

FIRST SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
BRIARGROVE PARK PROPERTY OWNERS, INC.

24  
Notice  
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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of Briargrove Park Property Owners, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Affidavit" recorded in the Official Public Records of Real Property of Harris County, Texas on February 7, 2000 under Clerk's File No. U212262, which Affidavit was filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Other Previously Recorded Dedicatory Instruments. In addition to the Dedicatory Instruments described in the Affidavit, the following is a Dedicatory Instrument which was previously recorded in the Official Public Records of Real Property of Harris County, Texas:

a. Document:

Amended and Restated Bylaws of Briargrove Park Property Owners, Inc.

b. Recording Information:

Harris County Clerk's File No. W108019

2. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Affidavit, and the other previously recorded Dedicatory Instrument identified above, the following documents are Dedicatory Instruments governing the Association:

- a. Articles of Incorporation of Briargrove Park Property Owners, Inc.;
- b. Certificate of Amendment to Articles of Incorporation of Briargrove Park Property Owners, Inc.;
- c. Open Records Policy for Briargrove Park Property Owners, Inc.;
- d. Records Retention Policy for Briargrove Park Property Owners, Inc.; and
- e. Payment Plan Policy for Briargrove Park Property Owners, Inc.

This First 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 First Supplemental Notice is true and correct and the documents attached to this First Supplemental Notice are either the originals or true and correct copies of the originals.

RP 080-43-1225

*Rick S. Butler*

Rick S. Butler, authorized representative of  
Briargrove Park Property Owners, Inc.

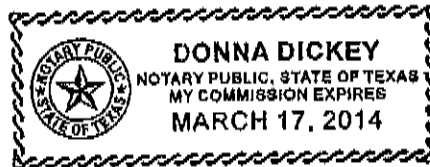
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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Briargrove Park Property Owners, 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 29<sup>th</sup> day of December, 2011, to certify which witness my hand and official seal.

*Donna Dickey*  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Return to:  
BUTLER | HAILEY ✓  
Mr. Rick S. Butler  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024

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FILED  
2011 DEC 30 PM 2:39  
Star Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP 080-43-1226

ARTICLES OF INCORPORATION

OF

BRIARGROVE PARK PROPERTY OWNERS, INC.

Filed in the Office of the  
Secretary of State of Texas  
This 3 day of Jan 1962  
Deputy Director, Corporations Division

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is Briargrove Park Property Owners, Inc.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

1. To enforce, collect and receipt for the maintenance charge imposed upon properties situated in Briargrove Park, a subdivision situated in Harris County, Texas, according to the maps and plats of the various sections thereof heretofore filed and hereafter to be filed for record in the Office of the County Clerk of Harris County, Texas, which said maintenance charge is imposed and to be imposed by the restrictions filed and to be filed on each such section of said subdivision by the developers thereof; and to manage, control and expend the funds derived therefrom for any purpose or purposes appropriately connected with or incidental to the purposes for which the corporation is organized, including, but not limited to, the maintenance of streets, sidewalks, paths, parks, parkways, esplanades and vacant lots; for furnishing bus service, or the subsidy for public bus service; for providing fire, police or watchman services; for street lighting, fogging for insect control, caring for and watering transplanted trees on vacant lots; for back door garbage and rubbish pickup; for maintenance and operation of a swimming pool, including life guards and

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assistants, pool site, and all related improvements thereon; and generally for any other service, or improvements not contrary to the laws of the State of Texas which, within the discretion of the corporation, will benefit the members.

2. To control the construction, or alteration, of any building to be erected or altered upon any tract, lot or lots in Briargrove Park, a subdivision in Harris County, Texas, which tract, lot or lots may be subject to architectural control by virtue of the restrictive covenants, if any, affecting the title to same, or any part thereof, such control to be administered in accordance with, and within the limitations imposed by, the aforesaid restrictions; and for such purpose to appoint and maintain from its own membership an architectural control committee, which shall act upon all matters pertaining to architectural control.

