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BRIAR VILLAGE
SECTION I
DEFD RECORDS
VOL 8318 PAGE 229

THE STATE OF TEXAS:
COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS:

Whereas FIRST REALTY INVESTMENT CO., INC., hereinafter called "First", for BRIAR VILLAGE VENTURE being owner, and CONTINENTAL BANK being lienholders of that certain 47.46 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Briar Village, Section I according to the plat filed of record in the office of the Clerk of Harris County, Texas in Volume 170, Page 90, of the Map Records does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Briar Village, Section I (described below) for the benefit of the present and future owners of said lots and the Briar Park Community

Improvement Association, Inc.:

125-35-2559

- Block 6: 1 through 17
- Block 7: 1 through 37
- Block 8: 1 through 25
- Block 9: 1 through 15
- Block 10: 1 through 24
- Block 11: 1 through 31
- Block 13: 1 through 14
- Block 14: 1 through 7
- Block 16: 1 through 3
- Block 18: 1 through 10

1. Single Family Residential Construction

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

2. Architectural Control

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or

This instrument has been recorded more than one time.
R. E. Turrentine, Jr.,
County Clerk, Harris County

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125-35-1910

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125-32-1971

125-35-2560

improvements has been submitted to and approved by the Architectural Control Committee consisting of Richard H. Basden, W. Richard Stromatt and T. W. Cossey or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect of topography and finish grade elevation. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. First hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Briar Park Community Improvement Association, Inc., when the conditions of Paragraph 26 occur.

3. Minimum Square Footage Within Improvements

The living area on the ground floor of the main structure exclusive of open porches and garages shall not be less than fourteen hundred (1400) square feet for one-story dwellings nor less than one thousand (1,000) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall be not less than eighteen hundred (1800) square feet.

4. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, no building shall be located nearer than five (5) feet to an interior lot line except that a garage or other permitted accessory building located seventy-five (75) feet or more from the front line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant eaves,

steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

5. Composite Building Site

125-35-2561

125-32-1972

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

6. Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Neither First or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

7. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

8. Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

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125-32-1973

9. Storage of Automobiles, Boats, Trailers and Other Vehicles

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

10. Mineral Operations

125-35-2562

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Animal Husbandry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

12. Walls, Fences and Hedges

No walls, fence or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the Building setback line existing on such lot. No side lot line or rear lot line fence, wall or hedge shall be more than six (6) feet high. No chain link fence type construction will be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot by First shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

13. Visual Obstructions at the Intersection of Public Streets

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection

see line
with the original instrument or
original instrument was filed.

of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

14.

Lot Maintenance

125-35-2563

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof First or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

15.

Signs, Advertisements, Billboards

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign may be erected or main-

125-35-1974

tained on any lot in said subdivision. First or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

16.

Roofing Material

125-35-2564

The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in quality, weight and color to wood shingles, the decision of such comparison shall rest exclusively with the Architectural Control Committee or (3) crushed marble slag or pea gravel set in a built-up type roof. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17.

Maximum Height of Antennae

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antenna of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

18.

Removal of Dirt

The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

19.

Underground Electric Service

Underground electric service shall be available to certain lots at the sole discretion of First and the Houston Lighting & Power Company in compliance with the Federal Housing Administration's guidelines. The owner of such lot shall at his own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground

C.I.R.L. 70 077

service cable and appurtenances from the point of the Electric Company's metering or the customer's structure to the point of attachment of such cable (such point of attachment to be designated by the Electric Company) to Electric Company's installed transformers or energized secondary junction boxes. The Electric Company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained the electric service to each lot shall be uniform and exclusively of the type known as single phase 120-240 volt, 3-wire, 60 cycle alternating current.

125-35-256'

125-32-1976

20. The Briar Park Community Improvement Association, Inc.

Definitions:

- (a) "Association" shall mean and refer to Briar Park Community Improvement Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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125-32-1977

(d) "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the owners. 125-35-2566

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and all commercial reserves.

(f) "Declarant" shall mean and refer to FIRST REALTY INVESTMENT CO., INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

21. Maintenance Assessments

First imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) Annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such lot. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge assigned to the Briar Park Community Improvement Association, Inc. without recourse on First in any manner for the payment of said charge and indebtedness.

22. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common areas, if any. The proceeds of the regular annual assess-

ment shall not be used to reimburse First for any capital expenditure incurred in the construction of the recreation facilities.

