

NOTICE OF DEDICATORY INSTRUMENTS
for
AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF BRAZOS §

The undersigned, being the authorized representative of Austin's Colony Homeowners Association of Bryan, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby states as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Austin Colony, Phase I, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 2070, Page 109 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - b. Austin Colony, Phase II, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 2441, Page 198 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - c. Austin Colony, Phase III, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 2756, Page 207 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - d. Austin Colony, Phase IV, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 3272, Page 303 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - e. Austin Colony, Phase 5A, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 3726, Page 24 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - f. Austin Colony, Phase VI, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 3718, Page 195 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - g. Austin Colony, Phase 7A, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 3971, Page

181 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.

- h. Austin Colony, Phases 7B and 7C, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 4184, Page 109 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- i. Austin Colony, Phase 8A, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 4838, Page 203 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- j. Austin Colony, Phase 8B, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 5380, Page 284 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- k. Austin Colony, Phase 9, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 6302, Page 15 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- l. Austin Colony, Phases 10A and 10B, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 7912, Page 21 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- m. Austin Colony, Phases 11A and 11C, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 8892, Page 22 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- n. Austin Colony, Phase 11B, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 9530, Page 86 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- o. Austin Colony, Phase 12A, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 10515, Page 291 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
- p. Austin Colony, Phase 13, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 11975, Page 70 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.

- q. Austin Colony, Phase 14, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 13332, Page 32 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - r. Austin Colony, Phase 15, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 13332, Page 32 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - s. Austin Colony, Phase 16, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 14057, Page 262 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - t. Austin Colony, Phase 17, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 14057, Page 262 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - u. Austin Colony, Phase 18, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 15270, Page 41 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
 - v. Austin Colony, Phase 19, a subdivision in Brazos County, Texas according to the map or plat thereof recorded in Volume 14825, Page 165 of the Map Records of Brazos County, Texas and all amendments to or replats of said maps and plats, if any.
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows. This recitation may not include further restrictive covenant documents, amendments and supplements governing the Property:
- a. Documents:
 - (1) Declaration of Covenants and Restrictions of Austin's Colony, Phase I.
 - (2) Declaration of Covenants and Restrictions Austin's Colony, Phase II.
 - (3) Declaration of Covenants and Restrictions Austin's Colony, Phase III.
 - (4) Supplemental Declaration to Covenants and Restrictions of Austin's Colony, Phase III.

- (5) Declaration of Covenants and Restrictions Austin's Colony, Phase IV.
- (6) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 5A.
- (7) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase VI.
- (8) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 7A.
- (9) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 7B & Phase 7C.
- (10) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 8A.
- (11) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 8B.
- (12) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 9.
- (13) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 10A and 10B.
- (14) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phases 11A and 11C.
- (15) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 11B.
- (16) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 12A.
- (17) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 13.
- (18) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 14.
- (19) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 15.
- (20) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 16.
- (21) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 17.
- (22) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 18.
- (23) Supplementary Declaration of Covenants and Restrictions for Austin's Colony, Phase 19.

b. Recording Information:

- (1) Brazos County Clerk's File No. 549348.
- (2) Volume 2450, Page 69, *et seq.* in the Official Public Records of Brazos County, Texas.
- (3) Brazos County Clerk's File No. 622157.
- (4) Brazos County Clerk's File No. 00953429.
- (5) Brazos County Clerk's File No. 0669067.

- (6) Brazos County Clerk's File No. 0708596.
- (7) Brazos County Clerk's File No. 0709884.
- (8) Brazos County Clerk's File No. 0731183.
- (9) Brazos County Clerk's File No. 0749156.
- (10) Brazos County Clerk's File No. 00789474.
- (11) Brazos County Clerk's File No. 00821563.
- (12) Brazos County Clerk's File No. 00870610.
- (13) Brazos County Clerk's File No. 00959781.
- (14) Brazos County Clerk's File No. 01016341.
- (15) Brazos County Clerk's File No. 01054807.
- (16) Brazos County Clerk's File No. 01115710.
- (17) Brazos County Clerk's File No. 01191973.
- (18) Brazos County Clerk's File No. 01263549.
- (19) Brazos County Clerk's File No. 01263548.
- (20) Brazos County Clerk's File No. 01299260.
- (21) Brazos County Clerk's File No. 01299261.
- (22) Brazos County Clerk's File No. 1358762.
- (23) Brazos County Clerk's File No. 1336770.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Brazos County, Texas:

a. Document:

