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Greenbriar Colony Townhouse Association No. 1 (GC)

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08/16/2012 RP2 \$76.00

GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, Inc.

AMENDED RULES AND REGULATIONS

EFFECTIVE: SEPTEMBER 1, 2012

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GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC.
AMENDED RULES, REGULATIONS AND POLICIES

The Greenbriar Colony Townhouse Association No. 1, Inc. is a Homeowner's Association established by dedicatory instruments filed of record in the Real Property Records of Harris County, Texas. These rules are made and adopted pursuant to the authority granted by the Covenants, Conditions and Restrictions, the By-Laws, and pursuant to the authority granted by the Texas Property Code.

The following Rules, Regulations and Policies are effective January 1, 2012, and are applicable to all Owners, tenants, families, and guests. All Owners are responsible for the instruction and supervision of their household members, tenant(s), invitees and/or guests as to the provisions of all the Rules, Regulations and Policies, Bylaws, and Declaration, and Owners must provide a copy of these documents to their tenant(s).

These below stated Rules and Regulations are in no way intended to limit or supersede the Declaration, its By-Laws, or any of its Exhibits. In the event that there is a conflict, the Declaration and By-Laws shall prevail.

It is the Owner's responsibility for the conduct and action of themselves, family members, renters, lessees, guests, invitees, licensees, and occupants. It is a violation of these rules if any owner, family member, renter, lessee, guest, invitee, licensee, and/or occupant disturbs the right, comforts or conveniences of other persons within the Association.

The Board of Directors shall have the right to make such other and reasonable rules from time to time, as in its judgment may be needed to enhance the cleanliness and orderliness of the premises and the safety and comfort of the occupants of the Association. Notice of any additional rules and regulations will be given to residents in writing.

ACKNOWLEDGMENT OF OWNER / TENANT

Owner Responsibility and Accountability

Owners are completely and solely responsible and accountable for informing and educating themselves, family members, tenants, lessees, guests, individual property managers/realtors, employees and any other representatives or parties with all rules and regulations and all items contained in the Association's governing documents. Each owner is responsible for their tenants, and any guests or visitors to the home. Each tenant is responsible for their guests or visitors associated to the home. Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorney's fees) any other costs which are assessed against the homeowner's account in accordance with these rules and regulations or other governing documents. All members of the Association, as well as their tenants, guests, licensees and invitees are required to adhere to the Association's rules and regulations and other governing documents.

Acknowledgment of the "No Tolerance Policy"

Except in case of an emergency, owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. If not cured in accordance with the notice(s), the property manager shall send the attorney for the Association a request to take enforcement action. Legal action to correct the violation will include certified and uncertified demand letters with a grace period not to exceed thirty (30) days. The filing of an injunction lawsuit may follow. Thirty (30) day grace period will be allowed to pay all fines. Unpaid fines will be turned over to the Association's Attorney for legal collection. In addition to fines, violating owners and tenants are responsible for payment of all compliance costs, including attorneys fees, incurred regarding violations which in many cases will approach, and in some cases will substantially exceed \$3,500.00

Acknowledgment of the Rules and Regulations

All owners and tenants must sign a copy of this acknowledgment form regarding the rules and regulations and return the signed copy to the Association management company. Failure to submit the signed form will result in a \$75.00 per week fine. A signed form must be submitted to the Association's Management company no later than one week from the date of purchase of a home within the association, or one week from the start date of a lease. Owners and tenants will have until _____ to submit their signed acknowledgment form to the management company.

"I/We (print name or names), am/are the ☐ owner(s) ☐ tenants(s) (check the correct box) of _____ (address). I (whether one or more) have received a copy of the Greenbriar Colony Townhouse Association No. 1, Inc.'s Regulations. I have read and understand my responsibility and accountability. I acknowledge that I am required to adhere to these rules and regulations and all of the Association's other governing documents, and that I may be fined for any violations.

