

**NINTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
for  
BRIARGROVE PROPERTY OWNERS, INC.**

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THE STATE OF TEXAS       §  
                                          §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of Briargrove Property Owners, Inc., a property owners’ association as defined in Section 202.001 of the Texas Property Code (the “**Association**”), hereby supplements the “Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on July 28, 2000 under Clerk’s File No. U533575, the “Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on January 18, 2008, under Clerk’s File No. 20080031624, the “First Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**First Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on December 30, 2011 under Clerk’s File No. 20110548207, the “Second Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Second Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on October 22, 2015 under Clerk’s File No. 20150483749, the “Third Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Third Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on March 29, 2016 under Clerk’s File No. RP-2016-126477, the “Fourth Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Fourth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on September 28, 2016 under Clerk’s File No. RP-2016-437830, the “Fifth Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Fifth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on May 15, 2017 under Clerk’s File No. RP-2017-209994, the “Sixth Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Sixth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on March 28, 2018 under Clerk’s File No. RP-2018-131164, the “Seventh Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Seventh Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on August 17, 2018 under Clerk’s File No. RP-2018-377447, and the “Eighth Supplemental Notice of Dedicatory Instruments for Briargrove Property Owners, Inc.” (“**Eighth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on June 17, 2020 under Clerk’s File No. RP-2020-259562, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

RP-2020-565228

- **Governing Documents Enforcement and Fine Policy for Briargrove Property Owners, Inc.**

This Ninth 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 Ninth Supplemental Notice is true and correct and the document attached to this Ninth Supplemental Notice is a true and correct copy of the original.

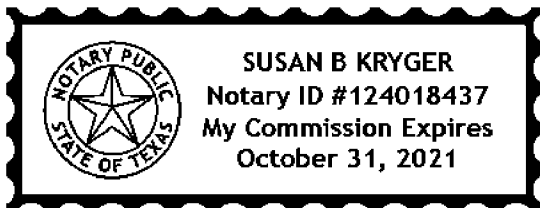
Executed on this 18<sup>th</sup> day of November, 2020.

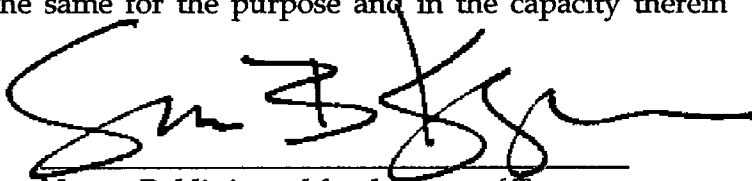
**BRIARGROVE PROPERTY OWNERS, INC.**

By:   
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 18<sup>th</sup> day of November, 2020 personally appeared Eric B. Tonsul, authorized representative of Briargrove 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.



  
Notary Public in and for the State of Texas

RP-2020-565228

**GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY**  
*for*  
**BRIARGROVE PROPERTY OWNERS, INC.**

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF HARRIS       §

I, EARL CORRELL, President of Briargrove Property Owners, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 17<sup>th</sup> day of NOVEMBER, 2020, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy (the "Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. Article IX, Section 9.6 of the Declaration sets forth that if notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the Restrictions or any rules and regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by the Restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of the Declaration.

2. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.

3. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the Articles of Incorporation, Bylaws, guidelines and rules and regulations of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration.

**WITNESSETH:**

It is the policy of the Association to enforce its governing documents as provided below.

**Section 1.     Definitions.**

Capitalized terms used in this Policy have the following meanings:

- 1.1.   **Association** – Briargrove Property Owners, Inc.
- 1.2.   **Board or Board of Directors** – The Board of Directors of the Association.
- 1.3.   **Declaration** – The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Briargrove, recorded under Clerk's File No. U533580 of the Official Public Records of Real Property of Harris County, Texas, and any other applicable amendments, annexations or supplements

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not included herein and any future amendments, annexations or supplements.