- (1) Amended and Restated Bylaws of Austin's Colony Homeowners Association of Bryan, Inc.
- (2) Governing Documents Enforcement and Fine Policy for Austin's Colony Homeowners Association of Bryan, Inc.
- (3) Austin's Colony Homeowners Association of Bryan, Inc. Collection Policy and Payment Plan Guidelines.
- (4) Document Retention Policy Austin's Colony Homeowners' Association, Inc.
- (5) Amended Religious Item Display Policy for Austin's Colony Homeowners Association of Bryan, Inc.
- (6) Amended Roofing Materials Policy for Austin's Colony Homeowners Association of Bryan, Inc.
- (7) Amended Flag Display Policy for Austin's Colony Homeowners Association of Bryan, Inc.
- (8) Solar Energy Device Policy for Austin's Colony Homeowners Association of Bryan, Inc.
- (9) Rain Barrel and Rainwater Harvesting System Policy for Austin's Colony Homeowners Association of Bryan, Inc.
- (10) Payment Plan Policy for Austin's Colony Homeowners Association of Bryan, Inc.

- (11) Open Records Policy for Austin's Colony Homeowners Association of Bryan, Inc.
- (12) Records Production and Copying Policy Austin's Colony Homeowners' Association.

b. Recording Information:

- (1) Brazos County Clerk's File No. 1501825.
- (2) Brazos County Clerk's File No. 1543770.
- (3) Brazos County Clerk's File No. 01154097.
- (4) Brazos County Clerk's File No. 01154098.
- (5) Brazos County Clerk's File No. 01305276.
- (6) Brazos County Clerk's File No. 01305277.
- (7) Brazos County Clerk's File No. 01305278.
- (8) Brazos County Clerk's File No. 01297830.
- (9) Brazos County Clerk's File No. 01297834.
- (10) Brazos County Clerk's File No. 01297835.
- (11) Brazos County Clerk's File No. 01297836.
- (12) Brazos County Clerk's File No. 01154099.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraphs 2 and 3 above, the following documents are Dedicatory Instruments governing the Association:

- **Security Measures Policy for Austin's Colony Homeowners Association of Bryan, Inc.**
- **Governing Documents Enforcement and Fine Policy for Austin's Colony Homeowners Association of Bryan, Inc.**
- **Voting Policy for Austin's Colony Homeowners Association of Bryan, Inc.**
- **Common Area Usage Policy for Austin's Colony Homeowners Association of Bryan, Inc.**
- **209 Hearing Policy for Austin's Colony Homeowners Association of Bryan, Inc.**
- **ACC Candidate Solicitation Policy for Austin's Colony Homeowners Association of Bryan, Inc.**
- **Leasing and Occupancy Policy for Austin's Colony Homeowners Association of Bryan, Inc.**

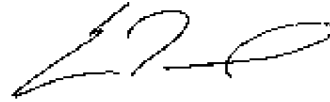
True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Brazos County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this the 16th day of September, 2025.

AUSTIN'S COLONY HOMEOWNERS
ASSOCIATION OF BRYAN, INC.

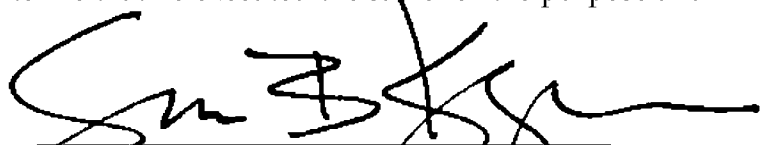
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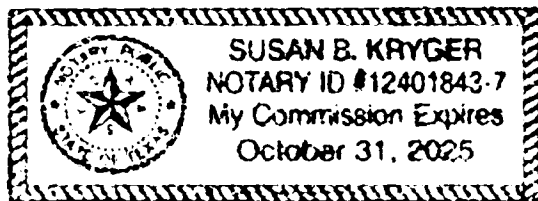


Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 16th day of September, 2025, personally appeared Eric B. Tonsul, authorized representative of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

SECURITY MEASURES POLICY
for
AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.

STATE OF TEXAS §
 §
 COUNTY OF BRAZOS §

I, Laura A. Bailey, Secretary of Austin's Colony Homeowners Association of Bryan, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 15th day of September, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy (the "Policy") was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Policy is that property restricted by the restrictive covenant documents referred to in the Association's current Management Certificate filed of record in the Official Public Records of Real Property of Brazos County, Texas for each subdivision under the jurisdiction of the Association, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 19C of the Association's Amended & Restated Bylaws grants the Board the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.
3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.
4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.
5. Any reference made herein to approval by the Architectural Control Committee (the "ACC"), means prior written approval by the ACC.
6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

Security Measures Policy for Austin's Colony Homeowners Association of Bryan, Inc.

