

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
WOODBIDGE SUBDIVISION (PHASE TWO)

STATE OF TEXAS                   §  
  §  
COUNTY OF WASHINGTON       §

WHEREAS, BCS Development Company is the Owner and Developer of the subdivision in the City of Brenham, Washington County, Texas, known as WOODBRIDGE SUBDIVISION, PHASE TWO, (herein sometimes called "WOODBIDGE" or "Subdivision"), being 16.238 acres in the A. Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, Developer desires to create and carry out an organized and uniform plan for the improvement, development, sale, and possession of all the numbered lots in said Subdivision, for the benefit of present and future owners of Woodbridge.

NOW THEREFORE, Developer hereby adopts and establishes the following reservations, restrictions, covenants and easements to apply (a) in the use, maintenance, occupancy, preservation of value and conveyance of all such numbered lots in said Subdivision and (b) to use in each contract or deed, which may be executed, delivered and accepted. By acceptance of a contract, deed or other conveyance therefore, whether or not it shall be so expressed in the deed or other conveyance, each lot owner shall be deemed to covenant and agree to the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or referenced in said contract or deed (the headings being employed for convenience only, and not controlling over content).

**1.  
BUILDING SITE**

As used in these restrictions, the term "building site" means all, or all plus a part of an adjacent lot, of the numbered lots in any of the Subdivision.

**2.  
SINGLE FAMILY RESIDENTIAL PURPOSES ONLY**

No lot or building site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage, together with any permitted outbuilding.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof, or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or

- d) A residence occupied by not more than four unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

No provisions in these restrictions shall be construed to prevent the Developer, or any real estate agent or homebuilder as approved by Developer, from erecting, permitting or placing such facilities or structures, either permanent or temporary, of whatever nature, on a lot or lots as may be necessary or convenient during the period of, and in connection with, the sale of lots, or the construction or selling of new residences in the Subdivision. Such facilities may include, but shall not be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales offices. The Developer, or its designated agent, shall also have the right to use a residence, situated on a lot, as a temporary office or a model home during the period of, and in connection with, construction and sales operations in Woodbridge.

### **3.**

#### **ARCHITECTURAL CONTROL COMMITTEE**

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by a majority of the Architectural Control Committee (the "Committee") as to the quality of workmanship and type of building materials; harmony of external design with existing structures; and location with respect to topography, easements, building lines and finish grade elevation. The Architectural Control Committee shall consist of four (4) members, whose names are Randy French, Jeffrey French, Edna Alford and upon election, the first President of the Woodbridge Owners Association (the "Association"). A majority of the Committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving of any member of the Committee, the remaining members shall have full authority to designate a successor. When all lots in the Subdivision, including, any additional lots added and phased into the Subdivision as set forth in Section 30 hereafter have been improved with houses meeting the standards provided for herein, the terms of Randy French, Jeffrey French and Edna Alford will automatically expire and the designation of members of the Committee will be the exclusive responsibility of said Association. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval, or disapproval, as required herein, shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved, all construction on any building site must comply with all the requirements of these Deed Restrictions.

### **4.**

#### **MINIMUM SIZE OF DWELLINGS**

The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 1000 square feet, plus the garage.

**5.**  
**BUILDING LINES**

No building shall be located on any building site nearer to the front lot line, or nearer to the side street line, than the minimum set back lines shown on the recorded plats for the Subdivision. No building shall be located nearer to a rear lot line than the rear easement line.

**6.**  
**FACING OF RESIDENCES**

Residences on corner lots shall face the street from which the greater building setback is shown on the recorded plat. This requirement may be waived by the Committee if, in its sole opinion, the conditions warrant the change.

**7.**  
**MATERIALS REQUIRED**

Only new construction material (except masonry) shall be used in constructing any structures in the Subdivision. Exterior colors (for house, mailbox, fence, roof, and other residential appurtenances), stone or other masonry colors and exterior shutter or door colors all must be approved in writing by the Committee. This includes initial construction and any repainting after initial construction. No structure shall be occupied or used until the exterior construction thereof is completed, the interior construction is substantially completed and a certificate of occupancy has been issued by the City of Brenham, Texas (the "City").

**8.**  
**GARAGES, CARPORTS AND OUT BUILDINGS**

Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence, and shall be constructed for not less than one (1) automobiles unless otherwise approved by the Committee. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the Committee. All roof materials must be of the same nature as the materials used on the main residential dwelling and all garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Any storage buildings, outbuildings or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the lot containing such structures. Any such additional building structures shall be only one story and their location, height, size, building materials and colors must be approved in writing by the Committee, prior to construction.

Unless approved in writing to the contrary by the Committee, garages may not be enclosed unless the original size of garage door is continuously maintained and the visible portion of the residence from the street is not altered. Window unit air conditioners, seen from any street, are not allowed anywhere in the residence structure, including an enclosed garage area. In no way shall the fact that a garage has been enclosed be visually detectable from the street. No exterior door or window may be added to the front of the house within, or in place of, the original garage door if a majority of the garage is enclosed. Additionally, any enclosure of the garage must be approved in writing by the Committee.

