

**BRIARWOOD HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
Revised August 2019**

1. **Definitions:** Capitalized terms used in these Regulations have the following meanings:
 - a. “Briarwood” shall mean the property subject to the Declaration at the time in question.
 - b. “Declaration” shall mean the following:
 - 1) Declaration of Covenants, Conditions and Restrictions Briarwood Subdivision, Section II, recorded on April 24, 1974, at Volume 1201, page 134 of the Deed Records of Brazoria County, Texas;
 - 2) Amendment to Declaration of Covenants, Conditions and Restrictions Briarwood Subdivision, Section II, recorded on August 28, 1979, at Volume 1473, page 730 of the Deed Records of Brazoria County, Texas;
 - 3) Second Amendment to Declaration of Covenants, Conditions and Restrictions Briarwood Subdivision, Section II, dated on or about February 5, 2013, and recorded under File No. 2013015107 in the Official Records of Real Property of the Brazoria County Clerk; and
 - 4) Any subsequent amendment or supplement of the above listed Declarations.
 - c. “Dedicatory Instrument” shall mean each document governing the establishment, maintenance or operation of the properties within Briarwood as more particularly defined in Section 202.001 of the Texas Property Code.
2. **Compliance:**
 - a) **Area Where Rules Apply:** These rules apply to all of the Common Areas and residential building sites in Briarwood Subdivision, Section II, (herein called “Briarwood”) City of Lake Jackson, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 13, Page 71, of the Plat Records of Brazoria County, Texas.
 - b) **Persons Responsible for Compliance:** All persons using, occupying, or claiming an interest in the Common Area or any residential building site at Briarwood shall (1) be responsible for complying with these Rules and (2) be responsible for making his or her guest or child comply with these Rules, and (3) be responsible for any violation of these Rules by his or her guest or child.”
3. **Insurability:** Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product, or personal property be kept thereon or therein which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warn any policy or policies covering said premises to be cancelled or suspended by the issuing company.
4. **Disturbances:** No person shall do, participate in, or permit his or her guest or child to do or participate in any of the following:
 - a) Make any unreasonably loud or objectionable noise;
 - b) Make any noise that may unreasonably disturb or tend to disturb any other person at

Briarwood;

- c) Use or occupy any property in such a manner as to obstruct or interfere with the enjoyment of any property by any person;
 - d) Any noxious or offensive activity;
 - e) Anything which may be or may become an annoyance or nuisance to another person; or
 - f) Any immoral or illegal activity.
5. **Obstruction of Common Area:** The common streets and sidewalks are intended to provide vehicular and pedestrian movements within the properties as well as access to the dwelling units. The common lawn area also provides beautification of the properties as well as privacy for residents through landscaping and such other means as shall be deemed appropriate. No part of the common area, streets, sidewalks and lawn, shall be obstructed so as to interfere with its use for the purposes hereinabove recited. No part of the common area may be used for general storage purposes, nor may anything be done thereon in any manner which shall increase the rate for hazard and liability insurance covering said common area and improvements situated thereon.
6. **Pets:** Not more than two small dogs, cats, or other usual small household pets may be kept in any dwelling unit, provided always that such household pets shall be allowed on the common areas only as may be specified under reasonable rules, therefore promulgated by the Board of Directors. Dogs must be kept on a leash while in the common area. **Removal of pet elimination from the common area is the responsibility of the pet owner.** Except as hereinabove stated, no animal, livestock, birds, or poultry shall be brought within the property or kept in or around any dwelling unit thereof.
7. **Signs:** No resident of the property shall post any advertisements, signs, or posters of any kind in or on the project except as authorized by the Board of Directors.
- a) **Size** – Not more than five (5) square feet
 - b) **Location** –No more than ten (10) feet from the front door of the property or 22 feet from garage door.
 - c) **Types Permitted** –
 - i) Property for sale or rent
 - ii) Political, for a candidate or ballot item, are allowed ninety (90) days prior to and ten (10) days after an election
 - d) **Removal of Noncompliant Signs** – The Association may remove without notice a sign displayed in violation of this Section.
8. **Flags:** Flags of the United States of America, the State of Texas or an official or replica flag of any branch of the United States armed forces may be displayed. Flags of the United States of America must comply with 4 United States Code Chapter 1, Sections 5-10 <http://uscode.house.gov/download/pls/04C1.txt>. The flag of the State of Texas must comply with Chapter 3100 of the Texas Government Code <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.3100.htm>. A flagstaff attached to a

house or garage may not exceed six and one half (6 ½) feet in length.