3. To encourage and promote the fellowship and social welfare of its members by means of social gatherings and to conduct a club for the purpose of providing recreation, fellowship, entertainment and social diversion for its members.

4. To own, purchase, lease in whole or in part, acquire, operate, use, mortgage, pledge, sell, assign, transfer or otherwise dispose of real estate and buildings, subject to the provisions of Articles 4.01 and 4.05 of the Texas Miscellaneous Corporation Act.

5. In general to promote and foster civic pride and high standards of property maintenance in the aforesaid subdivision, and each section thereof, and to perform all acts and do all things appropriately connected with or incidental to any or all of the foregoing objects and purposes and not contrary to the laws of the State of Texas.

#### ARTICLE FIVE

The street address of the initial registered office of the corporation is 9934 Westheimer, Houston, Texas, and the name of its initial registered agent at such address is William R. Simpson.

#### ARTICLE SIX

The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Addresses</u>
Bobby E. Crow	803 Briarpark Drive, Houston, Texas
William H. Craig	10026 Burgoyne Road, Houston, Texas
William R. Simpson	5414 Val Verde, Houston, Texas

ARTICLE SEVEN

The name and street address of each incorporator is:

<u>Name</u>	<u>Addresses</u>
Bobby E. Crow	803 Briarpark Drive, Houston, Texas
William H. Craig	10026 Burgoyne Road, Houston, Texas
William R. Simpson	5414 Val Verde, Houston, Texas

ARTICLE EIGHT

Membership shall be restricted to the record owners of lots in Briargrove Park, a subdivision in the City of Houston, Harris County, Texas, according to the maps and plats of the various sections thereof heretofore filed and henceforth to be filed for record in the office of the County Clerk of Harris County, Texas, each such person or entity owning one or more lots therein to be entitled to membership in the corporation, which membership shall be divided into two (2) classes as follows:

Single Lot Owner Class

Each person or entity owning not more than one (1) lot in Briargrove Park shall be entitled to membership in the single lot owner class and shall be entitled to one vote on each matter submitted to a vote at a meeting of the members.

Multiple Lot Owner Class

Each person or entity owning more than one (1) lot in Briargrove Park shall be entitled to membership in the multiple lot owner class; and shall be entitled to one (1) vote per lot owned on each matter submitted to a vote at a meeting of the members.

Fractional portions of lots, for the purposes of classification, shall be considered as whole lots in each case where the owner thereof owns no other lot or portion thereof in Briargrove Park, and in each case where the owner thereof owns an additional lot or lots in Briargrove Park, such fractional portion of a lot shall entitle such owner to same fractional portion of vote; and in case a lot is owned in common by two (2) or more persons, the vote must be cast by any one (1) of the common owners. The vote of any corporate lot owner must

be cast by an authorized representative of the corporation. Any vote may be cast in person or by proxy.

IN WITNESS WHEREOF, we have hereunto set our hands, this 27th day of December, 1961.

Bobby E. Crow  
Bobby E. Crow

William H. Craig  
William H. Craig

William R. Simpson  
William R. Simpson

THE STATE OF TEXAS :

COUNTY OF HARRIS :

I, Ruth A. Denham, a Notary Public, do certify that on this 28th day of December, 1961, personally appeared before me, Bobby E. Crow, William H. Craig and William R. Simpson, who each being by me first duly sworn, severally, declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

Ruth A. Denham  
Notary Public in and for Harris County, Texas.

RUTH A. DENHAM  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1963.

NON-PROFIT



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

BRIARGROVE PARK PROPERTY OWNERS, INC.  
Charter No. 180234

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated January 3, 1962

*P. Frank Sibley*  
Secretary of State



1221-3-088-22

FILED  
In the Office of the  
Secretary of State of Texas

JUN 13 1977

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
BRIARGROVE PARK PROPERTY OWNERS, INC.