**9.**  
**EASEMENTS**

Easements for installation or maintenance of utilities, access and drainage are reserved as shown and provided for on the recorded plats. No buildings or other permanent structures are allowed on these easements, except for driveways, sidewalks, culverts, foot bridges, porches and fences. Future use of these easements as improved bicycle or walking paths is permissible. Any construction over and across a drainage easement must be approved by the City. All easements are to be maintained by the owners of the lots where the easements exist. The repair and maintenance of fences built by the owner of a lot, and damaged by others having legal access to the easement, will be at the expense of the owner.

**10.**  
**NUISANCES PROHIBITED**

No noxious, loud or offensive activity shall be permitted upon any portion of the Subdivision, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

**11.**  
**TEMPORARY STRUCTURES PROHIBITED**

A structure of temporary character, including but not limited to, mobile homes, recreation vehicles, trailers, tents, shacks, garages, barns, basements or other outbuilding, shall not be used on any lot at any time as a residence, either temporarily or permanently.

**12.**  
**SIGNS & WINDOW SCREENS**

No signs of any kind shall be displayed to the public view on any building site or lot, except such signs as shall have been approved by the Committee. No foil paper, cardboard, plywood, newspaper, sheets or other bed linen, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three (3) weeks or less. The Committee's decision about the suitability of window coverings shall be final.

**13.**  
**NO MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for oil, natural gas, or any other mineral or substance, shall be erected, maintained or permitted on any lot.

**14.**  
**LIVESTOCK**

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot, except that dogs (excluding Pit Bulls, Chows, Rottweilers, Dobermans or any dog with a wolf mix, which are strictly prohibited), cats, fowl, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to the neighborhood. All dogs with a previous record of aggressive behavior or instances of biting shall be fenced.

## 15.

### MAINTENANCE OF BUILDING SITES AND LOTS

All building sites and lots, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted. No owner of any lot shall permit the accumulation or burning of garbage, trash or rubbish of any kind thereon.

Those portions of each improved lot that are visible from the street, primarily the front yard, shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a yard is primarily covered with grass and/or ground cover or largely covered with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood.

If the owner of any lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the lot in a neat and attractive condition, the Association may have the grass or vegetation cut, and the lot owner shall be obligated to pay, or otherwise reimburse the Association, for the cost of such work. By acceptance of its grant deed, each lot owner in the Subdivision grants to the Association authority to enter upon such owner's property without threat of trespass or other liability against the Association excepting willful misconduct by Association, its officers, employees and agents.

All clothes lines, yard equipment (including lawn chairs, benches, tables, swings and the like), outdoor cooking equipment (barbeque pits, hibatchis and the like), play equipment (swing sets, slides, pool, etc.), wood piles or storage piles shall be kept screened by a solid wood or masonry fence, service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of streets. Tool sheds, fences and any other construction or improvement shall be subject to approval by the Committee. No fences may be built on the front of any lot unless approved in writing by the Committee. The Committee shall have the right to enforce action to remove violations by injunctive relief if necessary to assure aesthetic quality of the Subdivision.

## 16.

### VEHICLES

No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Association at the owner's expense.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any lot, or upon any lot, unless it is kept inside the garage or yard areas, behind fences or walls, and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle parked for a longer time may be towed away by the Association at the lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit

residents from using the street as the usual overnight parking for vehicles. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooters, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

#### **17. STORAGE OF MATERIALS**

No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence construction of improvements, and then, only if such material shall be placed within the property lines of the lot being improved. No building materials, material scraps, stumps, trees, underbrush, or any refuse of any kind, shall be placed on any other lots, streets or easements in the Subdivision, other than the lot being improved. All such material, if not disposed of immediately, must remain on the lot upon which the construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the lot.

#### **18. GARBAGE AND REFUSE**

All lots shall at all times be kept in a clean, sanitary and attractive condition. No lot shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage, or other waste. All household waste shall be kept only in sanitary containers provided, or approved, by the City. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a residence either within the street or on the lot or right-of-way, except upon those days scheduled for garbage and refuse collection by the City or a privately contracted collector. All garbage cans or refuse containers shall be returned to their customary storage area within eighteen (18) hours of garbage collection.

#### **19. FENCES, WALLS, AND MAILBOXES**

No fence, wall, or any other structure shall be erected, added or placed on any lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the Committee. All fences, walls and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the Committee prior to construction. Each individual lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir, pine, redwood or ornamental metal unless otherwise approved by the Committee. Cyclone fences are allowed only if fully screened from public view (ie. "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the Committee. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the Committee. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence. Final approval of fencing and its facing shall be at full discretion of the Committee.

**20.**  
**CONSTRUCTION STANDARDS**

All construction must meet the requirement and specifications set forth by the City's building codes and ordinances. Where not otherwise specified by such codes and ordinances, the requirements set forth by these Restrictions shall prevail. No manufactured, modular or mobile home shall be permitted in the Subdivision. All houses are to be built on complete concrete slabs that comply with the local building code.