Page 1 of 6

SECURITY MEASURES POLICY

1. **ACC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an ACC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ACC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

a. Security measure fencing generally:

- (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
- (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the ACC.

- (iii) No vines or vegetation shall be allowed to grow on security measure fencing.
 - (iv) Security measure fencing must be located on the perimeter of a Lot, however, it is prohibited for security measure fencing to: (i) be located across sidewalks; and/or; (ii) to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the Declaration and all other applicable Association governing documents.
- b. Security measure fencing shall not be permitted to be installed on any Lot nearer to the front lot line than the front building setback unless: 1) the Owner's residential address is exempt from public disclosure under state or federal law, or 2) the Owner provides documentation to the Association from a law enforcement agency of the Owner's need for enhanced security measures.
 - c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
 - d. Placement of fencing and/or security measures of any type must comply with City, County, and/or State Regulations and Ordinances, if any.
 - e. The ACC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
 - f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the ACC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the ACC application to the ACC. In the event that the Affected Lot Owner(s) refuse to sign the ACC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosures shall be black, or any color approved by the ACC. Notwithstanding the foregoing, the ACC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and

absolute discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk. No fence or wall may be installed that obstructs a sidewalk, drainage area or easement/license areas. In the event a Lot is subject to a front yard security measure fence exception as referenced in Section 3(b) above, if a driveway gate is installed, the gate must be set back at least ten (10) feet from a right-of-way if the driveway intersects with a laned roadway.

6. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ACC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND

COMMITTEE MEMBERS COMPRISING THE ACC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Brazos County, Texas.

TO CERTIFY which witness my hand this the 15th day of September 2025.

Austin's Colony Homeowners
Association of Bryan, Inc.

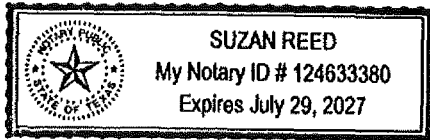
By Laura A. Bailey

Printed: Laura A. Bailey

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 15 day of September, 2025, personally appeared Laura A. Bailey, Secretary of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Suzan Reed
Notary Public in and for the State of Texas

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

I, Laura A Bailey, Secretary of Austin's Colony Homeowners Association of Bryan, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 15th day of September, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article Section 28 of the Declaration authorizes the Association to enforce all covenants, conditions and restrictions set forth in the Declaration.
2. Article III, Section 19(f), of the Bylaws authorizes the Association to levy fines against an Owner for violations of the Governing Documents, subject to compliance with notice requirements imposed by law.
3. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
4. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Governing Documents of the Association consistent with Section 209.006 of the Texas Property Code.
5. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Bylaws** – The Amended & Restated Bylaws of Austin’s Colony Homeowners Association of Bryan, Inc. recorded in the Official Public Records of Real Property of Brazos, Texas under Instrument No. 1501825, as amended and supplemented.
- 1.2. **Declaration** – Shall mean the restrictive covenant documents referred to in the Association’s current Management Certificate filed of record in the Official Public Records of Real Property of Brazos County, Texas for each subdivision under the jurisdiction of the Association, as same has been or may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 1.3. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

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

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

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

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

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;

- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

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

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

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

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

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

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and

- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

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

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

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

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

means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice.

3.6 Hearing Packet – The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

3.7 Conducting the Hearing – During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

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

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

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

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

Section 4. Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

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

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

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice.

4.3. **Hearing Packet** – The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

4.4. **Conducting the Hearing** – During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

4.5. **Remedies** – Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is

not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

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

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

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

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. Fines may be assessed for any violation of the Governing Documents, including but not limited to architectural violations, violations for using a lot in a prohibited manner, failure to take required action, and failure to maintain a lot or the structures thereon.

Pursuant to Section 209.0061 of the Texas Property Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

Curable Violations

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Chapter 209 - Demand Letter	30 days	No Charge
1 st Notice of Fine Letter	30 days	\$100.00
2 nd Notice of Fine Letter	30 days	\$200.00
Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	\$200.00

Uncurable Violations and Violations Posing a Threat to Public Health or Safety

Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	\$500.00

Violations of the Leasing and Occupancy Policy

Notice	Time to Cure (estimate)	Fine Amount
Violation of the unauthorized short-term rental policy	N/A	\$500.00/per day
Advertisement of unauthorized short-term rental	N/A	\$200.00/per advertisement instance

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Texas Property Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Governing Documents, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board shall not be construed as a waiver of the fine schedule or the Governing Documents. Any fine levied by the Association is the personal obligation of the Owner.