9. **Seasonal Decorations:** Seasonal decorations may be displayed inside your fenced court yard. They may not be displayed on the common area outside your property, nor on the outside of your fence or gate except decorative wreaths may be placed on gates or front doors. Christmas decorations may be displayed from December 1st through January 5th, and then must be removed. All other decorations may be displayed one week before the holiday and one day after and must then be removed.
10. **Religious Items.** Religious items of not more than twenty-five (25) square inches may be affixed to the entry door provided that they do not:
 - a) Threaten the public health or safety
 - b) Violate a law
 - c) Contain language, graphics or any display that is patently offensive to a passerby
 - d) Extend past the outer edge of the door frame
11. **Parking:** Parking of automobiles shall be only in the places designated as parking. No vehicles shall at any time be parked in the alleyways or streets. Vehicles parked in the street are subject to towing at the owner's expense.
12. **Use of Driveways:** No storage of any object shall be permitted in the driveways or common areas. This includes, but is not limited to, all types of recreational equipment, jet skis, boats, ATV's, four-wheelers, travel trailers, utility trailers, recreational vehicles, basketball goals, and other items as deemed inappropriate by the Board of Directors. All driveways must be kept free of unreasonable accumulation of debris or rubbish of any kind. No auto repair or maintenance may be done in driveways or on common areas. Washing and waxing of vehicles is permitted in the resident's driveway.
13. **Driving on Common Areas:** No motor vehicles are authorized on the grassed areas of common property. For good cause shown, the Board may grant such permission as deemed necessary. Otherwise, the homeowner will be required to pay for damages to grass, water meters, irrigation system, or other damages that may result.
14. **Exterior Debris:** It is prohibited to hang garments, rugs, and/or any other materials from the windows or from any other facades of the dwelling units and/or to leave or store personal items outside the home or fences without Board of Directors approval. It is prohibited to throw any dust, trash, or garbage out of any of the windows of any of the dwelling units. It is prohibited to throw garbage or trash outside of the disposal areas provided for such purposes. Cleanup of trash, garbage or personal items (toys, cigarette butts, etc.) outside the home or fences will result in a first (1st) time fee of \$50.00 to have it cleaned up and removed. Second (2nd) time and all subsequent times of cleanup and removal will be charged at \$100.00 each.
15. **City Garbage Pickup:** Residents may place garbage for City pick up by 8 a.m., but not before 5 a.m. on Tuesday and Friday. Large trash pickup begins the 2nd and 4th Monday of the month.
16. **Architectural Alterations, Modifications or Improvements:** No owner or other occupant

of any dwelling unit shall make any alteration, modification or improvement, nor add any awnings, patio covers, free-standing flag poles, solar energy, rain harvesting or other systems or devices to the dwelling units or remove or add to any planting, structure, furnishings or other equipment or object therefrom except on written consent from the Board of Directors. Architectural control of the foregoing shall be the responsibility of the Board of Directors or its appointed representatives, and no approval shall be granted without the submission of plans and specifications showing the nature, kind, shape, height, materials, color and location of the same with regard to harmony or exterior design and location in relation to surrounding structures and topography. House colors must be chosen from the earth color chart provided by the Architectural Control Committee. Garage door, house body and trim must all be the same color.