Signature: _____

Signed: ____/____/____

Signature: _____
(Co-Owner or Co-Tenant, as applicable)

Signed: ____/____/____

GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC

Greenbriar Colony Townhomes Rules & Regulations

I. Administration: Enforcement: Effective Date

- 1.1 Formation of a Rules and Regulation Review Committee: At the Board's discretion, a Rules and Regulation Review Committee may be established with two or more Board members and/or owners. The purpose of the Committee is to review appeals submitted by owners regarding violation notices. Such a committee can be established or dissolved by a majority decision by the Association's Board of Directors. The Committee will review each appeal and issue a recommendation to the Board of Directors.
- 1.2 Violation Notice: Upon discovery of a violation of these rules and regulations or other governing documents, the Association's Managing Agent or legal counsel for the Association shall provide written notice to the owner and/or tenant of record. Such notice shall request the violation(s) involved be cured not more than thirty (30) days from the date of the notice, and shall advise that a fine will be imposed in accordance with these rules and regulations unless the recipient requests a fine review meeting with the Board of Directors or the Rules and Regulation Review Committee. A request for review must be submitted in writing not later than thirty (30) days from the date of the violation notice by the owner of record and/or tenant of the home. Such response shall be in writing, dated, and directed to the Managing Agent. The response must state at least generally all reasons for the review. The respondent will have ten minutes to verbally present their request for review to the Board/Committee. The Board/Committee in its sole discretion has the power to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision(s) will be issued to the owner within (30) thirty days of the review meeting.
- 1.3 Imposition of Fine: Except as otherwise expressly provided in a specific rule, thirty (30) days from the date of the violation notice, a seventy-five dollar (\$75.00) fine will be assessed to homeowner's account. Successive fines may be imposed against a single owner or resident for the same type or for different violations as set forth in each violation notice or in the rules and regulations. Such fine(s) shall become immediately due and payable. The collection of fines will be dealt with in the same manner as any past due debt to the Association. Collection of fine(s) will be administered by the Managing Agent or legal counsel for the Association. All costs associated with the collection of any fine, including attorney's fees, incurred by or attributable to any such violation(s), shall be assessed or billed to the violating owner's and/or tenant's account.
- 1.4 Sale and Address Notices:
 - 1.4.1 Notice of Sale: Owners or purchasers shall notify the Association in writing of the sale of any residence within the Association within thirty (30) days after the date of conveyance,

including in such notice the name(s) and social security number(s) or Federal Employee Identification Numbers of all persons or entities purchasing the residence and their respective mailing address(es) if different from the residential address.

- 1.4.2 Notice of Change of Address: In the event an owner relocates to an address other than the residence address, it is the owner's responsibility to notify the Managing Agent in writing of the new address within thirty (30) days of relocating. All legal fees, title work, or locator fees that result due to the owner's failure to properly notify the Association of a change of address will be assessed to the owner. The owner is responsible for the burden of proof that proper notice of change of address was provided to the Association. All notices of change of address be submitted via certified mail, return receipt requested.
- 1.5 Enforcement: **RULES AND REGULATIONS WILL BE ENFORCED BY GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC., AND/OR THE PROPERTY MANAGEMENT COMPANY ("MANAGING AGENT") EMPLOYED BY THE ASSOCIATION.**
- 1.5.1 Fines: All violations are subject to a \$75.00 fine unless otherwise stated in the rules and regulations. All violations which are not cured within ten (10) days after the date of the third violation notice which is sent to the responsible owner/tenant will subject the owner/tenant to additional fees until the violations are fully cured. The Board of Directors reserves the right to take any other legal action against any owner to protect members of the Association from violation(s) of the rules and regulations or other governing documents, and/or to seek recovery of any amount owed.
- 1.6 Amendments: These rules and regulations are subject to amendment by the Board of Directors.
- 1.7 Effective Date: These rules and regulations shall be effective from and after January 1, 2012.