23. Maximum Annual Assessments 125-35-2567

Until January 1, 1971 the maximum annual assessment shall be Sixty Dollars (\$60.00) per lot.

(a) From and after January 1 of the above mentioned year the maximum annual assessment may be increased each year not more than three (3) percent above the maximum assessment for the previous year up to \$96.00 without a vote of the membership. This increase may be cumulative.

(b) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

24. Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and right to use of the recreation facility by an owner; to suspend any other service provided by the Association for an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to collect and disburse those funds as set forth in Paragraph 21.

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25.

Delegation of Use

Any owner may delegate in accordance with the by-laws his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

26.

Membership and Voting Rights

125-35-2568

Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of First and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B. Class B members shall be First or its assigns and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas; or (2) on January 1 of 1977.

27.

Rate of Assessment

All lots in Briar Village, Section I shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by First are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors (according to Paragraphs 23 and 28). Lots which are not occupied by a resident and which are owned by First, a builder, or a build-

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ing company shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such a lot shall be pro rated according to the rate required of each type of ownership.

28.

Date of Commencement of Annual Assessments:

125-35-2569

Due Dates. The annual assessments provided for herein shall commence at such time as the Directors of the Briar Park Community Improvement Association, Inc. determine that the lots are completed and ready to build on (that is, when the lots have been finished graded and all utilities have been installed). The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. A new resident shall be required to pay his pro rata share of current annual assessment at the time he acquires title to the property from the Seller. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

29.

Effect of Non-Payment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

30.

Subordination of Lien

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer

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of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or, from the lien thereof.

31. Enforcement

125-35-2570

The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter.

32. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

33. Amendment to the Above Deed Restrictions

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority of the then owners elect to annul the restrictions. Any amendment must be recorded.

34. FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

35. Annexation

An overall preliminary plan showing all areas to be ultimately included in the Association's boundaries can be filed and approved by

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the Federal Housing Administration and the Veterans Administration. Annexation of properties shown on the approved overall preliminary map may be accomplished by the Board of Directors. All other residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

125-35-2571

This the 16th day of February, 1971.

FIRST REALTY INVESTMENT CO., INC.

By: *R.A. Basden*
Vice President



J.W. Stomatt
Assistant Secretary

CONTINENTAL BANK

By: *James L. ...*
VICE PRESIDENT



J. ...

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125-32-1982

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AMENDMENTS TO
BRIAR VILLAGE, SECTION I
RESIDENTIAL RESTRICTIONS

1971 APR 28 PM 3 08

Revised
COUNTY CLERK
HARRIS COUNTY TEXAS

RESTR
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THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

That FIRST REALTY INVESTMENT CO., INC., a Texas corporation, for
Briar Village Venture, a joint venture, and BRIGGS LTD. BUILDING CO.,
and FIRST GENERAL REALTY CORPORATION, being the owners of that certain
tract of land located in Harris County, Texas, joined herein by CONTINENTAL
BANK, as lienholder, which First Realty Investment Co., Inc. has platted
into a subdivision known as Briar Village, Section I, a map or plat of
said subdivision, approved as required by law, having been filed for record
and being recorded in Volume 170, Page 90 of the Map Records of Harris
County, Texas, to which reference is here made for all purposes, does
hereby establish, adopt and promulgate the following amendments to the
reservations, restrictions, covenants and easement affecting said sub-
division recorded in Volume 8318, Page 229, Deed Records, Harris County,
Texas, and re-recorded in Volume 8323, Page 483, said amendments being:

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128-23-1023

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1. Paragraph 24 (b) entitled Owner's Easement of Enjoyment shall be amended to read:

"The right of the Association to suspend the voting rights and right to use of the recreation facility by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations."

2. Paragraph 35 entitled Annexation shall be amended to read:

"An overall preliminary plan showing all areas to be ultimately included in the Association's boundaries can be filed and approved by the Federal Housing Administration and the Veterans Administration. Annexation of properties shown on the approved overall preliminary map may be accomplished by the Board of Directors provided such annexation is first approved by the Federal Housing Administration and the Veterans Administration. All other residential property and Common Areas may be annexed to the properties with the consent of two-thirds (2/3) of each class of members."

EXECUTED THIS 27th day of April, 1971.

