

RESOLUTION OF
BRAEBURN GLEN ASSOCIATION

Regarding Ratification of
Amended Polices for the Purpose of Filing
in the County Real Property Records

DATED: _____, _____ 2022

STATE OF TEXAS §

§

COUNTY OF HARRIS §

I, _____, the _____ of BRAEBURN GLEN ASSOCIATION (the “Association”) do hereby certify that at a regular meeting of the Board of Directors of the Association held on _____ 2022, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the replacement and declaration that the following recorded instruments “**Exhibit A**” are **NULL AND VOID**, and **ratification of “Exhibit B”**.

EXHIBIT A

Documents governing the following subdivision:

Braeburn Glen, Section One plat recorded in Volume 51, Page 37 of the Map Records of Harris County, Texas.

Braeburn Glen, Section Two plat recorded in Volume 59, Page 67 of the Map Records of Harris County, Texas.

Supplemental Governing Documents for Braeburn Glen Association, including a Resolution Regarding of Adoption of Statutory Policies, Collection Policy, Document Retention Policy, Guidelines for Roofing Materials, Guidelines for Display of Certain Religious Items, Guidelines for Solar Energy Devices, Guidelines for Display of Flags, Guidelines for Rainwater Recovery Systems, recorded July 13, 2012, Harris County Clerk’s File No. 20120312822, and Film Code No. 083-06- 1097, et. Seq:

Governing Document for Braeburn Glen Association, Inc, including the Braeburn Glen Residents’ Guide, recorded October 17, 2013, at Harris County Clerk’s File No.

20130533310, and Film Code No. 089-19-1388, et. Seq:

Resolution Regarding Architectural Guidelines for Braeburn Glen Association, recorded December 13, 2013, at Harris County Clerk's File No. 20130622845 and Film Code No. 089-86-1155, et seq:

Governing Document for Braeburn Glen Association, the policy regarding the Parking of commercial vehicles, recreational vehicles, and trailers, recorded on May 11, 2016, at Harris County Clerk's File No. RP-2016-199742, et seq:

Governing Document for Braeburn Glen Association, a Resolution implementing a Fine (Penalty) for deed restriction and architectural violations, recorded on June 15, 2016, at Harris County Clerk's File No. RP-2016-256812:

Governing Document for Braeburn Glen Association, a Resolution regarding ratification of Amended Collection Policy, recorded on February 3, 2022, at Harris County Clerk's file No. RP-2022-61845:

Governing Document for Braeburn Glen Association, a Resolution regarding ratification of Covenant Enforcement and Hearing Policy, recorded on February 3, 2022, at Harris County Clerk's file No. RP-2022-61848:

Governing Document for Braeburn Glen Association, a Resolution regarding ratification of Records Retention, Production and Copying Policy, recorded on February 3, 2022, at Harris County Clerk's file No. RP-2022-61854:

Governing Document for Braeburn Glen Association, a Resolution regarding ratification of Supplemental Deed Policy, recorded on February 3, 2022, at Harris County Clerk's file No. RP-2022-62232:

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the polices and instruments referenced in Exhibit "A" are hereby declared NULL AND VOID and are replaced with the policies attached as Exhibit "B";

WHEREAS, the polices hereto attached as Exhibit "B", is hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED, that **BRAEBURN GLEN ASSOCIATION** adopts

this formal resolution for the purpose of filing the aforementioned document in this County's Real Property Records.

EXHIBIT "B"

NEW RESIDENTIAL CONSTRUCTION

Whereas, Braeburn Glen Subdivision is in a flood plain.

Whereas, all new homes in Braeburn Glen must be elevated.

New Residential construction must only adhere to the City of Houston's rear-building setback limitations and similar exteriors, including but not limited to roof pitch and front elevation requirements as can be found in Braeburn Glen subdivision.

ARCHITECTURAL APPROVAL

Architectural Approval any plans submitted to the Braeburn Glen Board must adhere to Chapter 209 of the Texas Property Code requirements.

A decision by the Braeburn Glen Association Board denying an application or request by an owner for the construction of improvements in the subdivision may be appealed to the board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery. The notice must:

(1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and

(2) inform the owner that the owner may request a hearing under Subsection (e) on or before the 30th day after the date the notice was mailed to the owner.

(e) The board shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this subsection.