II. Leasing of Residences Within the Association

- 2.1 Required Lease Provisions: Every lease of a residence within the Association shall be subject to the following terms and provisions:
- (1) All leases shall be in writing;
 - (2) No lease shall be for transient or hotel purposes;
 - (3) No lease shall cover less than the entire residence;
 - (4) Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than one (1) year;

- (5) Every lease shall be, and shall specifically state in the writing in the lease that the lease (i) is subject in all respects to all the terms and provisions of the Declaration, By-Laws and/or Rules and Regulations, and the lessee(s) agree to abide and be bound by the provisions thereof; and (ii) that any violation of the Declaration, By-Laws and /or Rules and Regulations shall be a default under the lease and grounds for immediate termination of the lease and eviction of lessee(s) by lessor(s) or by Greenbriar Colony Townhouse Association No. 1, Inc; and
- (6) Leases may be subject to such reasonable terms and provisions as required by the Board of Directors. Owners shall provide the management company with a signed copy of the lease prior to the tenant occupying the residence. Before the lease is executed, it must be reviewed and approved by the Board of Directors in accordance with the lease review resolution.

2.2 Lease Notice; Prior Approval of Leases Required:

- 2.2.1 No residence within the Association shall be leased unless and until the Lease Review Committee has approved the lease in writing. At least five (5) days prior to the intended effective date of any tenancy, the Lease Review Committee or Managing Agent shall be provided with:
 - (1) a notice of intent to lease setting forth the names(s), forwarding address(es) and business and home telephone numbers of the lessor(s) and the names, ages and relationship to lessor(s) of all persons who will actually occupy the leased residence;
 - (2) a true and correct copy of the proposed lease to be entered;
 - (3) any additional information or documentation which the Board of Directors or Managing Agent may reasonably require as hereinafter provided; and
 - (4) payment of an application fee of \$35.00 per applicant over the age of eighteen (18) years of age.
- 2.2.2 All residents/occupants over the age of 18 in each leased unit must be approved. The owner is responsible for insuring that all residents/occupants of each unit are screened. Failure by any owner to ensure screening of all residents/occupants will subject the owner to fines as provided for in section 1.5.1 of these rules.
- 2.2.3 The Lease Review Committee shall either approve or disapprove the proposed lease within five (5) business days after receipt of the notice of intent to lease and lease form. Approval may be conditional upon use and execution of a particular lease form or lease addendum(s), payment of a security deposit or such other reasonable conditions which may be required by the Board of Directors. Disapproval may be based on lack of sufficient information, incorrect information, or documentation in which case the disapproval shall

specifically state the additional information and/or documentation required. If the lease Review Committee fails to approve or disapprove the application submitted in five (5) business days, the application is automatically approved.

2.3 Leasing Review Criteria:

2.3.1 The Lease Review Committee may consider the following criteria in determining whether to approve or disapprove a proposed tenant and rental agreement.

- (1) Whether the lease or any provisions thereof violate any of the governing documents of the Association;
- (2) Criminal history (e.g. felonies, drug offenses, prostitution) of prospective tenants/occupants;
- (3) Supplying false or fraudulent information on the lease or tenant application.

2.3.2 The Association may choose to perform a background check on any and all potential tenants by use of a commercial agency. However the background check is for the benefit of the Association only. The results of the background check, if any, are not binding upon the Association, and may not be relied upon or treated as any manner of guarantee, promise, or contract.

2.3.3 The committee shall not consider nor shall they request or collect any information on the following subjects:

- (1) Race
- (2) Color
- (3) Religion
- (4) Sex or sexual orientation
- (5) Handicap
- (6) Family status
- (7) National Origin

2.4 Sub-leasing Prohibited: Sub-leasing of units, whether disclosed or undisclosed, is prohibited.

III. Insurance

3.1 All owner(s)/resident(s) are responsible for retaining the proper insurance to cover personal contents and liability. Damage to personal items is the owner(s)/tenant(s) responsibility. In the event a tenant or owner initiates litigation against the Association to collect restitution for a personal item, the legal expenses associated with the matter will be assessed to the account of the owner making such claim. In the event the Association insurance is used to cover a claim, the homeowner responsible for the damage is obligated

to pay the deductible. The amount of the deductible will be assessed to the account of the homeowner that caused or contributed to the damage.

