

BRIAR PARK VILLAGE

HOMEOWNER

&

RESIDENT

RULES & REGULATIONS

GENERAL INFORMATION

BRIAR PARK VILLAGE HOMEOWNERS MANUAL
2400 Jupiter Road/ 2500 E. Park Blvd. – Plano, Texas 75074
REVISED MARCH, 2010

BRIAR PARK VILLAGE

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OVERVIEW

This booklet was designed to give owners and residents of Briar Park Village a reference for rules and regulations as specified in the Briar Park Village Condominium Declaration and Master Deed and the Association By-Laws. Also included are any policies, rules and regulations or changes enacted by the Board of Directors effective with this booklet.

This booklet is not intended to replace or interpret the Declaration and Master Deed of the By-Laws, but merely to provide a reference for some of the pertinent information in these documents. If any inadvertent conflict between this booklet and the Declaration and Master Deed and By-Laws exists, then the Declaration and Master Deed and By-Laws prevail. For Any Clarification of terms, see Article 1 – Definitions Pg. 2 of the Declaration and Master Deed for Briar Park Village Condominiums.

It is the obligation of all residents to abide by the rules and regulation described in this booklet and in the Declaration and By-Laws. An owner who rents his/her condominium is therefore responsible for his/her tenant adhering to the provisions and policies. An owner is also responsible for providing written notification (i.e. name, phone number, date of occupancy, # of occupants, vehicle year, make, model, driver's license number and license plate number, etc.) of any tenant to the management company.

Please observe all of the community rules and regulations. Your cooperation will help increase market value and enhance the quality of life at Briar Park Village.

Any provisions herein which restricts the sale, rental or use of the described real property because of family status are invalid and unenforceable under Federal Law.

Briar Park Village Condominiums
Homeowners Association

PERTINENT DEFINITIONS

ASSESSMENT:

The amount levied against each owner for their portion of the cost to maintain, improve, repair, maintain and operate the Common Elements, including reserves for replacement.

ASSOCIATION:

Briar Park Village Homeowners Association, Inc., a nonprofit corporation organized pursuant to the Texas Nonprofit Corporation Act, of which all Owners are Members.

BOARD OF DIRECTORS:

The governing body of the Association (Also known as the Board).

CONDOMINIUM OR UNIT:

The proportionate undivided interest in the Common Element appurtenant to each Unit.

GENERAL COMMON ELEMENT:

1. The Land;
2. The foundation, load bearing walls, perimeter walls and columns;
3. The compartments or installations of common element central services such as power, light, electricity, pool, telephone, plumbing, and the like, and all similar devices and installations existing for common use.
4. Roofs and entrances and exits or communication ways.
5. The premises and facilities, if any, used for the maintenance or repair of the Condominium Project;
6. All common recreational facilities such as the swimming pool, grounds, yards and walkways.
7. All other elements (desirable or rationally of common use) or necessary to the existence, upkeep and safety of the Condominium Project.

LIMITED COMMON ELEMENT:

Includes those items that should otherwise be considered General Common Elements which are reserved by Developers for the use of Owners or specific Apartments to the exclusion of other Owners, such as patios and parking spaces. The Limited Common Elements shall either be designated by the Developer of the Plan or in each Condominium deed with both an address and a letter corresponding to an Apartment address and letter as set forth in the Plan and such Limited Common Elements shall be appurtenant to each Apartment.

MANAGER:

A person entitled to membership in the Association as outlined in the Declaration.

OWNER:

Every person or entity, which is a record owner of a fee or an undivided fee interest in any condominium, including contract sellers.

BOARD OF DIRECTORS

The business of the Association is conducted by the Board of Directors at regular and special meetings.

Meetings of the Board will be held on dates as specified.

Guests are welcome during the open session at all Board members as NON-SPEAKING participants and are especially encouraged to attend the annual meetings. Owners that want to address the Board of Directors at a Board meeting must notify the management company 10 days prior to the meeting in writing and indicate in detail what they wish to discuss.