- 1.4. **Governing Documents** - The Declaration, the Articles of Incorporation and Bylaws of the Association, all guidelines applicable to the Subdivision, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Harris County, Texas.
- 1.5. **Lot** - Shall mean and refer to the lots shown on the Plat.
- 1.6. **Subdivision** - Shall mean and refer to all of Briargrove, Sections One (1) through Nine (9), a subdivision in Harris County, Texas, according to the plats thereof recorded in the Map Records of Harris County, Texas.

Other capitalized terms used in this Policy have the same meanings as that ascribed to them in the Declaration.

**Section 2. Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** - By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** - A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** - Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety, or whether the violation is incurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or incurable, or a threat to public health or safety, the Board has the authority to make the determination and; therefore, to decide which enforcement procedure will be followed. Provided that, this Policy shall not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

**Section 3. Enforcement - Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved, or the effort required to cure the violation. The Board of Directors may, but shall not be obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** - Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** - After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** - Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter shall be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

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3.4. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the suspension, charge or fine;
- c. a specific date, which must be a reasonable period, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

3.5. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** - If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of right to use Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. **Remedies** - The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.**

Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter shall be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;

4.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing shall be held not later than the thirtieth 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the tenth 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** - Regardless of whether the Owner chooses to request a hearing, fines, suspension of right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

**Section 5. Subsequent Violation.** If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or similar violation. The Association may impose fines or suspend the Owner's right to use Common Area without first sending another demand for compliance.

**Section 6. Fines.** Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose monetary fines against an Owner as a result of a violation pursuant to the Schedule of Fines attached hereto under **Exhibit "A"**. Any fines imposed against an Owner shall be secured by the continuing assessment lien set out in of the Declaration and shall also be the personal obligation of the Owner. The Board of Directors of the Association may adopt and modify from time to time a schedule of fines for various types of violations.

This Policy shall supersede and replace any previously recorded enforcement and/or fining policies applicable to the Association.

I hereby certify that I am the duly elected and acting of the Association and that the foregoing Governing Documents Enforcement and Fine 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 Harris County, Texas.

TO CERTIFY which witness my hand this 17<sup>th</sup> day of NOVEMBER, 2020.

**Briargrove Property Owners, Inc.**

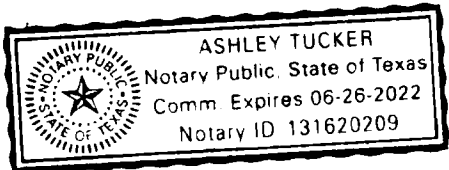
By: [Signature]

Print Name: EARL CORRELL President

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 17 day of November, 2020 personally appeared Earl Correll, President of Briargrove Property Owners, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

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



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EXHIBIT "A"

SCHEDULE OF FINES

Fines for violations of the Governing Documents are as follows:

Curable Violations. A demand letter will be sent to the Owner of the initial violation of the Governing Documents. A fine will then be imposed against an Owner for the same or substantially similar violation of the Governing Documents which shall be Fifty and 00/100 Dollars (\$50.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Governing Documents occurs after a thirty (30) day period from the date of the imposition of the initial fine and any subsequent fine, the amount of the fine will increase by Fifty and 00/100 Dollars (\$50.00) for each subsequent violation. In other words, the second fine will increase to One Hundred and 00/100 Dollars (\$100.00), the third fine will increase to One Hundred Fifty and 00/100 Dollars (\$150.00) and so on.

Uncurable Violations and Violations which Pose a Threat to Public Health or Safety. The amount of the initial fine imposed against an Owner for a violation of the Governing Documents shall be One Hundred and 00/100 Dollars (\$100.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Governing Documents occurs after the imposition of the initial fine, the amount of the fine for the next violation shall be Two Hundred and 00/100 Dollars (\$200.00). If the same or a substantially similar violation of the Governing Documents occurs after the violation resulting in the fine of Two Hundred and 00/100 Dollars (\$200.00), a subsequent violation will result in a final fine in the amount of Three Hundred and 00/100 Dollars (\$300.00).

The Board of Directors of the Association may modify, from time to time, this Schedule of Fines.

Capitalized terms used in this instrument have the same meanings as that ascribed to them in the Governing Documents Enforcement and Fine Policy.

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# Pages 10  
11/18/2020 02:57 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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