**21.**  
**FIREARMS**

The use or discharge of pistols, rifles, shot guns, or other firearms or firecrackers/fireworks is expressly prohibited in or on any part of the Subdivision. No hunting or trapping of any kind is allowed in the Subdivision.

**22.**  
**ANTENNAE**

No external antennas of any kind shall be permitted on any lot within the Subdivision without prior written approval of the Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any lot, except in backyard areas where it is substantially concealed from public view.

**23.**  
**OBLIGATION OF LOT OWNERS**

It is the obligation of each individual lot owner to familiarize himself or herself with these restrictions and to comply with them. The Committee, the Association or any lot owner in the Subdivision is authorized to initiate any legal action necessary to enforce these restrictions.

**24.**  
**WOODBIDGE OWNERS ASSOCIATION**

There was formed a homeowners non-profit corporation under the laws of the State of Texas on June 8, 2009 called the Brenham Woodbridge Homeowners' Association, Inc., in which the owner of each lot in Woodbridge Subdivision agrees to become, and shall be, a member. Membership shall be limited to the purchasers and owners of lots in the Subdivision. The said non-profit corporation shall have as its purposes and duties the enforcement of these restrictions, covenants and conditions and payment of any and all legal and other expenses in connection therewith; the maintenance, preservation and improvement of the common areas and open parkland within the Subdivision; the keeping and maintaining said property, and every lot therein, in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets; providing for security guards and/or security aids; appointing members to the Committee and keeping it accountable to members, so far as it may lawfully act; maintaining communication among neighbors; engaging in common interest issues; and transacting other business as may be permitted by law. Each member of said Association agrees to pay to said corporation, when formed, dues or assessments for such purposes which may be fixed by law or by lawful acts of the Association's Board of Directors. The initial dues payable to the Association shall be \$200.00 per year. Such sum shall be payable annually. In any calendar year dues and assessments shall never increase by more than ten percent (10%) of the amount payable in the prior year except upon written approval to the

contrary of owners of not less than ninety percent (90%) of the lots in the Subdivision. The Association may contract with any third party, for the collection of its dues. By contractual agreement herein stated, the Association has an automatic right to post a lien on any property on which the assessments are in arrears. Such lien shall in all respects be subordinate and inferior to third party purchase money liens created in connection with acquisition of property and improvements in the Subdivision.

It is understood and agreed that the articles of incorporation and by-laws of said corporation shall provide for substantially the following definitions:

Membership: Every person or entity who is a record owner of any lot in Woodbridge Subdivision (which by covenants of record is subject to assessment by the Association) shall be a member of the Association, provided that any such person or entity does not hold such interest merely as a security for the performance of an obligation.

Voting Rights: The Association shall have two classes of voting memberships:

Class A: Class A members shall be all those owners other than the Developer or a contracted or speculative Builder as defined by the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interests or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer and Builder. The Class B member shall be entitled to four votes for each lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the occurrence of any of the following events, whichever is first:

- (a) When the lot is sold to a third person other than a Developer or Builder.
- (b) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member and entitled to one vote for each lot in which it holds the interests required for membership.

It is further understood and agreed that the articles of incorporation shall provide that the corporation's existence shall be perpetual and that BCS Development Company, as incorporator, shall have the right and duty to appoint the initial Board of Directors of the Association and take all other steps necessary to assure the creation, existence and organization of the corporation.

## 25. PERIOD OF RESTRICTIONS

These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of twenty (20) years from the date this instrument is first recorded. . Thereafter, said reservations, restrictions, covenants, and easements shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the majority of the owners of the lots within the Subdivision, has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.



**26.**  
**ENFORCEABILITY**

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of a lot or lots in the Subdivision, said owner's heirs, executors, administrators or assigns, and the Association. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

**27.**  
**SEVERABILITY**

Invalidation of any one or more of these reservations, restrictions, covenants and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**28.**  
**RIGHTS OF MORTGAGES**

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any lot at the time the easement, restrictions, reservations or covenant may be violated.

**29.**  
**AMENDMENT**

The restrictions, reservations and covenants may be amended in whole or in part by the Developer at any time prior to sale of any lot hereinabove contained to a third party exclusive of home builders. Thereafter, these restrictions, reservations and covenants may be amended by a vote of not less than a majority in interest of all lot owners in the Subdivision.

**30.**  
**ADDITIONAL PHASES**

Developer reserves the right to incorporate additional property or phases within this Declaration by supplemental declarations hereafter, provided that the property so included shall be thereafter charged with all obligations, responsibilities, dues, assessments and charges applicable to other lots in the Subdivision from the effective date of each such supplemental declaration.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Witness my hand this 11<sup>th</sup> day of SEPTEMBER, 2011.