I hereby certify that I am the duly elected and acting Secretary of the Austin's Colony Homeowners Association of Bryan, Inc. and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos, Texas.

TO CERTIFY which witness my hand this 15th day of September, 2025.

Austin's Colony Homeowners Association of Bryan,
Inc.

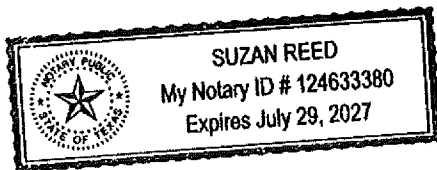
By Laura A. Bailey

Printed: Laura A. Bailey

Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 15 day of September, 2025, personally appeared Laura A. Bailey Secretary of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Suzan Reed
Notary Public in and for the State of Texas

VOTING POLICY
for
AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF BRAZOS §

I, Laura A. Bailey, Secretary of Austin's Colony Homeowners Association of Bryan, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 15th day of September, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Voting Policy (the "Policy") was duly approved by a majority vote of the members of the Board:

RECITALS:

WHEREAS, membership voting is governed in whole or in part by Sections 209.0056, 209.0058, 209.0059, 209.00592, 209.00593 and 209.0054 of Texas Property Code.

WHEREAS, Section 209.00592(a-1) of the Texas Property Code was recently amended requiring an association to allow an owner to vote by one of the following methods: (1) absentee ballot; (2) proxy; or (3) electronic ballot, and Section 209.0056 of the Texas Property Code was amended to permit a meeting of the owners to be held by any method of communication, including electronic and telephonic means as provided by Section 6.002 of the Business Organizations Code.

WHEREAS, the Board has determined it would be in the best interest of the Association to adopt procedures for owner voting to provide for voting consistency within the Association and comply with the newly enacted state law.

NOW THEREFORE, the Board hereby adopts the following Voting Policy:

POLICY:

1. Owners may vote by any one, or more, of the following methods as may be determined by the Board: (1) in person, (2) by absentee ballot, (3) by proxy, (4) by any electronic means, or (5) any other process approved by the Board.

2. The Association is not required to provide an owner with more than one voting method for Association wide votes or elections. However, the Association must permit an owner to vote by one (1) of the following methods:
 - a. absentee ballot;
 - b. proxy; or
 - c. electronic ballot.
3. The Board shall have the sole and absolute 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 choose not to accept any other form of these instruments in connection with an Association vote or election.
4. The Board may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Owners shall otherwise be entitled to obtain from the Association copies of unexecuted Voting Instruments.
5. Voting Instruments will be completed and submitted to the Association in accordance with the instructions on the Voting Instruments, or as otherwise determined by the Board.
6. The Board may require Voting Instruments to contain the owner's contact information, such as their property address, telephone number, and/or email address for verification purposes. All Voting Instruments must be signed and dated by the Owner 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 if the identity of the owner cannot be confirmed.
7. Meetings of the Association, including but not limited to meetings of the owners, elections, Board meetings, committee meetings and townhall meetings, may be held by the following means as determined by the Board:
 - a. in-person;
 - b. telephone conference;
 - c. electronic communications system (including videoconferencing technology or the Internet);
 - d. any similar communications equipment; or
 - e. any combination of the options above.

Capitalized terms used in this Policy have the same meaning ascribed to them in the Association's Bylaws unless otherwise provided herein.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

Austin's Colony Homeowners Association of
Bryan, Inc.

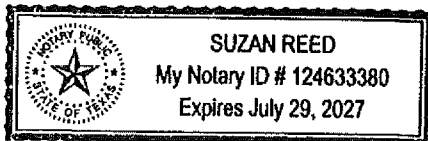
By: Laura A. Bailey

Printed: Laura A. Bailey

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 15 day of September 2025 personally appeared Laura A. Bailey, Secretary of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Suzan Reed
Notary Public in and for the State of Texas

Voting Policy for Austin's Colony Homeowners Association of Bryan, Inc.