*E. J. Valley*  
Deputy Director, Corporation Division

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation which:

Amend the purposes of the Corporation by adding the land within Briar Court Subdivision, as same is shown on the map and plat thereof recorded in Volume 249, page 1 of the Map Records of Harris County, Texas, to that covered by and included within the duties, purposes and responsibilities of the Corporation, and which extend membership in the Corporation to the owners of lots within said Briar Court Subdivision.

- I. The name of the corporation is Briargrove Park Property Owners, Inc.
- II. The following amendments to the Articles of Incorporation were adopted by the corporation on March 7, 1977:
  - A. Article Four of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE FOUR

The purposes for which the Corporation is organized are:

- "1. To enforce, collect and receipt for the maintenance charge imposed upon (i) properties situated in Briargrove Park, a subdivision situated in Harris County, Texas, according to the maps and plats of the various sections thereof heretofore filed and henceforth to be filed for record in the Office of the County Clerk of Harris County, Texas, and (ii) properties situated in Briar Court Sub-  
division, a subdivision of 22.964 acres situated in Harris County, Texas, as shown on the map and plat thereof filed for record in

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Volume 249, page 1 of the Map Records of Harris County, Texas, which said maintenance charge is imposed and to be imposed by the restrictions filed and to be filed on each such section of said Briargrove Park subdivision and on Briar Court Subdivision by the respective developers thereof; and to manage, control and expend the funds derived therefrom for any purpose or purposes appropriately connected with or incidental to the purposes for which the corporation is organized, including, but not limited to, the maintenance of streets, sidewalks, paths, parks, parkways, explanadas and vacant lots; for furnishing bus service, or the subsidy for public bus service; for providing fire, police or watchman services; for street lighting, fogging for insect control, caring for and watering transplanted trees on vacant lots; for back door garbage and rubbish pickup; for maintenance and operation of a swimming pool, including life guards and assistants, pool site, and all related improvements thereon; and generally for any other service, or improvements not contrary to the laws of the State of Texas which, within the discretion of the corporation, will benefit the members.

"2. To control the construction, or alteration, of any building to be erected or altered upon any tract, lot or lots in Briargrove Park and upon any tract, lot or lots in Briar Court Subdivision, both being subdivisions in Harris County, Texas, which tract, lot or lots may be subject to architectural control by virtue of the respective restrictive covenants, if any, affecting the title to same, or any part thereof, such control to be administered in accordance with, and within the limitations imposed by, the aforesaid restrictions; and for such purpose to appoint and maintain from its own membership architectural control committees, which shall act upon all matters pertaining to architectural control.

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"3. To encourage and promote the fellowship and social welfare of its members by means of social gatherings and to conduct a club for the purpose of providing recreation, fellowship, entertainment and social diversion for its members.

"4. To own, purchase, lease in whole or in part, acquire, operate, use, mortgage, pledge, sell, assign, transfer or otherwise dispose of real estate and buildings, subject to the provisions of Articles 4.01 and 4.05 of the Texas Miscellaneous Corporation Act.

"5. In general to promote and foster civic pride and high standards of property maintenance in the aforesaid Briargrove Park subdivision, and each section thereof, and in the aforesaid Briar Court Subdivision, and to perform all acts and do all things appropriately connected with or incidental to any or all of the foregoing objects and purposes and not contrary to the laws of the State of Texas."

B. Article Eight of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE EIGHT

"Membership shall be restricted to the record owners of (i) lots in Briargrove Park, a subdivision in the City of Houston, Harris County, Texas, according to the maps and plats of the various sections thereof heretofore filed and henceforth to be filed for record in the office of the County Clerk of Harris County, Texas, and (ii) lots in Briar Court Subdivision, a subdivision of 22.964 acres in the City of Houston, Harris County, Texas, as shown on the map and plat thereof filed for record in Volume 249, page 1 of the Map Records of Harris County, Texas, each such person or entity owning

one or more lots in either or both of Briargrove Park or Briar Court Subdivision to be entitled to membership in the corporation, which membership shall be divided into two (2) classes as follows:

"Single Lot Owner Class

Each person or entity owning not more than one (1) lot in either Briargrove Park or Briar Court Subdivision shall be entitled to membership in the single lot owner class and shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of the members.