FIRST REALTY INVESTMENT CO., INC., OWNER

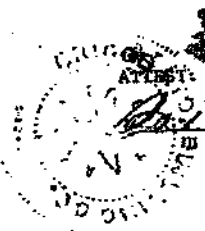
ATTEST
[Signature]
Secretary

BY: *[Signature]*
Vice President

DEFC 1520005
WM 8402 MAIL 357

BRIGGS LTD. BUILDING CO., OWNER

BY: Robert C. Briggs
Robert C. Briggs, President



FIRST GENERAL REALTY CORPORATION, OWNER

ATTEST: B. Perdue
Assistant Secretary

BY: J. R. [unclear]
Vice President

CONTINENTAL BANK, LIENHOLDER

ATTEST: [unclear]
Secretary

BY: [unclear]
Vice President

128-23-1024

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared R. H. Baden Vice President of FIRST REALTY INVESTMENT CO., INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 21st day of April, 1971.

[unclear]
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT C. BRIGGS, president of BRIGGS LTD. BUILDING CO., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 28th day of April, 1971.

[unclear]
Notary Public in and for Harris County, Texas



THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority on this day personally appeared J. H. Orsini, Vice President of FIRST GENERAL REALTY CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 27th day of April, 1971.

Ruth Lamm
Notary Public in and for Harris County, Texas.



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THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority on this day personally appeared James H. Albert, Vice President of CONTINENTAL BANK, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 28th day of April, 1971.

James H. Albert
Notary Public in and for Harris County, Texas.



128-23-1025

*Return
Just Mortgage Co.
PO Box 7413
No. 77001*

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED, in this Volume and Page of the named RECORDS of Harris County, Texas, as stamped herein by me, on

APR 28 1971



Petermont
COUNTY CLERK
HARRIS COUNTY, TEXAS

**AMENDMENTS TO
BRIAR VILLAGE, SECTION 1
RESIDENTIAL RESTRICTIONS**

THE STATE OF TEXAS

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§
§
§

KNOW ALL MEN BY THESE PRESENTS:
D314814 128-23-1023

COUNTY OF HARRIS

That FIRST REALTY INVESTMENT CO., INC., a Texas corporation, for Briar Village Venture, a joint venture, and BRIGGS LTD. BUILDING CO., and FIRST GENERAL REALTY CORPORATION, being the owners of that certain tract of land located in Harris County, Texas, joined herein by CONTINENTAL BANK, as lienholder, which First Realty Investment Co., Inc. Has platted into a subdivision known as Briar Village, Section I, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 170, Page 90 of the Map Records of Harris County, Texas, to which reference is there made for all purposes, does hereby establish, adopt and promulgate the following amendments to the reservations, restrictions, covenants and easement affecting said subdivision recorded in Volume 8318, Page 229, Deed Records, Harris County Texas, and re-recorded in Volume 8323, Page 483, said amendments being:

1. Paragraph 24 (b) entitled Owners Easement of Enjoyment shall be amended to read:
"The right of the Association to suspend the voting rights and right to use of the recreation facility by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations."
2. Paragraph 35 entitled Annexation shall be amended to read:
"An overall preliminary plan showing all areas to be ultimately included in the Association's boundaries can be filed and approved by the Federal Housing Administration and the Veterans Administration. Annexation of properties shown on the approved overall preliminary map may be on the approved overall preliminary map may be accomplished by the Board of Directors provided such annexation is first approved by the Federal Housing Administration and the Veterans Administration. All other residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members."

EXECUTED THIS 27th day of April 1971.

FIRST REALTY INVESTMENT CO., INC., OWNER

ATTEST:

Seal

By: Signature of Vice
President
Vice President

Signature of Secretary
Secretary

BRIGGS LTD. BUILDING CO., OWNER

ATTEST:

Seal

By: Signature of President
Robert C. Briggs, President

Signature of Secretary
Secretary

FIRST GENERAL REALTY CORPORATION., OWNER

ATTEST:

Seal

By: Signature of Vice
President

This document is for informational purposes only and is not a substitute for the advice of an attorney.

Vice President

Signature of Assistant Secretary
Assistant Secretary

CONTINENTAL BANK, LIENHOLDER

ATTEST:
Seal

By: Signature of Vice President
Vice President

Signature of Secretary
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. H. Basden, Vice President of FIRST REALTY INVESTMENT CO., INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 27th day of April 1971.