Page 3 of 3

COMMON AREA USAGE POLICY
for
AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

I. PURPOSE

The purpose of this Common Area Usage Policy (this "Policy") is to prescribe the purposes for which Owners and Residents of Austin's Colony may utilize the Common Areas within the community (the "Property"). The Board of Directors (the "Board") of Austin's Colony Homeowners Association of Bryan, Inc., a Texas nonprofit corporation (the "Association"), has determined that it is in the best interest of the Association to establish this Policy concerning the usage of the Common Areas subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the restrictive covenant documents referred to in the Association's current Management Certificate filed of record in the Official Public Records of Real Property of Brazos County, Texas for each subdivision under the jurisdiction of the Association, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy for all purposes by this reference.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority set forth in the Dedicatory Instruments and Texas Property Code 202.013, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. COMMON AREA USAGE POLICY

A. Common Area Usage in General

1. Permitted Use

Except as otherwise provided in this Policy or as set forth in other Dedicatory Instruments encumbering the Property, Owners and Residents may only utilize the Common Areas within the Property for purposes consistent with the purposes for which the Association was formed, as set forth in the Dedicatory Instruments and Texas law (the "Permitted Use").

Owners and residents may not utilize any portion of the Common Area for any commercial events or purposes or for events or purposes which produce revenue or which are intended to produce revenue (regardless of whether or not any revenue is actually produced), unless otherwise approved by the Board in writing prior to the commencement of such use. Furthermore, in no case may an Owner or Resident utilize the Common Area within the Property for any use or purpose which is illegal or which is otherwise not in keeping with the community wide standard established and existing throughout the Property.

The Board, in its sole and absolute discretion, may determine (i) whether any use of the Common Area constitutes a Permitted Use, and (ii) whether any use of the Common Area is in keeping with the community wide standard. Furthermore, the Board, in its sole and absolute discretion, may approve or disapprove of the use of the Common Area by an Owner or resident for a commercial event or purpose or for an event or purpose which produces or is intended to produce revenue.

2. Policies, Rules, and Regulations

The Board may promulgate and amend policies, rules, and regulations pertaining to the usage of the Common Area by Owners and Residents of the Property, including policies, rules, and regulations pertaining to the rental or reservation of various portions of the Common Area and the usage of any facilities located in the Common Area. Each Owner and Resident present at and utilizing the Common Area must abide by the restrictions set forth in the Dedicatory Instruments, including this Policy and any policies, rules, and regulations adopted by the Board pertaining to usage of the Common Area. Failure of the Owner or Resident to abide by such policies, rules, and regulations constitutes a deed restriction violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

3. Rentals and Reservations

The Board reserves the right, in its sole and absolute discretion, to designate portions of the Common Area as areas which require a reservation or rental prior to use by an Owner or Resident. Furthermore, the Board reserves the right, in its sole and absolute discretion, to alter any designation previously made for a portion of the Common Area. Any such designation or redesignation may be set forth in a Dedicatory Instrument or may be made by Board resolution from time to time. In the event of a designation of a portion of the Common Area as an area which requires rental prior to use by an Owner or Resident, the Owner or resident must enter into a facilities rental agreement with the Association prior to such use. In the event of a designation of a portion of the Common Area as an area which requires reservation without rental, the Board has the sole and absolute discretion to determine whether such Owner or Resident must enter into a facilities usage agreement with the Association prior to such use.

Each Owner or Resident who enters into a facilities usage agreement or a facilities rental agreement, as applicable, with the Association must abide by the terms set forth in such agreement, in addition to the provisions of all Dedicatory Instruments governing the Property. Failure to abide by the terms of any such agreement or failure to enter into such agreement with the Association prior the use of the Common Area constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

4. Compliance with Applicable Law

The provisions in this Section A. are not intended to prohibit the use of the Common Area for any Political Event (as defined below) that is authorized by state or federal law. If it is found that any provision in this Section A. is in violation of any such laws, then the remaining provisions within Section A. must be interpreted to be as restrictive as possible to preserve as much of the original provisions as allowed by law.

B. Political Events

1. Political Events in General

Notwithstanding anything contained in this Policy to the contrary, Owners and Residents who reside within the Property ("Residents") may utilize the Common Area within the Property for Political Events. For purposes of this Policy, a "Political Event" means the extension of an invitation by an Owner or a Resident to (i) a governmental official or (ii) a candidate who has been qualified in an appropriate election to run for public governmental office (a "Candidate"), to address or to meet with Owners and Residents at the Common Area.

The Board has the sole and absolute discretion to determine what kinds of events constitute Political Events and whether any proposed action on or use of the Common Area falls outside of the scope of a Political Event.