"Multiple Lot Owner Class

Each person or entity owning more than one (1) lot within either or both of Briargrove Park or Briar Court Subdivision shall be entitled to membership in the multiple lot owner class; and shall be entitled to one (1) vote per lot owned on each matter submitted to a vote at a meeting of the members.

"Fractional portions of lots situated in either Briargrove Park or Briar Court Subdivision, for the purposes of classification, shall be considered as whole lots in each case where the owner thereof owns no other lot or portion thereof in either Briargrove Park or Briar Court Subdivision, and in each case where the owner thereof owns an additional lot or lots in either Briargrove Park or Briar Court Subdivision, such fractional portion of a lot shall entitle such owner to same fractional portion of vote; and in case a lot is owned in common by two (2) or more persons, the vote must be cast by any one (1) of the common owners. The vote of any corporate lot owner must be cast by an authorized representative of the corporation. Any vote may be cast in person or by proxy."

III. These amendments were adopted in the following manner:

The amendments were adopted at a meeting of the members held on March 7, 1977, at which a quorum was present, and the amendment received at least two-thirds (2/3) of the votes which members present or represented by a proxy at such meeting were entitled to cast.

IN WITNESS WHEREOF, we have hereunto set our hands, this 8 day of June, 1977.

BRIARGROVE PARK PROPERTY OWNERS, INC.

By: Linda E. Pickett  
Its President

and Lynne R. Smith  
Its Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

I, DONNA LEE STOCKTON, a Notary Public, do hereby certify that on this 8<sup>th</sup> day of June, 1977, personally appeared before me LINDA E. PICKETT, being duly sworn, declared that he is the President of the Corporation executing the foregoing document, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year before written.

Donna Lee Stockton  
Notary Public in and for  
Harris County, Texas

DONNA E. STOCKTON  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1978

RP 080-43-1236



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT  
OF

BRIARGROVE PARK PROPERTY OWNERS, INC.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation and attaches hereto a duplicate original of the Articles of Amendment.

Dated JUNE 13, 19 77

*Mark White*  
Secretary of State

kf

RP 080-43-1237



**OPEN RECORDS POLICY  
FOR  
BRIARGROVE PARK PROPERTY OWNERS,, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Frank Sturman, Secretary of Briargrove Park Property Owners, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 29<sup>th</sup> day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The new law relating to open records becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
  - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
  - b. describe with sufficient detail the books and records of the Association that are requested; and
  - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10<sup>th</sup>) business day after the date the

REC-43-1298

Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15<sup>th</sup>) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3") as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this Policy (either through amendment or error by this Policy) the then current rates set forth in Section 70.3 shall control.

SECTION 43-1239

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30<sup>th</sup>) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

\* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.



**11. Books and Records Not Required to be Produced.**

11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:

- a. identify the history of violations of dedicatory instruments of an individual Owner;
- b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
- c. disclose an Owner's contact information, other than the Owner's address; or
- d. disclose information related to an employee of the Association, including personnel files.

11.2. The Association is not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.

11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

**12. Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 29 day of December, 2011.

**BRIARGROVE PARK PROPERTY OWNERS, INC.**

By: Frank Sturman  
Frank Sturman, Secretary

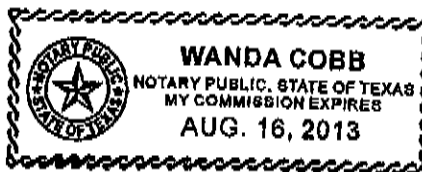
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THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this 29 day of December, 2011 personally appeared Frank Sturman, Secretary of Briargrove Park Property Owners, 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.