BCS DEVELOPMENT COMPANY

By: [Signature]  
Randy French, President

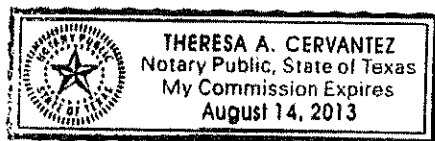
STATE OF TEXAS

§

COUNTY OF BRAZOS

§

This instrument was acknowledged before me on this the 11<sup>th</sup> day of September, 2011, by Randy French, President of BCS Development Company, a Texas corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
BRUCHEZ, GOSS, THORNTON, MERONOFF & HAWTHORNE, P.C.  
4343 Carter Creek Parkway, Suite 100  
Bryan, Texas 77802      File Number: 11-1537:PEM/knh

17) N 70° 49' 51" E (Deed Call N 71° 43' 39" E) for a distance of 26.84 feet to the west corner of Lot 1 WOODBRIDGE SUBDIVISION, SECTION 1 final plat as recorded in the Plat Cabinet File No. 580 B (O.R.W.C.),

THENCE S 16° 15' 00" E along the southwest line of said Lot 1 and Lot 2 of said WOODBRIDGE SUBDIVISION SECTION 1 (580B) for a distance of 400.66 feet to the south corner of said Lot 2, said corner also marking the northwest corner of the called 1 acre Kevin Lampe, et ux tract recorded in Volume 1056, Page 198 (O.R.W.C.);

THENCE along the southerly lines of the called 1 acre tract for the following two (2) calls:

- 1) S 15° 32' 24" E (Deed Call S 14° 39' 24" E - 231.00') for a distance of 231.16 feet to a found 1/2-inch iron rod for corner and
- 2) N 74° 07' 03" E (Deed Call N 75° 05' 45" E - 184.52') for a distance of 184.89 feet to a found 1/2-inch iron rod for corner in the southeast margin of Burleson Street;

THENCE along the said southeast margin of said Burleson Street for the following four (4) calls:

- 1) 182.07 feet in a clockwise direction along the arc of a curve having a central angle of 38° 38' 11", a radius of 270.00 feet, a tangent of 94.65 feet and a long chord bearing S 06° 22' 15" W at a distance of 178.64 feet to a found 1/2-inch iron rod for the Point of Tangency,
- 2) S 25° 41' 20" W (Deed Call S 26° 34' 32" W) for a distance of 99.88 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the left,
- 3) 174.82 feet along the arc of said curve having a central angle of 30° 21' 08", a radius of 330.00 feet, a tangent of 89.51 feet and a long chord bearing S 10° 30' 46" W at a distance of 172.78 feet to a found 1/2-inch iron rod for corner and
- 4) S 16° 09' 30" E (Deed Call S 15° 15' 42" E - 563.06') for a distance of 563.03 feet to a found TxDOT concrete right-of-way monument marking the intersection of the said southeast line of Burleson Street and the before said north right-of-way line of FM 577 Loop (Blue Bell Road);

THENCE along the northerly lines of said Blue Bell Road for the following five (5) calls:

- 1) S 42° 32' 47" W (Deed Call S 43° 21' 51" W - 37.39') for a distance of 37.36 feet to a found 5/8-inch iron rod with TxDOT disk for corner,
- 2) S 86° 50' 58" W (Deed Call S 87° 46' 53" W - 76.59') for a distance of 76.62 feet to a found 5/8-inch iron rod with TxDOT disk for corner,
- 3) N 86° 07' 05" W (Deed Call N 85° 14' 55" W - 189.00') for a distance of 189.05 feet to a found 5/8-inch iron rod with TxDOT concrete right-of-way monument for corner,
- 4) N 79° 12' 25" W (Deed Call N 78° 18' 36" W - 188.87') for a distance of 188.88 feet to a found 5/8-inch iron rod with TxDOT disk for corner and
- 5) N 72° 18' 11" W (Deed Call N 71° 25' 06" W) for a distance of 23.73 feet to the POINT OF BEGINNING and containing 16.238 acres of land, more or less.

**BYLAWS OF  
BRENHAM WOODBRIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1  
DEFINITIONS**

**Woodbridge Defined**

1.01 Woodbridge shall mean all of the real property located in Washington County, Texas, including the land, all improvements and structures on the land, and all easements, rights and appurtenances to the land, more particularly described in the Plat filed of record in Slide #581A-B of the Plat Records of Washington County, Texas and all subsequent phases of Woodbridge Subdivision.

**Declaration Defined**

1.02 "DECLARATIONS" shall mean all of the Deed Restrictions recorded in Volume 1285, Page 323, Official Records of Washington County, Texas, and affecting Woodbridge Phase 1 or any portions thereof, including any amendments to the Declarations as may be made from time to time in accordance with the terms of the Declarations.

**Other Terms Defined**

1.03 Other terms used in these Bylaws shall have the meaning given them in the Declarations, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2  
APPLICABILITY OF BYLAWS**

**Corporation**

2.01 The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Brenham Woodbridge Homeowners Association, Inc., referred to herein as the "Association."