2. Policies, Rules, and Regulations Pertaining to Political Events

All Political Events hosted within the Property are subject to policies, rules, and regulations adopted by the Board pertaining to gatherings and events held on the Common Area by Owners and Residents of the Property. Such policies, rules, and regulations may include, by way of illustration and not in limitation, the following:

- (a) A requirement that an Owner or Resident enter into a rental agreement or facilities usage agreement with the Association prior to the rental or use of the Common Area;
- (b) A requirement that an Owner or Resident issue payment to the Association of a rental or usage fee, security deposit, and other related fees in connection with any rental or reservation of the Common Area;
- (c) A requirement that each Owner and Resident comply, and cause all guests, invitees, and licensees of such Owner or Resident to comply, with all Dedicatory Instruments encumbering the Property at all times while the Owner or Resident, or any guest, licensee, or invitee of an Owner or Resident is present at or using the Common Area;
- (d) A limitation on the maximum occupancy of the Common Area or any facility located in the Common Area;
- (e) A restriction on the dates and times during which the Common Area or a facility located in the Common Area may be used; and
- (f) A restriction specifying those portions of the Common Area that are available for use.

Each Owner or Resident hosting a Political Event within the Property must abide, and must cause all guests, licensees, and invitees of such Owner or Resident to abide, by the applicable restrictions set forth in the Dedicatory Instruments, including this Policy, any policies, rules, and regulations adopted by the Board pertaining to gatherings and events on the Common Area, and the provisions of any rental or facilities usage agreement entered into by and between the Owner or Resident and the Association pursuant to such policies, rules, and regulations. Failure of the Owner or Resident or any guest, licensee, or invitee of such Owner or Resident to abide by the Dedicatory Instruments constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

3. Disclaimer; Limitation of Liability

The use of a Common Area for the purpose of hosting a Political Event in no way constitutes (i) the participation or intervention of the Association in any political campaign on behalf of any governmental official or Candidate, (ii) the endorsement by the Association of the governmental official or Candidate participating in the Political

Event, or (iii) the endorsement by the Association of any ballot measure supported by such governmental official or Candidate or discussed during or in connection with the Political Event. The Association does not control or endorse the content, messages, or information discussed or transmitted during or in connection with any Political Event. As such, the Association disclaims any liability in connection with any Owner's or Resident's presence at the Common Area during a Political Event. The Association specifically disclaims any liability for any offensive, inappropriate, obscene, unlawful, untruthful, or otherwise objectionable information an Owner or Resident may encounter during or in connection with a Political Event, and the Association disclaims any liability in connection with the proliferation of any information associated with a Political Event.

The Association, its management company, and Declarant, including their respective past, present, and future directors, officers, members (of a for-profit entity), employees, agents, or affiliated entities (collectively, the "Indemnified Parties") do not assume or authorize any other person to assume for it any liability in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event, and the Indemnified Parties are not liable in damages or otherwise arising out of or in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event (the "Released Matters").

EACH OWNER AND RESIDENT HOSTING A POLITICAL EVENT ON THE COMMON AREA WITHIN THE PROPERTY AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, HOLD HARMLESS, AND RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THE RELEASED MATTERS. THE OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

4. Applicability

The provisions set forth in Section B. of this Policy do not apply to (i) any portion of the Common Area that is unavailable for meetings of the Association due to seasonal use, or (ii) any portion of the Common Area that is only available for meetings of the Members, the Board, or any committee of the Board.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Common Area Usage Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Brazos County, Texas.

TO CERTIFY which witness my hand this the 15th day of September, 2025.

**Austin's Colony Homeowners
Association of Bryan, Inc.**

By: Laura A. Bailey

Printed: Laura A. Bailey

Its: Secretary

THE STATE OF TEXAS §

§

COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 15 day of September, 2025, personally appeared Laura A. Bailey Secretary of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Suzanne Reed
Notary Public in and for the State of Texas

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

I. Definitions

A. "ACC" means the Association's Architectural Control Committee and the architectural review authority, as defined by Section 209.00505 of the Code. Except during the development period, or any period in which the declarant appoints at least a majority of the ACC members or has the authority to veto or modify a decision of the ACC, or if the Association consists of 40 or less lots, a person may not be appointed or elected to serve on the ACC if the person is:

- a. A current board member;
- b. A current board member's spouse; or
- c. A person residing in a current board member's household.

However, if a vacancy remains on the ACC after each person eligible under §209.00506(c) who timely notifies the Association in accordance with §209.00507 is appointed or elected to the ACC, the Association may appoint any person to fill the vacancy, including a person not otherwise eligible under §209.00506(c).

- B. "ACC Notice" means the notice of ACC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

II.

Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.

- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III.

Additional Rules Applicable to Hearings in Connection with Denial of an ACC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ACC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ACC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ACC Notice must:
 - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the Association's Dedicatory Instruments.

IV.