(f) During a hearing, the board or the designated representative of the property owners' association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the notice provided to the owner under Subsection (d).

(g) The board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

(h) The property owners' association or the owner may make an audio recording of the meeting.

(i) The board may affirm, modify, or reverse, in whole or in part,

COLLECTION POLICY

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner.

Policy: The Board of Directors will establish Association dues each year. An assessment invoice shall be mailed to each Member in November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Association, its managing agent, or a Director if an assessment invoice is not received by the Member by December 31st.

Payment deadline of the annual dues is expected on or before January 1st of each successive calendar year. A 30-day grace period (until January 31st) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1st, an assessment or any portion thereof that is delinquent shall incur interest at the annual rate of ten percent (10.00%).

The Association, its managing agent, or its Directors may send one or more letters (following the grace period) notifying the member/ property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. By April of a respective year, the member / property owner shall have been sent at least one delinquency notice. The owner shall be responsible for all postage costs associated with the delinquent notice(s) that are sent.

The Association shall permit delinquent homeowners to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee may be assessed to the owner's account for preparation of the payment plan, along with a reasonable monthly administrative fee for each payment received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be

eighteen (18) months. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan.

Members/ property owners who have not paid their annual assessments MAY be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate.

Formal legal action MAY be brought against those owners and/or properties sustaining a delinquent balance and/or which accounts reflect assessments and related charges which are overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after proper notice to owners in accordance with the Texas Property Code, and the results of such vote shall be reflected in the minutes of the meeting.

No Foreclosure shall be brought against a homeowner solely because the homeowner is delinquent on the assessments.

Priority of Payments

Payments shall be applied in the following order:

1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or 3rd party collection costs incurred by the Association related to efforts to collect assessments or any other charge that could provide basis for foreclosure;
4. Any attorney's fees not subject to (3);
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Exception, if an Owner is in default on a payment plan, the Association is not required to apply any payment in the above specified order of priority.

COVENANT ENFORCEMENT AND HEARING POLICY

I. DISCOVERY OF A VIOLATION

1. Establishment of Violation. A "Violation" shall be defined as any condition, use, activity or improvement which does not comply with the COVENANTS AND RESTRICTIONS of the Association.

2. Report of Violation. The existence of a Violation, whether discovered by routine inspection or by the report of a resident or Owner, shall be verified by the Association or a designated agent thereof. For each Violation, the Association will keep a record of:

- a. The nature and description of the Violation(s);
- b. The street address of the Lot on which the Violation exists; and
- c. The date each Violation was observed.

3. Actionable Violation. The Association has no legal obligation to take action with regards to any Violation. The Board of Directors has the absolute authority to determine whether a Violation merits enforcement action.

4. Uncurable Violation. A violation is considered uncurable if the Violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action, e.g. shooting fireworks; an act constituting a threat to health or safety; a noise violation that is not ongoing; property damage, including the removal or alteration of landscape; and holding a garage sale or other such event prohibited by a Covenant or Deed restriction. All Violations which are not considered uncurable are considered curable. Owners who commit uncurable violations are not entitled to notice of a reasonable period to cure.

5. Health and Safety Violation. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident.

II. NOTICES

6. Notice of Violation. Prior to suspending an Owner's right to use a common area, filing a suit against an Owner other than a suit to collect a regular or special assessment or foreclose under the Association's lien, charge an Owner for property damage, or levying a fine (Not to exceed \$50 per day) for a violation of the restrictions or bylaws or rules of the Association, the Association shall provide the Owner with a written notice of and a reasonable period to cure the violation. The notice shall be sent by verified mail to the Owner at the Owner's last known address as shown on the Association records, and shall:

- a. Describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
- b. Inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is curable nature and does not pose a threat to public health or safety;
- c. Inform the Owner that the Owner is entitled to request a hearing on or before the 30th day after the date the notice was mailed to the Owner;
- d. Inform the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act, if the Owner is serving on active military duty; and

e. Specify the date by which the Owner must cure the violation if the violation is curable and does not pose a threat to public health or safety.

7. A Notice of Violation need not be sent if the alleged violator has previously received a Notice of Violation relating to a similar Violation within six (6) months of the occurrence of the current Violation and was given a reasonable opportunity to cure the Violation.

III. HEARINGS

8. Unless otherwise provided by law, and if an Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board of the property Owners' Association.