**Applicability**

2.02 The provisions of these Bylaws are applicable to Woodbridge as defined in Paragraph 1.01 of these Bylaws.

**Personal Application**

2.03 All present or future Owners, their employees, guests, or other persons that use the facilities of Woodbridge or its Common Areas, in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any of the Lots of Woodbridge or the mere act of occupancy of any of the Lots or Common Areas will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser or occupant.

## **ARTICLE 3 OFFICES**

### **Principal Office**

3.01 The principal office of the Association shall be located in College Station, Brazos County, Texas.

4090 Highway 6 South  
College Station, Texas 77845

3.02 The Association shall have and shall continuously maintain in Texas a registered office and a registered agent, whose office is identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

## **ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP**

### **Membership**

4.01 The membership of the Association shall consist of all of the Owners of the Lots within Woodbridge. There shall be one class of membership.

### **Proof of Membership**

4.02 The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot in Woodbridge. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

### **No Additional Qualifications**

4.03 The sole qualification for membership shall be ownership of a Lot in Woodbridge. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are authorized or permitted under the Declarations.

### **Certificates of Membership**

4.04 The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership, if issued by the Board of Directors, shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

## **ARTICLE 5 VOTING RIGHTS**

### **Voting**

5.01 Voting shall be on a Lot basis. The Owner of each Lot is entitled to one vote. If a Lot has more than one Owner, the aggregate vote of the Owners of the Lot may not exceed the one vote assigned to the Lot.

### **Proxies**

5.02 At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on (i) conveyance by the Member of the Member's Lot, (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of such Member, or (iii) terms and conditions specifically set forth in such proxy. No proxy shall be valid after eleven (11) months from the date of its execution.

### **Quorum**

5.03 The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 10% of the total voting power of the Association shall constitute a quorum for any action. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the meeting date.

### **Required Vote**

5.04 The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of members, unless the vote of the greater number is required by statute.

## **ARTICLE 6 MEETING OF MEMBERS**

### **Annual Meeting**

6.01 The first meeting of the Association shall be the meeting at which the Bylaws are adopted by the initial Board of Directors named in the Certificate of Formation. The second meeting of the Members of the Association shall be held within eight (8) months after the first meeting, at a time and place to be designated by the Board. After the second meeting, the annual meeting of the Members of the Association shall be held on the third Monday of March of each succeeding calendar year at the hour of 7:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday (excluding Saturdays and Sundays).

### **Special Meetings**

6.02 Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least 25% of the total voting power of the Association.

## Place

6.03 Meetings of the Members shall be held within Woodbridge or at a convenient meeting place as close to Woodbridge as possible, as the Board may specify in writing in its sole discretion.

## Notice of Meetings

6.04 Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least 10 but not more than 50 days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

## Order of Business

6.05 The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

## Action Without Meeting

6.06 Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

# ARTICLE 7 BOARD OF DIRECTORS

## Number

7.01 The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than seven persons, all of whom may be, but need not be, members of the Association.

## Term

7.02 At the first meeting of the Association, the Members shall elect Directors who shall hold office until the second meeting, which shall include the election of Directors by the

Members. After the second meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

#### **Removal**

7.03 Directors may be removed from office without cause by a two-thirds majority vote of the Members of the Association.

#### **Vacancies**

7.04 In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Any directorship to be filled by reason of (i) inability to elect a successor Director hereunder, or (ii) an increase in the number of directors, shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

#### **Compensation**

7.05 With the prior approval of a majority of the Members of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

#### **Powers and Duties**

7.06 The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declarations of Woodbridge and these Bylaws.

### **ARTICLE 8 NOMINATION AND ELECTION OF DIRECTORS**

#### **Nomination**

8.01 Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

#### **Election**

8.02 Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declarations. The nominees receiving the highest number of votes shall be elected.



## **ARTICLE 9 MEETINGS OF DIRECTORS**

### **Regular Meetings**

9.01 Regular meetings of the Board of Directors shall be held semi-annually at a place within Woodbridge and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be by mail, email, a facsimile transmission, or personally to each Director at the Director's addresses and numbers on the records of the Association.

### **Special Meetings**

9.02 Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than two (2) days or more than ten (10) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, facsimile transmission, or email to each Director at the Director's address and numbers as shown in the records of the Association.

### **Quorum**

9.03 A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors.

### **Voting Requirements**

9.04 The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

### **Open Meetings**

9.05 Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

### **Executive Session**

9.06 The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

## **ARTICLE 10 OFFICERS**

### **Enumeration of Officers**

10.01 The Officers of this Association shall be a President and Vice-President and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

### **Term**

10.02 The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

### **Resignation and Removal**

10.03 Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interest of the Association would be served by such removal.

### **Multiple Offices**

10.04 Any two or more offices may be held by the same person, except the offices of President and Secretary.

### **Compensation**

10.05 Officers shall receive such compensation for services rendered to the Association, if any, as determined by the Board of Directors and approved by a majority of the Members of the Association.

## **ARTICLE 11 PRESIDENT**

### **Election**

11.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

### **Duties**

11.02 The President shall:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser Officer.

- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than two (2) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

## **ARTICLE 12 VICE PRESIDENT**

### **Election**

12.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice President.