Additional Rules Applicable to Other Hearings

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
 - b. suspension of an Owner's right to use the Common Areas;
 - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
 - d. charging an Owner for property damage; or
 - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

TO CERTIFY which witness my hand this the 15th day of September, 2025.

Austin's Colony Homeowners Association
of Bryan, Inc.

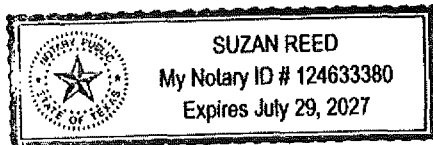
By: Laura A. Bailey

Printed: Laura A. Bailey

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 15 day of September, 2025, personally appeared Laura A. Bailey Secretary of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Suzan Reed
Notary Public in and for the State of Texas

[illegible]

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ELIGIBILITY TO SERVE AND SOLICITATION OF CANDIDATES

1. Eligibility to Serve on the ACC.

- a. Except as provided by Section 3 of this Policy, a person may not be appointed to the ACC if the person is:
 - i. a current Board member;
 - ii. a current Board member's spouse; or
 - iii. a person residing in a current Board member's household.
- b. Except as provided by Section 3 of this Policy, a person who is otherwise eligible under Section 1(a) may not be appointed to the ACC unless the person timely notifies the Association of the person's interest in serving on the ACC in accordance with Section 2 of this Policy.

2. Solicitation of Candidates.

- a. **Solicitation Required.** Not later than the 10th day before the date the Board takes action to appoint a person to serve on the ACC, the Association must provide notice to the Members soliciting persons interested in serving on the ACC.
- b. **Notice of Solicitation.** The notice required under Section 2(a) of this Policy must contain instructions for a person to notify the Association of the person's interest in serving on the ACC, including the date by which the person's notification must be received by the Association. The deadline for a person to notify the Association of their interest in serving on the ACC must be at least 10 days after the date the Association provides the notice required under Section 2(a) of this Policy. The Association must provide the notice:
 - i. by mailing the notice to each Owner; or
 - ii. by:
 1. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
 - a. in a place located on property owned by the Association or, with the property owner's consent, on other conspicuously located

privately owned property within the subdivision; or

b. on any Internet website maintained by the Association or other Internet media; and

2. sending the notice by email to each Owner who has registered an email address with the Association.

3. **Remaining Vacancies.** If a vacancy remains on the ACC after each person who timely submitted a notice to the Association in accordance with Section 2 of this Policy and is eligible under Section 1(a) of this Policy has been appointed to the ACC, the Board may appoint any person to fill the vacancy, including a person who would otherwise be ineligible under Section 1(a) or Section 1(b) of this Policy.

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing ACC Candidate Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

TO CERTIFY which witness my hand this the 15th day of September, 2025.

**Austin's Colony Homeowners Association
of Bryan, Inc.**

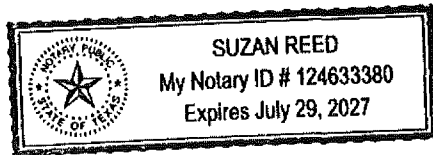
By: Laura A. Bailey

Printed: Laura A. Bailey

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 15 day of September, 2025, personally appeared Laura a. Bailey, Secretary of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Suzan Reed
Notary Public in and for the State of Texas

LEASING AND OCCUPANCY POLICY
for
AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.

STATE OF TEXAS §
 §
 COUNTY OF BRAZOS §

I, Jeff SKELTON, President of Austin's Colony Homeowners Association, Inc., (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 15 day of September, 2025, with at least a quorum of the board members being present and remaining throughout and being duly authorized to transact business, the following leasing and occupancy policy (the "Policy") was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this policy is that property restricted by the restrictive covenant documents referred to in the Association's current Management Certificate filed of record in the Official Public Records of Real Property of Brazos County, Texas for each subdivision under the jurisdiction of the Association, as same has been or may be amended and/or supplemented from time to time ("**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 19(e) of the Amended & Restated Bylaws of Austin's Colony Homeowners Association of Bryan, Inc. provides that the Board, acting on behalf of the Association, shall have the power to make, establish, and promulgate such rules as it deems proper to address any and all aspects of its functions.
3. The Board hereby adopts this policy for the purpose of establishing rules and regulations for the leasing and occupancy of Lots located within Austin's Colony.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within Austin's Colony. This policy replaces any previously recorded or implemented policy relating to leasing and occupancy in Austin's Colony.