The administration of Association business and the powers and duties of the Board of Directors are outlined in the Declaration and Master Deed.

USE RESTRICTIONS

USE OF INDIVIDUAL UNITS: Units must be occupied for residential purposes only.

NUISANCES: No noxious, illegal or offensive activities may be carried on in any Unit or in any part of the Common Elements nor may anything be done which may become an annoyance, nuisance or interference of the quiet enjoyment of the residents. No verbal abuse is allowed as well.

VEHICLE RESTRICTIONS: Bicycles, trailers campers, mobile homes, recreational vehicles, trucks (other than standard-size pickup trucks), inoperable automobiles, vehicles with expired tags or inspection stickers, boats or similar equipment may not be permitted to remain upon any area other than temporarily (for purposes of loading and unloading of passengers or personal property). Commercial vehicles shall not include sedans or standard size pickup trucks which are used both of a business and personal use, provided that any signs or markings for a commercial nature on such vehicle are unobtrusive and/or inoffensive. No noisy or smoky vehicles shall be operated at the community. Violations of the above listed restrictions, as well as vehicles parked in fire lanes or in Common Elements, will result in towing. All vehicles must be road ready and road legal.

SIGNS: Owners and residents are prohibited from placing "For Sale", "For Rent" or any other signs in or around the Common Elements. Such signs may be displayed in the window of a Unit. Information regarding a Unit for sale or lease may be sent to the management company for placement on the bulletin board next to the mailboxes.

RADIO AND TELEVISION ANTENNAS: Owners and residents are not permitted to construct, use or operate their own external radio, television or other electronic antenna without prior written consent of the Board. (See attachment I concerning satellite dishes.)

GARAGE SALES ARE NOT ALLOWED AT ANY TIME

RIGHT TO LEASE: Units may not be rented for transient or hotel purposes: which is defined as rental for a period less than thirty (30) days, nor shall less than an entire Unit be rented or leased.

POWER EQUIPMENT AND VEHICLE MAINTENANCE: No power equipment, work shop or major vehicle repair may be permitted on the Common Elements.

LIABILITY OF OWNERS FOR DAMAGE TO COMMON ELEMENTS: The owner of each unit is liable to the Association for any damage to the Common Elements.

ACCESS TO UNITS: If required by the management company and directed by the Board, unit owner will make arrangements, after reasonable notice, to provide access to the unit during the normal working hours.

ARCHITECTURAL CONTROL

I. RESPONSIBILITY

- A. The architectural integrity of Briar Park Village is the responsibility of the Board of Directors. Protective restrictions are in effect to help maintain appearances and value of Briar Park Village.
- B. The Board of Directors has the authority to approve or reject any change or alteration (e.g. building, wall, fence, patio cover) to the exterior on any Unit (referred to as all the General and Limited Common Elements) as provided for in the Declaration.
- C. Enforcement of the guidelines for architectural control may be affected by the Board of Directors or one of its agents (the Architectural Committee or management company).
- D. Blinds, window coverings, draperies which are visible from exterior of any Unit shall be consistent with complex architecture. The color of the window treatments must be white facing outward toward exterior of unit.
- E. Solar Screens: See Management Company for written authorization for standards.
- F. No decorative lettering, insignias, security signs or other objects are allowed on the exterior of the patio, fences and gates.
- G. Storm Doors may be installed. They must have a bronze (dark brown), or black frame. Installation and maintenance is the responsibility of the owner. Once a door is installed, it will remain with the Unit.
- H. No laundry will be hung on the exterior of any unit (referred to as all general and limited common elements).
- I. Balcony decks have been designed to permit water to pass through and not puddle and result in damage to the unit below. NO rugs or floor coverings to impede the passage of water are permitted on the balcony deck.

ARCHITECTURAL CONTROL

II. ALTERATIONS

- A. Homeowners interested in making visible alterations to their property must receive **ADVANCED** written permission from the Board of Directors. The procedures for requested permission for visibly altering a Unit are as follow:
 - 1. Submit a written request to the Board which outlines those changes desired, including (where applicable) architectural plans and photographs, etc.
 - 2. Meet with the Management Company and/or Board of Directors to discuss the proposed changes.
- B. It is not the intent of the Board of Directors or the Management to stifle the imagination or creative desires of residents. Each project submitted will be reviewed as to the architectural integrity of Briar Park Village and the possible increased cost and difficulty related to maintaining that project.

III. UNAUTHORIZED CHANGES

- A. Should any resident make any unauthorized changes to the Unit or the Common Area (i.e. without written approval from the Board of Directors), the Board of Directors may direct that the unauthorized change be removed and/or corrected at the owners expense.
- B. The Board of Directors may direct corrective action and assess appropriate charges and/or fines against the Unit Owner.

IV. EXTERIOR TELEVISION/CABLE/RADIO ANTENNAE/SATELITTE .

- A. No exterior antennae of any kind, including satellite dishes, other than those provided by Briar Park Village, are allowed unless specifically permitted or approved by the Board of Directors.
- B. See 'Attachment I' for satellite dish installation guidelines.

GENERAL RULES AND REGULATIONS

I. ANIMALS AND PETS

- A. No livestock or poultry of any kind may be raised, bred or kept in any condominium or patio area.
- B. All pets must be under control at all times. Pets shall be kept in a manner that is not disturbing to other residents. Animal Control of Plano, (972) 941-7430, operates daily from 9:00 am to 6:00 pm. There is a leash law in Plano and it is enforced by the local authorities.
- C. Any pet not under control of their owner will subject the owner to a fine to be determined by the Board of Directors. In addition to imposing a fine with respect to a single animal, The Board of Directors may require that such animal be removed from the premises permanently.
- D. Pet owners are responsible for the immediate removal of excrement that their pets deposit on the Common Areas. Pet owners violating this rule are subject to a fine (disciplinary action as the Board of Directors deem appropriate).
- E. The weight limit permissible for any pet is thirty (30) pounds. No more than two (2) animals are allowed per condominium unit.
- F. All family pets must have vaccinations as required by the City of Plano, and residents must be prepared to show proof of vaccination in the event of any incident involving their pets.
- G. No pets will be kept permanently on a patio or allowed to use the patio as a restroom. The Association will charge a flat rate of \$20 to correct unsanitary conditions on patios.
- H. Animals known to have a reputation for being dangerous or obnoxious are not permitted on the property at any time.
- I. Food or water is not to be left outside on front step or back patio for any animals.

NOTE: Pets can present a sanitary problem and permanently damage shrubbery and landscaped areas in addition to posing a hazard and danger to residents.

II. TRASH DISPOSAL

- A. Dumpsters for trash disposal are placed in several locations on the property and are emptied on a regular basis.
- B. All trash must be disposed of by being placed **INSIDE** the dumpsters provided.
- C. Plastic bags with a minimum thickness of 1.0 mils are mandatory. The purpose is to eliminate odors and lessen the attraction of pets and vermin. Shred or breakdown large boxes or items to a size of 2'x2'x2' before placing in the dumpster. These items must be hauled off to the dump by the owners/residents. Where the offending Unit can be identified, violators shall be fined \$75 and the fine doubled for each succeeding violation.
- D. Large items such as furniture, mattresses, etc. are not to be placed in or near the dumpster. Oversized items must be delivered by the owner or rental resident to a refuse collection center; one is located at Plano Parkway, just west of Coit Road. Where the offending Unit can be identified, violators shall be fined \$100 plus the cost of removal and disposal by the porter service. The fine doubled for each succeeding violation.

III. VIOLATIONS

- A. The rights of an owner, his/her tenant and/or guests to use the Common Areas and recreational facilities may be suspended by the Board of Directors for violation of the rules and regulations governing the use of these facilities (in addition to suspension for nonpayment of association dues).
- B. Owners responsible for continuous or recurring violations of the rules and regulations, by themselves or by their tenants, guests or pets, will be subjected to a penalty to be determined from time to time by the Board of Directors. Fines will be treated in the same manner as any other sums due the Association. Penalties will be assessed only after the owner has been notified in writing of the violation and when appropriate, been given a period of time deemed reasonable by the Board of Directors in which to correct or eliminate the violation.

IV. NOTIFICATION OF RENTAL OR SALE

- A. The Board of Directors or Management Company must be notified by the Homeowner of any change in the occupancy of their units.

V. POOL AND POOL AREA RULES

A. POOL HOURS: 9:00 AM to 10:00 PM unless closed for maintenance.

B. POOL OPERATION: The pool will be closed from October 1 to April 30.

C. RULES:

1. No lifeguard on duty: swim at your own risk.
2. Briar Park Village Homeowners are not responsible in case of accidents.
3. No pets in the pool area.
4. No glass in pool area. Only plastic or metal containers are allowed in the pool area.
5. No private pool parties are allowed.
6. No more than two (2) guests per unit to be allowed at the pool and must be accompanied by a resident.
7. All children under 14 years of age must be accompanied by and properly supervised by an adult.
8. Use your keys, do not pry the locks. Keys may be obtained from the management company at a cost of \$10.00 each. No cash will be accepted.
9. Put cigarette butts in ash trays.
10. Keep furniture out of pool. Pool furniture damaged or destroyed by stress to the same by placing excessive weight from user (resident or guest) shall be fined for replacement costs.
11. Violation of pool rules will subject violator to a fine and suspension of pool privileges.
12. Only air floats are allowed, no floating lawn furniture allowed. If the pool is crowded, please remove your float.
13. Only recognized swim attire is allowed in the pool area. No swimming in clothes, cut off jeans or shorts are permitted.
14. No nudity, lewd, inappropriate language or indecent behavior allowed. Children and other residents deserve a comfortable and enjoyable environment in the pool area.
15. Pool safety devices are not to be removed from the pool area or used other than for their intended purpose. Pool side furniture is to be treated with care and may not be removed from the pool area.
16. Please be considerate of fellow homeowners and respect their right to quiet enjoyment of the pool.
17. Pool gates should be locked upon entering and leaving the pool area.
18. Radios should be for your enjoyment – not for those on the other side of the pool. Please keep the volume down to a comfortable level for those around you.
19. Diaper aged children must wear leak proof swim pants.
20. NEVER SWIM ALONE.

VI. Parking and Vehicles

A. Parking - Vehicles

1. Parking in the fire lane or beyond the fire lane is prohibited, violator's vehicles are subject to violation assessments or being towed from the property.
2. All unassigned parking is available for residents who have more than one vehicle and for guest parking. Please inform your guests, as a courtesy to others residents of the community, to park in unassigned parking places.
3. Non-resident vehicles parked in assigned parking places, vehicles deemed (by the Board of Directors or its agent) to be abandoned or stored, or vehicles causing damage to any of the Common Areas (structures, landscaping, shrubs, etc.) may be towed at the vehicle owner's expense.
4. The major repair of vehicles shall not be allowed on the property. Any thing over and above routine maintenance is considered a major repair.
5. The maximum speed allowed is ten (10) miles per hour on the streets, driveways and parking areas located on the premises.
6. No excessive horn honking.
7. Disorderly conduct is not allowed and is subject to an assessment for each violation, as determined by the Board of Directors.
8. No double parking.
9. Any violation of these rules are subject to a violation assessment.
10. Vehicles are to be parked between the lines of one parking space and not parked over the sidewalks. Sidewalks must be unobstructed for pedestrian traffic.

B. Recreational Vehicles, Boats, Trailers, Etc.

(exception for trailers used for building of fences.)

1. Recreational vehicles, boats, commercial truck, etc., and trailers may not be stored on the premises.
2. Vehicles stored or parked improperly will be towed away at the vehicle owner's expense.
3. The individual calling to have the car towed must be present to sign the tow authorization when the tow truck arrives. To have an unauthorized vehicle towed from your designated space, contact the wrecker service.

C. Operation of Motorized Vehicles

1. Any person operating a motorized vehicle or other motorized apparatus on the premises of Briar Park Village must hold a valid driver's license. The apprehension of any unlicensed operator will result in a \$100 fine.

(NOTE: Any vehicle parked so that it extends into the Fire Lane (beyond the red striping) will be immediately towed at the owner's expense as it represents a hazard to Fire, Police and Emergency vehicles.)

I. COLLECTION OF MONTHLY DUES ASSESSMENTS

A. The Board of Directors has empowered the management company to collect all monthly assessments (dues), special assessments (if any are required or levied), violation assessments and other monies owed to the Association in conjunction with the terms set forth in the Association By-Laws.

B. Posting Procedures:

1. All monies charged are due and payable on the first day of each month.
2. All monies received by the Association must be postmarked no later than the 15th of each month. NO CASH IS ACCEPTED. Cashier checks or personal checks and money orders allowed only.
3. ANY REMAINING BALANCE on the account will be assessed a Late Charge of \$25.00.

C. The following procedures will be used for collection:

1. The Association and its agents are authorized to use standard collection procedures to obtain all monies owed to the Association. All monies received are applied to the total account balance.
2. In accordance with the Briar Park Village governing documents, Board of Directors has authorized the Management Company to initiate (when appropriate and after the Board gives approval) legal action (i.e. property liens, etc.) on those units of all Homeowners who are delinquent in paying their monthly or special assessments and any other monies owed to the Association.
3. Amounts charged may be contested to the Board of Directors in writing through the management company. However, any unpaid balance will continue to accrue a late charge monthly. In order to avoid additional Late Charges, it is in the Owner's best interest to pay balance owed IN FULL. Should the Board of Directors agree to waive a charge, the account will be credited the following month.
4. All payments shall be made payable and mailed to:

Briar Park Village Owners, Inc.
C/o Excel Management
P.O. Box 542167
Dallas, Texas 75354-2167

B. Parking – Recreational Vehicles, Boats, Trailers, Etc.

1. Recreational vehicles, boats, commercial truck, etc., and trailers may not be stored on the premises.
2. Vehicles stored or parked improperly will be towed away at the owner's expense.
3. The individual calling to have the car towed must be present to sign the tow authorization when the tow truck arrives. To have an unauthorized vehicle towed from your designated space, contact the wrecker service.

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(NOTE: Any vehicle parked so that it extends into the Fire Lane (beyond the red striping) will be immediately towed at the owner's expense as it represents a hazard to Fire, Police and Emergency vehicles.)

VII. CHILDREN'S PLAY AREAS

Children are not allowed to play in streets, driveways and parking areas. They should play only inside enclosed patios.

VIII. GROUNDS MAINTENANCE – PLANTING AND GARDENING

- A. No planting of shrubs or gardening of any kind may be done by the individual in the General Common Elements without specific approval of the Board of Directors.
- B. Residents are encouraged to participate in the upkeep of landscaping in front and rear of their individual unit.
- C. The planting of trees and shrubs are not allowed in the rear of the individual unit unless planted in above ground planters. The trees and shrubs must not be allowed to be grow above the fence line. All shrubbery will be planted and maintained by the Association. Residents may plant flowering bedding plants in beds and ground level containers; bedding plants may not exceed 18 inches in height and must be maintained by the resident. Containers may not be placed on the grass nor may they inhibit mowing of the grass.
- D. No free-standing storage sheds/buildings are allowed in either the common areas or patios.

IX. FIREWOOD

Storage of firewood must be stored on concrete patio area. DO NOT store firewood on the common grounds. Keep firewood off the ground and not in contact with the building or fence at all times. Help control termites!

MAINTENANCE RESPONSIBILITY CHART

ITEMS	HOA	UNIT OWNER	
1	Grounds, including all landscaped and paved areas and improvements thereon lying outside the main walls of the buildings with the exceptions noted herein.	All except as noted.	Cleaning and routine maintenance of patios, balconies, and Limited Common Elements appurtenant to the Unit, replacement or maintenance of plantings and improvements on the patios.
2	Building, exterior roof, siding and foundation	All aspects.	N/A
3	Unit doors (front and rear).	Painting of exterior door and portions of door frame exposed to exterior of unit.	Unit side of exterior door hardware, weather stripping, doors, sills and caulking. Replacement.
4	Door Screens	N/A	All Aspects
5	Sliding Glass Door,	N/A	All Aspects
6	Windows	Exterior painting and glazing only.	Routine cleaning, interior and exterior caulking and sealing, repair of windows and window mechanisms. And replacement of broken panes and screens.
7	Window Water Leaks	Caulking	N/A
8	Window Screens	N/A	All Aspects
9	Plumbing and Sewer Lines.	Repairs to portions of plumbing and sewer lines outside or the boundaries of a Unit (including plumbing and sewer serving only one Unit) except when caused by the occupants of a Unit. Damage to a Unit occasioned by causes initially occurring outside of the Unit (but not consequential damages such as to furniture clothing or personal items). Water lines going to water cut off box in common walls and sprinkler lines	All portions within a Unit serving only that Unit including fixtures and appliances attached thereto. Damage to a Unit originating from causes initially occurring within the Unit that are the responsibility of the Unit owner. This includes water heaters, washing machines, dishwashers, water softeners, and purifiers. Water lines into and out from the Unit. Sprinklers lines damaged by previous or present owners.
10	Cut Off Valves, Box Lids	All Aspects, repairs/replacement following unit owner's written request.	Regular inspection of Valve and written notification management company if inoperable, or not visible.
11	Water Line to Valve	All Aspects	N/A
12	Water Line from Valve to Unit	N/A	All Aspects

MAINTENANCE RESPONSIBILITY CHART Page 2

13	Electrical	All except electrical and related systems serving only on Unit included within the exterior of the Unit, except as other wise noted. Damage to a Unit occasioned from sources outside of the Unit originating from electrical systems and components, the maintenance responsibility of which is the Association's breaker on which the meters sit. Exterior lighting fixtures.	All portions within a Unit serving only that Unit including fixtures and appliances attached thereto. Including the portions of the heating and cooling systems included in the Unit. Damage to a Unit occasioned by causes initially occurring within the Unit from electrical and related systems, the maintenance of which is the responsibility of the Unit owner.
14	GFI Breaker Outside	N/A	All Aspects
15	Breaker at Meter	N/A	All Aspects
16	Breaker Connection	All Aspects	Replacement of bulbs at owners cost.
17	Appliances	N/A	All Aspects
18	Heating and Cooling Systems	N/A	All Aspects
19	Storage, Closet and Doors	All except individual storage spaces which are Limited Common Elements, if any.	Routine cleaning of individual storage spaces. Also, storage door replacement.
20	Swimming Pool and Surrounding General Common Elements	All Aspects	N/A
21	Attics and Crawl Spaces	N/A	All Aspects
22	Fences	All except as noted gates and latches	Locks
23	Sidewalks	At discretion of HOA	N/A
24	Gutters	All Gutters	N/A
25	Decks	N/A	All Aspects

NOTE: Because the Homeowner's Association does not have the responsibility or insurance to cover residents' personal effects, the HOA strongly urges residents (owners and/or rental residents to obtain personal property insurance.

EMERGENCIES

I. EMERGENCIES – ASSOCIATION

- A. All emergencies pertaining to the Briar Park Village should be reported as quickly as possible to the Management Company. During normal business hours please call the direct number for the management company. After hours, please call the 24-hour emergency number.
- B. Emergencies of a personal nature and emergencies are not the responsibility of the Briar Park Village Homeowner's Association, the Management Company, or their representatives should not be reported to the Management Company the emergency paging service after normal business hours.**

The following space is provided for convenience to list emergency numbers:

Plano Police – Emergency	911
Other Police Related Calls	972-424-5678
Plano Fire Department – Emergency	911
Other Fire Department Related Calls	972-941-7259
Ambulance	911
Animal Control	972-941-7430
Towing Service	See Signs Posted on Property
Plumber	_____
Electrician	_____
Air Conditioning	_____
Management Company Emergency	972-437-9960

MANAGEMENT

GENERAL

- A. The Board of Directors (in accordance with the By-Laws and Declaration) is the controlling body for the management of Briar Park Village.
- B. The Board of Directors, in accordance with the above mentioned documents has retained the management services of:

Excel Management Company
PO Box 542167
Dallas, Texas 75354-2167

Site Manager 972-437-2000 Office
214-575-0937 Fax

24-Hour Emergency Service
972-437-9960

Emergency Pager
214-993-2032

- C. All collection of Homeowner Dues and other assessments will be handled by the Management Company. Functions pertaining to the day-to-day general management of Briar Park Village will be handled by the Management Company subject to Board supervision.

SECURITY

- A. The Plano Police Department (9-1-1) has proven itself to be fast and efficient when called to our property for any reason. Your first call, in any police emergency, should be to the Plano Police Department.
- B. Please notify the management company of any security incidents. The management company will inform the Board of Directors so appropriate actions and records may be made.

ATTACHMENT I

BRIAR PARK VILLAGE HOMEOWNERS ASSOCIATION

Satellite Dish Installation Guidelines

As clarification to the Briar Park Village Rules and Regulations regarding the installation of 18" or smaller mini satellite dishes, the following guidelines are an amplification of the requirements currently in force. Please refer to the Briar Park Village Homeowner and Resident Rules and Regulations – General Information, page 6, Use Restrictions, to construct, use or operate their own external radio, television or other electronic antenna without prior written consent of the Board and on page 8 "Exterior Television/Cable Television/Radio Antennae" which states; "No exterior antennae of any kind, including satellite dishes, other than those provided by Briar Park Village Condominiums, are allowed unless permitted or approved by the Board of Directors."

The FCC recently adopted a ruling generally forbidding local government and homeowner's associations from preventing installation of mini satellite dishes one meter or smaller in size. This ruling is further amplified in Title 47 – Telecommunication, Chapter 1 – Federal Communications Commission, Part 1 – Practice and Procedure document. This document is available for review by any Briar Park Village homeowner by contacting the Board Secretary. Among restrictions that are prohibited, are the ability for a homeowner to install these mini dishes "on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property." This definition is considered as "limited common" in Texas and by the Briar Park Village Master Deed.

In keeping with the FCC regulations, the following will be the explicit guidelines for the homeowners in Briar Park Village for installing any mini satellite dish:

1. Satellite dishes **SHALL ONLY** be mounted on a pole at the rear of the building. Satellite dish poles will be installed at the **owner's expense**. The poles are required to be metal, no more than 5 feet in height from ground to top after being set. Satellite company must submit an installation plan to the Board for approval.
2. Cable from the satellite dish to the condo interior shall only enter the structure in the rear soffit and all exterior wire runs are to be attached to the trim only. Holes in the side or brick shall be repaired by the HOA at the individual owner's expense. Any wire runs in other location or attachment to the structure must have **PRIOR** approval from the Board of Directors.
3. Satellite dishes shall not exceed one (1) meter in diameter.
4. Any satellite dish installed on the building or fence without specific written consent of the Board of Directors by certified letter will result in the Board having the antenna removed, all repairs to the structure completed and all costs charged to the unit owner.