IV. Occupancy of Residences

- 4.1 No more than two (2) persons may occupy any residence for each bedroom within the residence.
- 4.2 No residence shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or safety of occupants of neighboring residences, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any residence or within any portion of the Association.
- 4.3 The residences shall be used only for single family residential purposes, as private residences, and no commercial use shall be made of the same, or any portion thereof, including used car sales, day care or other commercial activities.
- 4.4 Limited Grandfather Provision: Any resident owners who wish to apply for an exception to this rule must do so in writing within sixty (60) days of the execution of this document by the Board of Directors. The request for exception must be provided to the Secretary of the Board of Directors, or to the Property Management Company. This limited grandfather provision does not apply to (1) tenants; or (2) non-resident owners. Any exceptions granted pursuant to this provision will not run with the land, and will not apply to any successors in interest to the property.

V. Residential Alteration and Appearance

- 5.1 ACC Application Required for All Changes:
 - 5.1.1 No work of any kind shall be done on the exterior of any residence by any owner or resident without the written approval of the Board of Directors. Such work might be, but not limited to, electrical or television wiring, antennas, satellite dishes, machines or air conditioners.
- 5.2 Windows: Tin foil, mirrored film, boards, or any other unsightly material will not be allowed in or on the windows. All windows must have white-back draperies, blinds, pleated shades or vertical blinds visible to the outside of the residence. No sheets are allowed in the windows. Window screens must be maintained and may not be torn or missing from the windows. In the event of inclement weather, such as a hurricane, boards may be placed to protect windows of a residence. However, they must be removed promptly once the inclement weather has abated.
- 5.3 Signage: No owner/leasing resident or agent of a residence shall post any advertisements, signs, posters of any kind within the neighborhood except as authorized by the Declarations of the Association.

- 5.4 Satellite Dishes: A Satellite dish must be approved and an ACC Application on file prior to installation.
- 5.5 Basketball Goals: No basketball goals will be allowed on the street or in any driveway.

VI. Pets

- 6.1 Household Pets Only: No animals, livestock (including pigs of any kind) or poultry of any kind shall be raised, bred or kept on any property within the Association, except for dogs, cats, or other usual household pets.
- 6.2 Number, Size and Breed: No more than two (2) cats or two (2) dogs, or one of each, weighing not more than twenty-five (25) pounds each, may be kept in any unit. No "Aggressive Breeds" of dogs will be allowed within the community. Known aggressive breeds as referenced herein include the American Pit Bull Terrier, Shepherds breeds, Rottweiler, Doberman Pincher and Chow Chow. The Association shall be the sole authority on which breeds are disallowed under this rule.
- 6.3 No Roaming: In accordance with City Ordinance Section 6-54(A), it is "unlawful for dogs to be at large unless such a dog is under direct physical control. Dogs with access to streets or sidewalks are considered to be at large." Therefore, all pets with access to streets or sidewalks must be leashed or carried at all times.
- 6.4 Waste Disposal: Pet owners must remove their animal's solid waste from the areas where they may have relieved themselves, including patios, and deposit the waste in a sanitary manner in an appropriate garbage receptacle. The Association reserves the right to clean and disinfect any common element, including any patio, at the Owner's expense if the Owner fails to adhere to this Rule.
- 6.5 Nuisance or Disturbance By Pets: No pets may cause or create a nuisance or a disturbance that interferes with an owner's or tenant's rest or peaceful enjoyment of their home.
- 6.6 Unattended Pets: No animal may be left unattended on the property grounds, or unit balconies or on patios.

VII. Vehicles and Parking

- 7.1 Condition of Vehicle: All vehicles parked within the boundaries of the Association must be operable and contain the following: a valid license plate, a valid registration, a valid state inspection sticker, and any other permit or license as required by the State of Texas.

7.2 Commercial Vehicles / Recreational Vehicles:

7.2.1 Commercial or Recreational vehicles may only park on the street or in a residential driveway while loading, unloading or otherwise performing services for an owner and/or tenant.