Signature of Notary
Notary Public in and for Harris County, Texas
Seal

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT C. BRIGGS, President of BRIGGS LTD. BUILDING CO., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 28th day of April 1971.

Signature of Notary
Notary Public in and for Harris County, Texas

Seal

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Duprey, Vice President of FIRST GENERAL REALTY CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 27th day of April 1971.

Signature of Notary
Notary Public in and for Harris County, Texas
Seal

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ? H. Alb?, Vice President of CONTINENTAL BANK, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 28th day of April 1971.

Signature of Notary
Notary Public in and for Harris County, Texas
Seal

AMENDED DEED RESTRICTIONS
BRIAR VILLAGE, SECTION ONE

THIS AGREEMENT, made and entered into the 15th day of February, A.D. 1977, by and between a majority of the owners of lots located in BRIAR VILLAGE, SECTION ONE, a subdivision in Harris County, Texas, according to the map at plat thereof recorded at Volume 170, page 90, Map Records of Harris County, Texas.

WITNESSETH

WHEREAS, on the 16th day of February, A.D. 1971, the then owners and lienholders of all the lots located within BRIAR VILLAGE, SECTION ONE established a uniform plan for the development, improvement, sale and preservation of the property within said BRIAR VILLAGE, SECTION ONE, for the benefit of both the present and future owners of lots in said subdivision; and

WHEREAS, said uniform plan for the development, improvement, sale, and preservation of said subdivision was embodied in an agreement recorded at Volume 8318, Page 229 of the Deed Records of the Harris County, Texas on or about February 19, A.D. 1971; and

WHEREAS, said agreement, under Section 33, provides that said agreement may be changed in whole or in part by the vote of a majority of the owners of the lots of said subdivision; and

WHEREAS, a majority of the owners of lots within said subdivision have consented by vote to change the deed restrictions as hereinafter set out;

NOW THEREFORE, a majority of the owners of lots of the above described property, acting by and through the Briar Park Community Improvement Association, Inc., do hereby adopt, establish and impose the following changes to the reservations, restrictions, covenants, and conditions imposed upon the aforementioned property by the original owners and lienholders thereto, which amendments and/or changes shall constitute covenants running with the title of the land and shall inure to the benefit of the undersigned and all other owners of lots within the property, their respective successors, assigns, heirs, and representatives and to each and every purchaser of lands in said addition and their successors, heirs, representatives, and assigns, and any one of said beneficiaries shall have the right to enforce the amendments.

MAXIMUM ANNUAL ASSESSMENTS

"Each lot in BRIAR VILLAGE, SECTION ONE is hereby subjected to an annual maintenance charge and assessment not to exceed TEN DOLLARS (\$10.00) per month or \$120.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner of owners of each lot within BRIAR VILLAGE, SECTION ONE to the Briar Park Community Improvement Association in advance by quarterly installments, commencing January 1, 1977. The rate at which each lot will be assessed will be determined annually and may be adjusted from year to year by the Board of Directors of the Briar Park Community Improvement Association as the needs of the subdivision may in the judgment of that Association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per lot per month, or \$120.00 per lot per year.

Notwithstanding any of the foregoing, from and after January 1, A.D. 1978 and from and after the first day of January in each succeeding year, the maximum annual assessment as provided for above may be increased not more than 10% by the Board of Directors of the Briar Park Community Improvement Association without a vote of the membership of the Association or owners of lots within BRIAR VILLAGE, SECTION ONE. Any increase in the maximum annual assessment of more than 10% of the maximum annual assessment for the previous year must have the assent of two-thirds (2/3) of the votes of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Any increase in the maximum annual assessment may be cumulative.

In addition to the annual assessments authorized above, the Board of Directors of the Briar Park Community Improvement Association may levy in any assessment year, a "Special Assessment", applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

IN TESTIMONY OF WHICH, the undersigned duly authorized president and secretary of the Briar Park Community Improvement Association have executed or caused by these presents to be executed the same in their own behalf and as officers of said Association, on

on this the 15th day of February, A.D. 1977.

ATTEST:

BRIAR PARK IMPROVEMENT ASSOCIATION, INC.

Secretary

By

David R. Hurley, President

THE STATE OF TEXAS

COUNTY OF HARRIS

X
X
X

BEFORE ME, the undersigned authority, on this day personally appeared David R. Hurley, President of Briar Park Community Improvement Association, Inc., a corporation, 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 purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of February, 1977.

Notary Public in and for Harris County, Texas