### **Duties**

12.02 The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice President by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

## **ARTICLE 13 SECRETARY**

### **Election**

13.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

### **Duties**

13.02 The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.

- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

## **ARTICLE 14 TREASURER**

### **Election**

14.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

### **Duties**

14.02 The Treasurer shall:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association.

## **ARTICLE 15 POWERS AND RESPONSIBILITIES**

### **General Powers and Duties**

15.01 The Association shall carry out all of the responsibilities and duties, and shall possess all of the powers, set out in the Declarations and the Texas Non-Profit Corporation Law, acting by and through its Board and officers. All enforcement of restrictions, assessments, liens, maintenance and other elements of the Declarations shall be diligently and consistently carried out by the Association.

### **Specific Duty, Power and Covenant**

15.02 Without limiting the generality of Section 15.01, the Association, acting through its Board and officers, shall have the following powers and authorities:

- (a) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (b) Records. To keep books and records of the Association's affairs.
- (c) Assessments. To levy Assessments as provided in Article 16 below.

- (d) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot for the purpose of enforcing the Declarations, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Article 16 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declarations. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declarations.
- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (f) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Law, as the same is amended from time to time.
- (g) Landscape and Maintenance. To landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, signage, and other areas of the Property, as appropriate.
- (h) Common Areas. To accept, own, operate and maintain all Common Areas.
- (i) Conveyances. To grant and convey portions of Association property, including fee title, leasehold estates, easements, and right-of-way to any governmental entity for public utilities.
- (j) Safety. To provide for security guards and/or security aids.
- (k) Declaration. Exercise any right, duty or power set forth in the Declarations as reserved to the Association.

#### Indemnification

15.03 The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Certificate of Formation or Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Law, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to

constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Law, as amended and in effect from time to time.

## **ARTICLE 16 FUNDS AND ASSESSMENTS**

### **Assessments**

16.01 The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots.

Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment may be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

### **Maintenance Funds**

16.02 The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under these Bylaws. The funds of the Association must be used solely for purposes authorized by these Bylaws, as it may from time to time be amended.

### **Regular Annual Assessments**

16.03 The initial annual Assessment shall be Two Hundred and No/100 Dollars (\$200.00) per year, payable annually. Thereafter, prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Declarations and these Bylaws, including, but not limited to, the cost of all entry ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the Declarations, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided; provided however, assessments may not be increased annually by more than ten percent (10%) of the prior year's assessment amount, and that level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

## Special Assessments

16.04 In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Declarations. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

## Owner's Personal Obligation for Payment of Assessments

16.05 The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may exempt himself for liability for such Assessments. In the event of default in the payment of any such Assessments, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1.25% per month), together with all costs and expense of collection, including reasonable attorney's fees.

## Assessment Lien and Foreclosure

16.06 All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in 16.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Washington County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association shall report to said mortgagee the status of any Assessments relating to the mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

**ARTICLE 17**  
**BOOKS AND RECORDS**

**Maintenance**

17.01 Complete and correct records of account and minutes of proceedings of Meetings of Members, Directors, and committees shall be kept in the possession of the officers or at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

**Inspection**

17.02 The Declarations, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time during normal business hours (exclusive of weekends and holidays).

**ARTICLE 18**

**Amendment of Bylaws**

18.01 These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

18.02 Adopted by the Board of Directors on \_\_\_\_\_, 2009.

BRENHAM WOODBRIDGE HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

Randy French, Director

By: \_\_\_\_\_

Michelle Marshall, Director

By: \_\_\_\_\_

Edna Alford, Director



### Certificate of Adoption of Bylaws

This is to certify:

That I am the duly elected, qualified and acting Secretary of BRENHAM WOODBRIDGE HOMEOWNERS ASSOCIATION, INC., and that the above bylaws were duly adopted as the bylaws of said Non-Profit Corporation by the Board of Directors of said Non-Profit Corporation.

Dated: \_\_\_\_\_, 2009

By: Michelle Marshall  
Secretary

The undersigned, being all the Directors of the Corporation, hereby consent to all the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Randy French  
RANDY FRENCH

Michelle Marshall  
MICHELLE MARSHALL

Edna Alford  
EDNA ALFORD

**STATE OF TEXAS** §  
§  
**COUNTY OF Washington** §

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**Records Inspection Policy for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

This Records Inspection Policy for the Brenham Woodbridge Homeowners Assoc., Inc. (the "Policy") is adopted by the Brenham Woodbridge Homeowners Assoc., Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Brenham Woodbridge Homeowners Assoc., Inc.'s Board of Directors (the "Board") on 9/1/2013.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
  - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
  - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
  - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
  - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.

- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**Payment Plan Policy for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

WHEREAS, The Brenham Woodbridge Homeowners Assoc., Inc. (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0062 of the TEXAS PROPERTY CODE requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "Board") desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following "**Payment Plan Policy**" (the "Policy"):

- 1.) Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- 2.) Duration & Terms
  - a. A Payment Plan shall have a minimum term of not less than 3 months;
  - b. Association may use its discretion to determine the maximum term of a payment plan;
  - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
  - d. Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
  - e. Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
  - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
  - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- 3.) Execution
  - a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.
- 4.) Fees and Payment

- a. All payments shall be due by the date specified in the Payment Plan;
- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

**5.) Default**

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

**EFFECTIVE DATE:** 9/1/2013

**Authorized Board Member Signature:** Jean Luera **Date:** \_\_\_\_\_

**STATE OF TEXAS** §  
§  
**COUNTY OF Washington** §

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**E-mail Registration Policy for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

WHEREAS, The Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051(f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "*E-mail Registration Policy*" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at [www.spectrumam.com](http://www.spectrumam.com) that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after 9/1/2013.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature: Jean Luera                   Date: \_\_\_\_\_



**Religious Item Display Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Religious Displays

**WHEREAS:**

1. The Texas Property Code Chapter 202 Section 202.018 precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and
2. Pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the display of religious items.

**BE IT RESOLVED THAT:**

1. In order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.
  - a. The religious item cannot threaten public health or safety.
  - b. The religious item cannot violate the law.
  - c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
  - d. The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
  - e. The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
  - f. The Association may remove any item that does not conform to the statute.
2. In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Policy controls.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature: Jean Luera                   Date: \_\_\_\_\_

**Solar Energy Device Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Solar Energy Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.
  - a. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee;
  - b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
  - c. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline;
  - d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line;
  - e. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.

2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**Roofing Material Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Roofing Materials

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.011 precludes associations from adopting or enforcing a prohibition ore restriction on certain roofing materials.
2. Pursuant to Section 202.011 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on roofing materials.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.
  - a. Certain types of roof shingles are designed the prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities.
  - b. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee.
  - c. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision.
  - d. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision.
  - e. The shingles must match the aesthetics of other properties surrounding the owner's property.
4. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature: Jean Luera                   Date: \_\_\_\_\_

**Rainwater Collection Devices Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Rainwater Collection Devices

**WHEREAS:**

- 1.) The Texas Property Code Chapter 202 Section 202.007(d) precludes associations from adopting or enforcing certain prohibitions on restrictions on rain barrels and rainwater harvesting systems; and
- 2.) Pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on rainwater harvesting systems.

**BE IT RESOLVED THAT:**

- 1.) In order to comply with Section 202.007(b) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rainwater harvesting devices:
  - a. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
  - b. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
  - c. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
  - d. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
  - e. There must be sufficient areas on the owner's property to install the barrels or system.
- 2.) In the event of any conflict between these provisions and any rainwater collection device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Rainwater Collection Device Policy controls.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature:           Jean Luera           Date:

**STATE OF TEXAS** §  
§  
**COUNTY OF Washington** §

WHEREAS, the Association adopted a Policy through resolution of the Brenham Woodbridge Homeowners Assoc., Inc.'s Board of Directors (the "Board") on 9/1/2013.

**NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:**

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**Records Inspection Policy for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

This Records Inspection Policy for the Brenham Woodbridge Homeowners Assoc., Inc. (the "Policy") is adopted by the Brenham Woodbridge Homeowners Assoc., Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Brenham Woodbridge Homeowners Assoc., Inc.'s Board of Directors (the "Board") on 9/1/2013.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
  - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
  - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
  - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
  - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.

- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_



**Payment Plan Policy for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS

§

COUNTY OF Washington

§

§

WHEREAS, The Brenham Woodbridge Homeowners Assoc., Inc. (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0062 of the TEXAS PROPERTY CODE requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "Board") desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following "Payment Plan Policy" (the "Policy"):

- 1.) Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- 2.) Duration & Terms
  - a. A Payment Plan shall have a minimum term of not less than 3 months;
  - b. Association may use its discretion to determine the maximum term of a payment plan;
  - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
  - d. Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
  - e. Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
  - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
  - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- 3.) Execution
  - a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.
- 4.) Fees and Payment

- a. All payments shall be due by the date specified in the Payment Plan;
- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

**5.) Default**

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

**EFFECTIVE DATE:** 9/1/2013

**Authorized Board Member Signature:** Jean Luera **Date:** \_\_\_\_\_

**STATE OF TEXAS** §  
§  
**COUNTY OF Washington** §

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

**NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:**

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

**EFFECTIVE DATE:** 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**E-mail Registration Policy for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

WHEREAS, The Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051(f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "***E-mail Registration Policy***" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at [www.spectrumam.com](http://www.spectrumam.com) that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after 9/1/2013.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature: Jean Luera                   Date: \_\_\_\_\_

**Religious Item Display Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Religious Displays

**WHEREAS:**

1. The Texas Property Code Chapter 202 Section 202.018 precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and
2. Pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the display of religious items.

**BE IT RESOLVED THAT:**

1. In order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.
  - a. The religious item cannot threaten public health or safety.
  - b. The religious item cannot violate the law.
  - c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
  - d. The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
  - e. The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
  - f. The Association may remove any item that does not conform to the statute.
2. In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Policy controls.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature: Jean Luera                   Date: \_\_\_\_\_

**Solar Energy Device Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Solar Energy Devices

**WHEREAS:**

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.