Wanda Cobb  
Notary Public in and for the State of Texas

~~Return to:~~  
Rick S. Butler  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
  
208710



**RECORDS RETENTION POLICY**  
*for*  
**BRIARGROVE PARK PROPERTY OWNERS, INC.**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

I, Frank Sturman, Secretary of Briargrove Park Property Owners, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 29<sup>th</sup> day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The new law becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

**POLICY:**

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

**1. Retention Periods.**

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision

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d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Amended and Restated Restrictions, Reservations and Covenants for Briargrove Park, Sections I, II, III, IV, V, and VI, and all amendments and supplements to the Amended and Restated Restrictions, Reservations and Covenants for Briargrove Park, Sections I, II, III, IV, V, and VI; Declaration of Covenants, Conditions and Restrictions for Briar Court Subdivision and all amendments and supplements to the Declaration of Covenants, Conditions and Restrictions for Briar Court Subdivision; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently

RP 080-43-1245

s) Suit files	Seven (7) years after the date the suit is resolved
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**2. Destruction of Documents.**

All subdivision documents will be destroyed as soon as practicable when the applicable retention period expires or when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks or by shredding.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 29 day of December, 2011.

**BRIARGROVE PARK PROPERTY OWNERS, INC.**

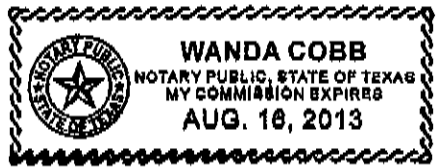
By: [Signature]  
Frank Sturman, Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 29 day of December, 2011 personally appeared Frank Sturman, Secretary of Briargrove Park Property Owners, 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.

[Signature]  
Notary Public in and for the State of Texas

Return to:  
Rick S. Butler  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
208707



**PAYMENT PLAN POLICY  
FOR  
BRIARGROVE PARK PROPERTY OWNERS, INC.**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I, Frank Sturman, Secretary of Briargrove Park Property Owners, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 29<sup>th</sup> day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The new law relating to alternative payment schedules (i.e., payment plans) becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a minimum of three (3) months and a maximum of eighteen (18) months, as determined appropriate by the Association based upon such factors as the amount due, the Owner's payment history, and the Owner's circumstances. The payments shall be in equal monthly amounts over the duration of the payment plan period.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to

RP 080-43-1245

which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan shall include all delinquent assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3<sup>rd</sup>) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$25.00 for the preparation of a Payment Plan Agreement and for receiving, documenting and processing the payments. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the Declaration of Covenants, Conditions and Restrictions for Briar Court Subdivision or the Amended and Restated Restrictions, Reservations and Covenants for Briargrove Park, Sections I, II, III, IV, V, and VI, as applicable.

7. **Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the Association and added to the Owner's account as a result of the account being delinquent, if any.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 29 day of December, 2011.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the Public Records on the date and at the time stamped herein by me, and was duly RECORDED, in the PUBLIC RECORDS of Real Property of Harris County, Texas.

BRIARGROVE PARK PROPERTY OWNERS, INC.

DEC 30 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By: *Frank Sturman*  
Frank Sturman, Secretary

RECORDER'S MEMORANDUM:

At the time of recording, this instrument was found to be identical to a true photographic reproduction (made of ink, paper, carbon or photo copy of a typed sheet, etc. All blotouts, additions and changes were present at the time the instrument was filed and recorded.

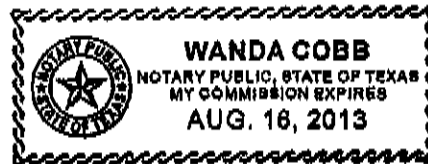
THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 29 day of December, 2011 personally appeared Frank Sturman, Secretary of Briargrove Park Property Owners, 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.

*Wanda Cobb*  
Notary Public in and for the State of Texas

Return to:  
~~Rick S. Butler~~  
Butler | Halley  
8901 Gaylord, Suite 100  
Houston, Texas 77024

208712



RP 080-43-1248