17. **Exterior surfaces:** (Siding, fences and brick walls) shall be maintained and cleaned from mold/mildew and in good repair.
18. **Courtyard/Patios:** Visible through the fence and/or gate should be free of neglect. Plants in courtyard/patio should not interfere with neighboring property.
19. **Gutters:** Maintained, clean and free of debris.
20. **Exterior Lights:** Clean and in good repair.
21. **Swimming Pool Rules:** Reasonable and customary regulations for the use of the swimming pool and recreation areas are described hereafter and shall be publicly posted at the pool. Owners and all occupants of dwelling units shall at all times comply with such regulations.
 - a) There are no pool guards in attendance.
 - b) Each owner assumes full responsibility for all persons gaining access to the pool through the use of his key.
 - c) Pool use is restricted to Homeowners and Contract Tenants and their guests.
 - d) Admission to pool is by key only. Gate to be locked upon entering and leaving.
 - e) A key (one per household) will be issued to a Homeowner upon submission of a certificate of insurance naming Briarwood Homeowners Association as an additional insured on your homeowner's policy and payment of a nonrefundable key deposit fee. Contact the Property Manager for keys.
 - f) Children under 15 must be accompanied by a parent or responsible adult.
 - g) No pets allowed inside pool fenced area.
 - h) No glass containers or chewing gum allowed inside pool fenced area.
 - i) Sitting or standing on the safety rope locating in the middle of the pool is prohibited.
 - j) Each resident is responsible for cleaning up after themselves at the pool. Furniture must be returned to orderly fashion. Place trash in receptacles provided. Turn off bathroom lights and close the doors.
 - k) Personal conduct must not interfere with other Homeowners or Contract Tenants' enjoyment of pool area.

- l) Guests must be specifically invited by an Owner or Contract Tenant. Owner or Contract Tenant assumes all responsibility for liability and conduct of their guests. Homeowner or Contract Tenant MUST accompany their guests at all times.
 - m) Group parties of guest are not permitted.
 - n) Failure to abide by pool rules will result in suspension of pool use privilege.
 - o) Small children must wear swim pants. Diapers are not allowed.
 - p) Evacuate the pool immediately if a diarrhea discharge occurs and report it to the Property Manager.
22. **Deed Restrictions:** Each person subject to these Rules shall comply with the Declaration of Covenants, Conditions and Restrictions of Briarwood Subdivision, Section II, dated April 15, 1974, and recorded at Volume 1201, Page 134 of the Deed Records of Brazoria County, Texas, as amended from time to time (herein called “the Declaration”). Any violation of the Declaration shall also be a violation of these Rules.

END OF RULES

**BRIARWOOD HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS REVISED AUGUST 2019**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS Briarwood Property Owners Association (hereinafter the "Association") a Texas nonprofit corporation, is the governing entity for Briarwood Subdivision, Section II, an addition in Brazoria County, Texas, according to the map or plat thereof, duly recorded in the Real Property Records of Brazoria County, Texas, at Volume 13, Page 71, of the Plat Records of Brazoria County, Texas, along with any replats and annexations thereto (hereinafter the "Subdivision"); and,

WHEREAS the Association and the Subdivision are governed by that certain Declaration of Covenants, Conditions and Restrictions for Briarwood Subdivision, Section II, filed for record in the Real Property Records of Brazoria County, Texas, at Volume 1201, Page 134, along with any amendments and/or supplements thereto (hereinafter the "Declaration"); and,

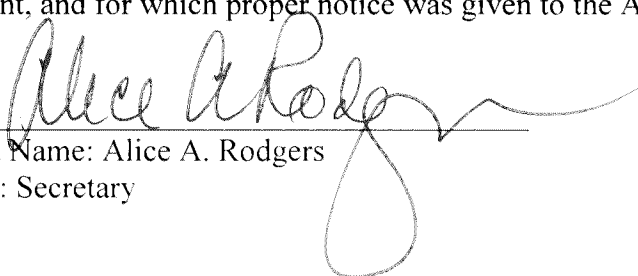
WHEREAS Article IX, Section 15 of the Declaration authorizes the Association to amend the Association's Rules and Regulations; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association, through its Board of Directors, hereby adopts, establishes, and imposes upon the Subdivision, and the residents thereof, the attached Rules and Regulations, which shall replace any and all existing Rules and Regulations.

CERTIFICATION

"I, the undersigned, being the Secretary of the Briarwood Property Owners Association hereby certify that the following Rules and Regulations were adopted by at least a majority of the Association's Directors, at an open meeting of the Board of Directors at which a quorum of Directors was present, and for which proper notice was given to the Association's members."

By: 
Print Name: Alice A. Rodgers
Title: Secretary

STATE OF TEXAS

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COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this 14 day of August, 2019, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they signed it with the authority and for the purposes expressed therein.

Vicki Sue Murray
Notary Public, State of Texas



FILED and RECORDED

Instrument Number: 2019040995

Filing and Recording Date: 08/22/2019 02:27:00 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, which appears to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-krystal