**BE IT RESOLVED THAT:**

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.
  - a. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee;
  - b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
  - c. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline;
  - d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line;
  - e. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.

2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**Roofing Material Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Roofing Materials

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.011 precludes associations from adopting or enforcing a prohibition ore restriction on certain roofing materials.
2. Pursuant to Section 202.011 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on roofing materials.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.
  - a. Certain types of roof shingles are designed the prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities.
  - b. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee.
  - c. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision.
  - d. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision.
  - e. The shingles must match the aesthetics of other properties surrounding the owner's property.
4. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature: Jean Luera                   Date: \_\_\_\_\_



**Rainwater Collection Devices Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Rainwater Collection Devices

**WHEREAS:**

- 1.) The Texas Property Code Chapter 202 Section 202.007(d) precludes associations from adopting or enforcing certain prohibitions on restrictions on rain barrels and rainwater harvesting systems; and
- 2.) Pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on rainwater harvesting systems.

**BE IT RESOLVED THAT:**

- 1.) In order to comply with Section 202.007(b) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rainwater harvesting devices:
  - a. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
  - b. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
  - c. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
  - d. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
  - e. There must be sufficient areas on the owner's property to install the barrels or system.
- 2.) In the event of any conflict between these provisions and any rainwater collection device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Rainwater Collection Device Policy controls.

EFFECTIVE DATE:           9/1/2013

Authorized Board Member Signature: Jean Luera                   Date: \_\_\_\_\_

**Flag Display Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                    §  
   §  
COUNTY OF Washington        §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc. and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

**RE:    Architectural Guidelines for Flag Displays**

**WHEREAS:**

- 1.) The Texas Property Code Section 202.011 precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and
- 2.) Pursuant to Section 202.011 of the Texas Property Code, the Board of Directors is permitted to adopt certain guidelines on flag displays.

**BE IT RESOLVED THAT:**

- 1.) In order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays:
  - a. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
  - b. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
  - c. A flagpole, whether attached to a dwelling or freestanding, must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
  - d. The flag display must conform to all setbacks, easements, and zoning ordinances.
  - e. Flag poles may be installed in the front yard with the approval of the Architectural Control Committee so long as there is not less than a 15' setback.
  - f. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
  - g. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
  - h. Flag size is limited to 3' x 5'.
  - i. An owner can only place a flagpole or flag on their own property with the approval of the Architectural Control Committee and no other property.
  - j. You must abate any noise that is caused by the external halyard of a flagpole.
- 2.) The American Flag, Texas Flag or flag from one of the United States armed services may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the Architectural Control Committee.

- 3.) In the event of any conflict between these provisions and any flag display restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies and the Declaration, this Flag Display Policy controls.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_

**Drought-Resistant Landscaping and Natural Turf Guidelines for the  
Brenham Woodbridge Homeowners Assoc., Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF Washington       §

Pursuant to the Bylaws of the Brenham Woodbridge Homeowners Assoc., Inc. and the Declaration of Protective Covenants, the Directors of the Brenham Woodbridge Homeowners Assoc., Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

**RE:   Architectural Guidelines for Drought-Resistant Landscaping and Natural Turf**

**WHEREAS:**

1. The Texas Property Code Section 202.007 precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant landscaping or water conserving natural turf; and
2. In the best interest of the Association in light of frequent and persistent drought conditions in the area, the Association desires to adopt the following guidelines.

**BE IT RESOLVED THAT** the Association's supplementary guidelines on drought-resistant landscaping and water conserving natural turf are as follows:

1. In order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for the use of drought-resistant landscaping or water conserving natural turf:
  - a. The Architectural Control Committee (ACC or ARC) will allow variances for xeriscaping as long as 25% of publicly visible area is covered with natural turf and all other guidelines below are met.
  - b. Homeowners must submit an Architectural Control Committee request or a request for a variance to the Architectural Control Committee (as applicable). The request must include details of the project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.
  - c. Non-turf planted areas must be bordered to define the xeriscaped areas clearly from turfed areas.
  - d. Xeriscaped areas must be kept maintained at all times to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
  - e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.
  - f. No plants may encroach onto or over public sidewalks.
  - g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks.
  - h. Urns, pots, and other manmade ornamentation cannot exceed four (4) items in public view.
  - i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.
  - j. Sickly and dying plants must be removed and replaced.

- k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
2. Xeriscaping - Xeriscaping means using native and adapted plants that grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions.
3. Ground Cover - If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.
4. Plants - Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crushed granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
5. Borders - Xeriscaped areas must be surrounded by a border to clearly define the xeriscaped areas from turfed areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the Architectural Control Committee. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
6. Turf Grasses - Homeowners should consider replacing "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
7. Hardscapes - Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb.
8. Landscape Maintenance - Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This

includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.

9. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Jean Luera Date: \_\_\_\_\_