7.2.2 "Commercial Vehicles" means any of the following:

- a. Any vehicle that displays one or more commercial signs
- b. Any vehicle carrying commercial equipment or attachments;
- c. Any vehicles containing more than two axles;
- d. Any vehicle with six (6) or more wheels, with the only exception being a stock dually pick-up truck, owned by an individual without any additional commercial equipment or commercial logos, signs or displays;
- e. Any box vans other than individually owned passenger vans;
- f. Any vehicle displaying the internet site, email address, or the phone number of any business;
- g. Any flatbed trucks or trailers,
- h. Any vehicle with a Gross Vehicle Weight Rating over thirteen thousand pounds (13,000 lbs.), or
- i. Limousines, Wreckers, Taxi-cabs, busses, ambulances.

7.2.3 "Recreational Vehicles" means any of the following:

- a. Boats, campers, trailers, RVs, watercraft, aircraft, four-wheelers, etc.

7.3 Other Parking Violations:

7.3.1 No boats, campers, trailers, recreational vehicles, semi-trucks and trailers, moving vans, tow trucks, taxi-cabs, or limousines may be parked on the street or in a residential driveway except for loading or unloading.

7.3.2 All vehicles must be in drivable condition or they may be towed at the owner's expense. No automobiles may be stored on any residential property. Contact the managing agent for a copy of the parking and towing regulations.

VIII. Nuisance and Disturbances

- 8.1 General: Owners shall avoid making or permitting to be made, loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other noise making instruments or devices in such a manner as may disturb other residents. Any Board Member or representative of the management company has sole discretion on determining what is an unacceptable noise level and their decision is final.

Adopted by vote of the Board of GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC., at a meeting held on August 8th, 2012.

Signed this the 9th day of August, 2012.

GREENBRIAR COLONY TOWNHOUSE
ASSOCIATION NO. 1, INC.

BY: Anthly D

Printed name: Anthony Davis, Director

BY: James R Upton

Printed name: JAMES R. UPTON, Director

BY: Yvonne Boudreau

Printed name: YVONNE Boudreau, Director

BY: Gerald Braden

Printed name: Gerald Braden, Director

BY: _____

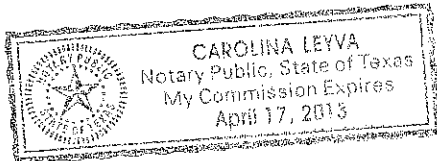
Printed name: _____, Director

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 9th day of August, 2012, by Anthony D., as a Director of GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC., on behalf of said Association.



A handwritten signature of the notary public, Carolina Leyva.

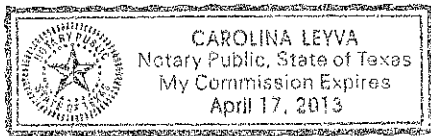
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 9 day of Aug., 2012, by James R. Upton, as a Director of GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC., on behalf of said Association.



A handwritten signature of the notary public, Carolina Leyva.

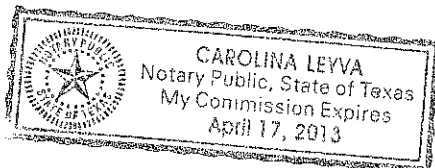
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 9 day of August, 2012, by Gronow Bowdery, as a Director of GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC., on behalf of said Association.



A handwritten signature of the notary public, Carolina Leyva.

Notary Public in and for the State of Texas

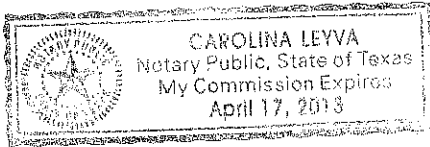
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2012 AUG 16 AM 8:31
Stan Starnett
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 9th day of August, 2012,
by Dwight Braden, as a Director of GREENBRIAR COLONY TOWNHOUSE
ASSOCIATION NO. 1, INC., on behalf of said Association.



A handwritten signature in dark ink, appearing to be "Carolina Leyva", written over a horizontal line.

Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ____ day of _____, 2012,
by _____, as a Director of GREENBRIAR COLONY TOWNHOUSE
ASSOCIATION NO. 1, INC., on behalf of said Association.

Notary Public in and for the State of Texas

Return After filing to:

LAMBRIGHT & ASSOCIATES ✓
5851 San Felipe, Suite 860
Houston, TX 77057

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.

AUG 16 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS