

BY-LAWS
OF
HOMEOWNERS OF GREENBRIAR NORTH ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is Homeowners of Greenbriar North Association (hereinafter referred to as the "Association"). The principal office of the Association shall be located at such place as may be designated from time to time by the Board of Directors (hereinafter defined). Meetings of the Members (hereinafter defined) and the Board of Directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "ACC" shall mean and refer to the Architectural Control Committee provided for in Article IX of these Bylaws.

Section 2. "Association" shall mean and refer to HOMEOWNERS OF GREENBRIAR NORTH ASSOCIATION, a Texas non-profit corporation, its successors and assigns, of which its Certificate of Formation was filed with the Texas Secretary of State on April 8, 2009, and which its filing number is 8011108487.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors as provided in Article IV of these Bylaws.

Section 4. "Builder" shall mean and refer to any other person or entity undertaking the initial construction of a residence on a Lot which has been designated as a Builder by the Board of Directors.

Section 5. "Common Area" shall mean and refer to all properties, real or personal, owned, leased or used by the Association, if any, for the common use and enjoyment of the Members (hereinafter defined) of the Association, if any.

Section 6. "Lot" shall mean and refer to any of the numbered lots shown on the recorded

plat or plats of the Properties intended for the construction of a residence, excluding all reserve tracts shown on a plat, but including Lots created by a replat of a reserve tract.

Section 7. "Member" shall refer to every person or entity which owns a Lot in the Properties and therefore holds a membership in the Association. A membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest or a royalty interest.

Section 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association being the real property in Sections 13, 14, 15, 17, 18 and 19 of Greenbriar North Subdivision.

Section 11. "Restrictions" shall mean and refer to the six (6) Declarations of Covenants, Conditions and Restrictions, one each relating to Sections 13, 14, 15, 17, 18, and 19, respectively, of Greenbriar North Subdivision, and recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 12. "Street" shall refer to any publicly dedicated street, drive, boulevard, road, alley, lane, avenue or thoroughfare.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held June 9, 2009, and each subsequent regular annual meeting of the Members shall be held on the first Tuesday in March at 7:00 p.m. at a place designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President (hereinafter defined) or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of the aggregate votes of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary (hereinafter defined) or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to

each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the require quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Voting Rights of Members. Members shall be entitled to one (1) vote for each Lot owned within the Properties. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Members, and the vote for the Lot owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the President of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 7. Termination of Membership. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or these Bylaws during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

Section 8. Member's Right of Inspection of Books. The Members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of

Directors containing six (6) members; however, by appropriate amendment of these Bylaws as provided in Article XIII, the number of members of the Board of Directors may be reduced, or enlarged. Members of the Board must be Members of the Association in good standing with no outstanding past-due assessments or other costs and expenses owed the Association and whose Lot or Lots are in compliance with the Restrictions. The Board of Directors shall be comprised of one (1) Member owning a Lot in each of the six (6) Sections, being Sections 13, 14, 15, 17, 18 and 19, of Greenbriar North Subdivision.

Section 2. At-Large Members of the Board. If for any reason, no qualified Member is seeking election to the position on the Board of Directors for his or her respective Section of Greenbriar North Subdivision, then the Board of Directors may nominate any qualified Member to seek election at large for that Board position.

Section 3. Term of Office. At the first annual meeting the Members shall elect two directors for a term of three years (one Member from Section 13 and one Member from Section 14 of Greenbriar North Subdivision), two directors for a term of two years (one Member from Section 15 and one Member from Section 17, Greenbriar North Subdivision) and two directors for a term of one year (one Member from Section 18 and one Member from Section 19, Greenbriar North Subdivision). At each annual meeting of the Members thereafter, the Members shall elect the number of directors from the appropriate Sections of Greenbriar North Subdivision equal to the number of directors whose terms expire at such time for a term of three (3) years.

Section 3. Removal. The Members may remove any director with or without cause by a majority vote at a meeting of the Members called for such purpose. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties upon submission of an expense report and approval thereof by the Board.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action which they could take at a meeting by execution of a written consent instrument signed by all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least three (3) months prior to each annual meeting of the Members, to serve from the date of appointment until the close of the next annual meeting. The Board of Directors shall notify all Members of the appointment of the Nominating Committee as soon as reasonably possible after the Nominating Committee's appointment. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from Members. In the event that no nominations of a qualified Member are made for a vacancy relating to a Section of Greenbriar North Subdivision, then the Board of Directors shall nominate in its discretion any qualified Member to seek election for that Board position. It shall be the duty of the Nominating Committee prior to any election to verify that all nominees are qualified to serve as a director.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at the annual meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions. The persons receiving a majority of the number of votes cast in respect to each vacancy shall be elected. If no person receives a majority after the initial vote, then a runoff election shall be held immediately following the initial election between the two (2) persons receiving the two largest number of votes cast in respect to that vacancy. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such frequency as the Board from time to time deems necessary.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after no less than three

(3) days notice to each director.

Section 3. Quorum. Three (3) directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities located thereupon, if any, and the personal conduct of the Members or their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, the right to use the Association's facilities and the provision of services by the Association to a Member during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association in excess of 30 days. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of the Board's published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Restrictions;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as the Board of Directors deems necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to

(1) fix the amount of the annual assessment against each Lot as set forth in the Declaration;

(2) send written notice of each assessment to every Owner subject thereto as set forth in the Declaration; and

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and, at the option of the Board of Directors, directors and officers liability insurance;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) perform the other duties of the Association set forth in the Restrictions.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer. All officers shall at all times be Members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. The Board of Directors elected at the first annual meeting of the Members shall meet immediately following that first annual meeting and shall elect officers to serve until the next election of officers at the first meeting of the Board of Directors after the second annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year, unless such person shall sooner resign, or shall be

removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. No Multiple Offices. Except for the officers of the Association elected at the organizational meeting of the Association, no person may hold more than one office at a time. The office of president, vice-president, secretary and treasurer shall be held by different persons.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if requested by the Board, shall cause an audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting.

ARTICLE IX

ARCHITETURAL CONTROL COMMITTEE

Section 1. The Architectural Control Committee. The Architectural Control Committee (the "ACC") which has exclusive jurisdiction over all modifications, additions or alterations made on or to the residences and other improvements on the Lots within the Properties. No person serving on the ACC shall be entitled to compensation from the Association for services performed in such capacity, however, the ACC may employ, at the expense of the Association, one or more architects, engineers, attorneys or other consultants to assist the ACC in carrying out its duties hereunder.

Section 2. Number and Appointment of Members of the ACC. The ACC shall consist of three (3) members. The initial members and all successor members of the ACC shall be appointed by the Board of Directors of the Association, which also shall have the power to remove any member of the ACC.

Section 3. Powers of the ACC.

(a) To preserve the architectural and aesthetic appearance of the Properties, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by an Owner on any Lot, including, without limitation, the construction or installation of sidewalks, driveways, drainage facilities, mail boxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, playground equipment, awnings, walls, fences and exterior lights, nor shall any exterior addition to or change or alteration be made to any improvements (including, without limitation, painting or staining of any exterior surface), until the site plan and the final working plans and specifications therefor

have been submitted to and approved in writing by majority vote of the ACC as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography.

(b) The ACC shall have the right to specify architectural and aesthetic requirements for Lots, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to Streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The ACC shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the ACC, will not be compatible with the overall character and aesthetics of the Properties.

(c) The ACC shall have the right, exercisable at their sole discretion, to grant variances to the Restrictions in specific instances where the ACC in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Properties. The ACC may require the submission of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictions, the Articles of Incorporation and the By-Laws shall be available for inspection by any Member at the principal

office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Restrictions, each Member is obligated to pay to the Association annual assessments and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate determined by the Board of Directors from time to time not in excess of the maximum lawful rate. In addition to the right to suspend voting rights, the right to use the Association's facilities and the provision of services as specified herein above, the Association may bring an action at law against the Owner personally obligated to pay a delinquent assessment or foreclose the lien against the property. Interest as provided above, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Area or abandonment of such person's Lot.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the word "Homeowners of Greenbriar North Association".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at any time by the majority vote of the Board of Directors; provided, however, if any proposed amendment affects, or purports to affect, any property outside the Greenbriar North Property, then any such amendment shall be approved by the Board of Directors of Greenbriar Place Maintenance Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-

Laws, the Articles shall control. In the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Association have hereunto set our hands as of April 8, 2009.

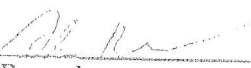
Directors:



John L. Perrone



Joe Fogarty



Glen Runnels