9. The Association shall hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

10. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an Owner a packet containing all documents, photographs, and Communications relating to the matter the Association intends to introduce at the hearing. If the packet is not received within 10 days, the Owner has the right to a 15-day postponement of the hearing.

11. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

IV. REMEDIES

12. Fines. To the extent provided by the Association's dedicatory instruments and/or the Texas Property Code, the Association may levy fines against all Owners who violate this policy, or any of the Association's dedicatory instruments.

13. Referral to Legal Counsel. Where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct the Violation. Attorney's fees and all costs incurred by the Association in enforcing the dedicatory instruments and administering this Policy shall become the personal obligation of the Owner.

14. Forcible Remediation. In some instances, the Association's dedicatory instruments and/or

the Texas Property Code may empower the Association to enact self-help remedies to remedy ongoing violations, such as force-mowing of lawns. All costs and fees associated with such remedies will be charged back and become the personal obligation of the Owner in violation.

DOCUMENT RETENTION POLICY

The Association shall follow the document retention policy described below:

1. The Association shall follow the document retention policy described below:

- a. Certificate of Formation / Articles of Incorporation, and all amendments thereto;
- b. Bylaw of the Association, and all amendments thereto;
- c. Declaration of Covenants, Conditions and Restrictions for all Sections of the subdivisions governed by the Association, and all amendments, supplements, annexation agreements and other documents related thereto.
- d.

2. Documents Retained for Not less than Seven (7) years.

- a. Financial books;
- b. Financial records;
- c. Minutes of the meetings of the board;
- d. Minutes of the minutes of the owners;
- e. Tax returns;
- f. Audit records.

3. Documents Retained for not less than Five (5) years

- a. Account records of all current owners

4. Documents Retained for Not less than Four (4) years

- a. All contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- b. All Records of decisions reached by the Board of Directors and/or Architectural Committee regarding applications, variances, waivers and/or related matters associated with individual properties.

DOCUMENT PRODUCTION AND COPYING POLICY

This document sets forth the Braeburn Glen Association's general policy regarding the production of Association records pursuant to the Association's By-Laws, the respective Declaration of

Covenants, Conditions & Restrictions encumbering all properties governed by Braeburn Glen Association, as well as applicable State and Federal laws.

1. Records in General. The Association shall make the books and records of the Association, including financial records, open to and 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, in accordance with Section 209.005 of the Texas Property Code.

2. Attorney's Records Exception. Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner.

3. Parties Entitled to Request Records. An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized.

4. Request for Records. A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, P.O. Box 710346, Houston, Texas 77271 The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records. If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested.

a. Upon receipt of a proper request, the Association shall, on or before the 10th business day, after the date the Association receives the request, send ,written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or

b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, and any required advance payment has been received.

5. Format. The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the Association.

6. Method of Delivery. Email, certified mail, facsimile, or pick-up.

7. Delay in Delivery. If the Association is unable to produce, or make available for review, the requested books and records on or before the 10th business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and

records will be available, to be no later than the 15th business day after the date of notice given by the Association.

8. All costs related to a Request for Production will be passed on to the Owner making the request and must be paid at the time of production.

9. Records Not Available for Inspection.

- a. the financial records associated with an individual owner; and
- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

10. Costs for Production Request.

Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy. 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 cost may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rate(s) provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

11. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

12. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.

13. Fees and Charges:

- a. **Compilation/Production Fee:** \$15.00 per hour, to be no less than \$30.00 charge for each examination request; production or inspection.

b. Copies: The following charges shall apply unless otherwise dictated by the state Attorney General or the Texas Administrative Code:

- i. black and white 8½"x11" single sided copies ... \$0.10 each
- ii. black and white 8½"x11" double sided copies ... \$0.20 each
- iii. color 8½"x11" single sided copies ... \$0.50 each
- iv. color 8½"x11" double sided copies ... \$1 .00 each
- v. PDF images of documents ... \$0.10 per page

c. Compact Disk .. . \$1.00 each

d. Mailing supplies ... \$1.00 per mailing

e. Postage: cost

f. Other supplies: cost

g. Third party fees: cost

Braeburn Glen Civic Club – Members who approved the above Exhibits “A” and “B”.

Print Name

Signature

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Signed on the _____ Day of **MAY, 2022**