LEASING AND OCCUPANCY POLICY

1. Definitions:

- a. "Lot" means Lot as defined in the Declaration and any improvement existing on a Lot.
- b. "Tenant" means a person(s) who is authorized by a Lease to occupy a Lot or any portion of a Lot. Tenant includes any person(s) who occupies a Lot, whether or not the person is on the Lease.
- c. "Lease" means any agreement between a Lot Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

2. Rules and Regulations:

- a. No Lot may be Leased for transient or hotel purposes, also known as short-term rentals. For purposes of this Policy; a Lease of a Lot for less than three (3) consecutive months is deemed to be the use of the Lot for transient or hotel purposes. However, the Lease of a Lot on a month-to-month basis at the end of a Lease of three (3) months or longer shall be permitted when the Lease is with the same Tenant. Additionally, the Board, in its sole discretion, shall have the authority to approve a lease term for less than three (3) months on a case-by-case basis for requests including, but not limited to, hardships and lease-back scenarios relating to the sale of a Lot. The Lease of a Lot for use as transient housing including, but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, boarding homes, bed and breakfast, party venue, meeting venue, vacation rental, or other short-term rental uses, including through the use of entities such as or similar to "Airbnb", "HouseStay", or "Vrbo" is expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot constitutes a violation of this subsection.
- b. Only the entire Lot may be Leased. The Lease and/or renting of a room(s) or any other portion of a Lot including, but not limited to, pools, yards, and outbuildings is expressly prohibited.
- c. Each Tenant is bound by and subject to all of the obligations under the Declaration, Bylaws and the rules and regulations of the Association and all other properly adopted Association rules, regulations, and policies. Every Owner shall cause all Tenants to comply with the Dedicatory Instruments, and

every Owner shall be responsible for all violations, losses, or damages caused by a Tenant, notwithstanding the fact that such Tenant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that the Tenant be removed from and not be allowed to return to the subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.

- d. The Owner shall notify the Association that their Lot will be leased at least ten (10) days before commencement. The Association may, but is not obligated to, require an owner to provide to the Association contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at the Leased property, along with the commencement date and terms of the Lease.
- e. No more than two (2) persons per bedroom may occupy a leased residence unless otherwise mandated by law. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- f. An Owner shall have the sole and absolute responsibility to conduct a criminal background check on the Tenant and any occupants aged eighteen (18) or older who intend to reside on the Lot under a Lease within forty-eight (48) hours prior to the commencement, renewal or month-to-month extension of a Lease. An owner shall perform a background check on each Tenant and occupant utilizing the name, date of birth, and Social Security of the individual(s). The Board, in its sole discretion, may request production of the criminal background check at any time.

The Association may, but is not obligated to, to perform a criminal background check(s) on any prospective Tenant eighteen (18) years of age or older using a service(s) of the Association's choice. For each prospective Tenant that is eighteen (18) years of age or older, the Owner and/or Tenant must provide the Tenant's legal name and date of birth to the Association to perform this background check. In the event that the Association performs a background check(s), the owner is responsible for paying the actual cost of each background check(s) plus an administrative fee of \$25 for each search to the Association before a Tenant occupies a Lot.

- g. The Association may promulgate a Tenant questionnaire that must be completed by each Tenant.
- h. The Association may, but is not obligated to, require copies of the signed Lease or renewal of Lease, criminal background check, and/or the Tenant questionnaire to be provided to the Association at least ten (10) days before a

Tenant occupies a Lot. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.

- i. There will be no "grandfather clause" for rentals for transient or hotel purposes, or short-term rentals. All short-term rentals must cease as of January 1, 2026, unless prior approval is received from the Board. Fines for violations of this Policy shall be set forth in the Association's Enforcement and Fine Policy. Each day of unauthorized rental will constitute a violation. Each advertisement for short-term lease shall constitute a violation.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

TO CERTIFY which witness my hand this the 15 day of September, 2025.

**Austin's Colony Homeowners Association of
Bryan, Inc.**

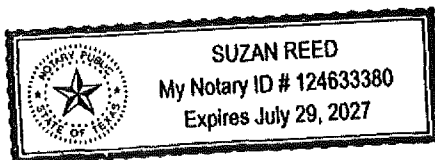
By: [Signature]

Printed: Jeff Skelton

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 15 day of September, 2025, personally appeared Jeff Skelton, President of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



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

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1567336

Volume : 20102

ERecordings - Real Property

Recorded On: September 16, 2025 01:52 PM

Number of Pages: 46

" Examined and Charged as Follows: "

Total Recording: \$205.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1567336
Receipt Number: 20250916000097
Recorded Date/Time: September 16, 2025 01:52 PM
User: Thao C
Station: CCLERK02

Record and Return To:

CSC Global
OPTION 3 ON PHONE



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX