

D562878

BRIAR VILLAGE

MAR-1-72 871320 D 535173 - A PG

RESTRICTIONS

D535178

Sec 2 142-34-2121

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

141-21-1872

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Whereas FIRST GENERAL REALTY CORPORATION, hereinafter called "First", for BRIAR VILLAGE VENTURE being owner of that certain 66.2304 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Briar Village, Section II according to the plat filed of record in the office of the Clerk of Harris County, Texas in Volume 188, Page 42 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 II (described below) for the benefit of the present and future owners of said lots and the Briar Park Community Improvement Association, Inc.:

Briar Village  
Sec. 2

Briar Village II

Block 11:	32 through 74	Block 16:	21 through 37
Block 12:	1 through 20	Block 17:	1 through 20
Block 13:	15 through 32	Block 18:	11 through 30
Block 14:	41 through 68	Block 19:	1 through 21
Block 14:	8 through 20	Block 20:	1 through 12
Block 15:	1 through 36	Block 21:	1 through 20

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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 improvements has been submitted to and approved by the Architectural Control Committee consisting of Richard H. Basden, W. Richard Stromatt and Bennis Butler 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 elevations. 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,

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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

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

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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 slightly.

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

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

14. Lot Maintenance

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

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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 maintained 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

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 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.

142-34-2130

20. The Briar Park Community Improvement Association, Inc.

Definitions:

(a) "Association" shall mean and refer to Briar Park Community 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.

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

(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.

B4 II

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(f) "Declarant" shall mean and refer to FIRST GENERAL REALTY CORPORATION, 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 was 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.

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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 area. The proceeds of the regular annual assessments shall not be used to reimburse First for any capital expenditures incurred in construction of the recreation facilities.

23. Maximum Annual Assessments

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 for any period during which any assessment against

390 amendment  
- start \$120 base  
changed to 10%

142-34-2132

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.

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

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 II 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 23). Lots which are not occupied by a resident and which are owned by First, a builder, or a building 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

Due Dates. The annual assessment 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.

142-34-2133

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 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

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 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.

This the 1 day of MARCH, 1972.

FIRST GENERAL REALTY CORPORATION

By: R.H. Barden  
Vice President

ATTEST:

B. Barden  
Assistant Secretary

FIRST GENERAL REALTY CORP.  
P.O. BOX 1413  
HOUSTON, TEXAS 77001  
ATTN: B.G. BUTLER

RECORDED  
INDEXED  
1972 MAR 1 AM 11 39  
HARRIS COUNTY TEXAS

142-34-2134

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared R. H. Basden, Vice President of FIRST GENERAL REALTY CORPORATION, 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 1st day of March, 1972.



*R. E. Turrentino, Jr.*  
Notary Public in and for  
Harris County, Texas

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

1972 APR 7 PM 3 18

FILED  
COUNTY CLERK  
HARRIS COUNTY TEXAS

AMENDED DEED RESTRICTIONS  
BRIAR VILLAGE, SECTION TWO

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 TWO, a subdivision in Harris County, Texas, according to the map at plat thereof recorded at Volume 138, page 42, Map Records of Harris County, Texas.

WITNESSETH

WHEREAS, on the 1st day of March, A.D. 1972, the then owners and lienholders of all the lots located within BRIAR VILLAGE, SECTION TWO established a uniform plan for the development, improvement, sale and preservation of the property within said BRIAR VILLAGE, SECTION TWO, 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 on film at 142-34-2126-36 of the Deed Records of the Harris County, Texas on or about March 1, A.D. 1972; 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.

"Each lot in BRIAR VILLAGE, SECTION TWO 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 or owners of each lot within BRIAR VILLAGE, SECTION TWO 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 TWO. 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.

10% Annual  
increase in  
Assess. Fee

Special Assessment

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 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     X  
                                  X  
COUNTY OF HARRIS     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

**AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRIAR PARK, SECTION ONE (1), BRIAR VILLAGE, SECTIONS ONE (1) THROUGH FOUR (4),  
AND BRIARWORTH, SECTION ONE (1)**

SEP 08 2006  
BY: [Signature]

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

WHEREAS, Westheimer Development Company, a Texas corporation, Vaughn Eugene Counts, Rebecca Holder Counts, Charles K. Abernathy, Jean Abernathy, William B. Morgan, Anna D. Morgan, Alfred C. Estes, Jr., Jerry Ann Estes, Kenneth G. Reasons and Carolyn Reasons caused that certain instrument to be recorded on February 24, 1969, in Volume 7520, Page 1, et seq. of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Lots One (1) through Ten (10), both inclusive, Block One (1); Lots One (1) through Twenty-Four (24), both inclusive, Block Two (2); Lots One (1) through Thirty-Seven (37), both inclusive, Block Three (3); Lots One (1) through Twenty-Four (24), both inclusive, Block Four (4); Lots One (1) through Forty-Four (44), both inclusive, Block Five (5); Lots One (1) through Twenty-Four (24), both inclusive, Block Six (6); Lots One (1) through Seventeen (17), both inclusive, Block Seven (7), and Lots One (1) through Nine (9), both inclusive, Block Eight (8), all in Briar Park, Section One (1), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume 155, Page 118, Map Records of Harris County, Texas

(such instrument being hereafter referred to as the "Briar Park Section One Restrictions");

and,

WHEREAS, the Briar Park Section One Restrictions were amended by that certain instrument entitled "Amended Deed Restrictions Briar Park, Section One" recorded in the Real Property Records of Harris County, Texas on March 3, 1977 under Clerk's File No. F059876; and

WHEREAS, the Briar Park Section One Restrictions allow for amendments at any time by an instrument signed by a majority of the then owners of the lots and duly recorded; and

WHEREAS, Briar Village Venture, acting by and through First Realty Investment Co., Inc., caused that certain instrument to be recorded in the Real Property Records of Harris County, Texas on February 24, 1971 under Clerk's File No. D273636, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Briar Village, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 170, Page 90, of the Map Records of Harris County, Texas

(such instrument being hereafter referred to as the "Briar Village Section One Restrictions");

and,

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Amended  
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WHEREAS, the Briar Village Section One Restrictions were amended by that certain instrument entitled "Amendments to Briar Village, Section 1 Residential Restrictions" recorded in the Real Property Records of Harris County, Texas on April 28, 1971 under Clerk's File No. D314814; and

WHEREAS, the Briar Village Section One Restrictions were further amended by that certain instrument entitled "Amended Deed Restrictions Briar Village, Section One" and recorded in the Real Property Records of Harris County, Texas on March 2, 1977 under Clerk's File No. F059874; and

WHEREAS, the Briar Village Section One Restrictions allow for amendments at any time by an instrument approved by a simple majority of the then owners and duly recorded; and

WHEREAS, Briar Village Venture, acting by and through First General Realty Corporation, caused that certain instrument entitled "Restrictions" to be recorded in the Real Property Records of Harris County, Texas on April 7, 1972 under Clerk's File No. D562678, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Briar Village, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 188, Page 42, of the Map Records of Harris County, Texas

(such instrument being hereafter referred to as the "Briar Village Section Two Restrictions"), and

WHEREAS, the Briar Village Section Two Restrictions were amended by that certain instrument entitled "Amended Deed Restrictions Briar Village, Section Two" and recorded in the Real Property Records of Harris County, Texas on March 2, 1977 under Clerk's File No. F059875; and

WHEREAS, the Briar Village Section Two Restrictions allow for amendments at any time by an instrument approved by a simple majority of the then owners and duly recorded; and

WHEREAS, Briar Village Venture, acting by and through First General Realty Corporation, caused that certain instrument entitled "Restrictions" to be recorded in the Real Property Records of Harris County, Texas on January 22, 1974 under Clerk's File No. E066666, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Briar Village, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 213, Page 26, of the Map Records of Harris County, Texas

(such instrument being hereafter referred to as the "Briar Village Section Three Restrictions"); and

WHEREAS, the Briar Village Section Three Restrictions were amended by that certain instrument entitled "Amended Deed Restrictions Briar Village, Section Three" recorded in the Real Property Records of Harris County, Texas on March 2, 1977 under Clerk's File No. F059873; and

WHEREAS, the Briar Village Section Three Restrictions allow for amendments at any time by an instrument approved by a simple majority of the then owners and duly recorded; and

WHEREAS, Briar Village Venture, acting by and through First General Realty Corporation, caused that certain instrument entitled "Restrictions" to be recorded in the Real Property Records of Harris County, Texas on March 20, 1975 under Clerk's File No. E390506, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Briar Village, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 222, Page 11, of the Map Records of Harris County Texas

(such instrument being hereafter referred to as the "Briar Village Section Four Restrictions"); and

WHEREAS, the Briar Village Section Four Restrictions allow for amendments at any time by an instrument approved by a simple majority of the then owners and duly recorded; and

WHEREAS, Marvily Corporation caused that certain instrument to be recorded in the Real Property Records of Harris County, Texas on May 17, 1976 under Clerk's File No. E765670, which instrument imposed various covenants, conditions and restrictions upon the following real property:

Briarworth, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 236, Page 22, of the Map Records of Harris County, Texas

(such instrument being hereafter referred to as the "Briarworth Section One Restrictions"); and

WHEREAS, the Briarworth Section One Restrictions were amended by that certain instrument entitled "Amendment of Restrictions Briarworth, Section One (1)" duly recorded in the Real Property Records of Harris County, Texas on September 28, 1977 under Clerk's File No. F315011; and

WHEREAS, the Briarworth Section One Restrictions were further amended by the certain instrument entitled "Amended Restrictions Briarworth, Section One (1)" recorded in the Real Property Records of Harris County Texas on August 18, 1980 under Clerk's File No. G641846; and

WHEREAS, the Briarworth Section One Restrictions allow for amendments at any time by an instrument approved by a simple majority of the then owners and duly recorded; and

WHEREAS, the undersigned, being not less than a majority of the owners of lots in Briar Park, Section One (1), Briar Village, Sections One (1) through Four (4), and Briarworth, Section One (1), desire to further amend the Briar Park Section One Restrictions, the Briar Village Section One Restrictions, the Briar Village Section Two Restrictions, the Briar Village Section Three Restrictions, the Briar Village Section Four Restrictions, and the Briarworth Section One Restrictions;

NOW THEREFORE, the undersigned being not less than a majority of the owners lots in Briar Park, Section One (1), Briar Village, Sections One (1) through Four (4), and Briarworth, Section One (1), hereby amend the Briar Park Section One Restrictions, the Briar Village Section One Restrictions, the Briar Village Section Two Restrictions, the Briar Village Section Three Restrictions, the Briar Village Section Four Restrictions and the Briarworth Section One Restrictions, as follows:

Paragraph 13 is hereby added to the section in the Briar Park Section One Restrictions entitled "Restrictions, Covenants and Conditions" to read as follows:

13. Fences. Except as otherwise expressly provided in this paragraph, no fence on a lot shall exceed a height of eight (8) feet, measured from the top of the slab of the residential dwelling on the lot to the highest point of the fence. A fence on the rear property line of a lot that is adjacent to property not within Briar Park, Section One, Briar Village, Sections One (1) through Four (4), or Briarworth, Section One (1), may exceed eight (8) feet in height, but not more than ten (10) feet in



height, measured from the top of the slab of the residential dwelling on the lot to the highest point of the fence. Chain link fences are prohibited. This paragraph shall not be construed to require a fence that exists on a lot as of the effective date of this instrument and that is shorter than the maximum permissible height [such as, by way of example, a six (6) foot fence] to be modified or replaced.

Paragraph 12 in the Briar Village Section One Restrictions, the Briar Village Section Two Restrictions, the Briar Village Section Three Restrictions, the Briar Village Section Four Restrictions, and the Briarworth Section One Restrictions is hereby amended to read as follows:

12. Fences. Except as otherwise expressly provided in this paragraph, no fence on a lot shall exceed a height of eight (8) feet, measured from the top of the slab of the residential dwelling on the lot to the highest point of the fence. A fence on the rear property line of a lot that is adjacent to property not within Briar Park, Section One, Briar Village, Sections One (1) through Four (4), or Briarworth, Section One (1), may exceed eight (8) feet in height, but not more than ten (10) feet in height, measured from the top of the slab of the residential dwelling on the lot to the highest point of the fence. Chain link fences are prohibited. This paragraph shall not be construed to require a fence that exists on a lot as of the effective date of this instrument and that is shorter than the maximum permissible height [such as, by way of example, a six (6) foot fence] to be modified or replaced.

Except as amended by the provisions of this instrument, all provisions in the Briar Park Section One Restrictions, the Briar Village Section One Restrictions, the Briar Village Section Two Restrictions, the Briar Village Section Three Restrictions, the Briar Village Section Four Restrictions and the Briarworth Section One Restrictions, as previously amended, remain in full force and effect.

Executed on the dates set forth in the attached consent forms, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Return to:

Rick S. Butler  
Butler & Hailey, P.C.  
1616 S. Voss Road, Suite 500  
Houston, Texas 77057

*Brenda R. Keighan*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2006 AUG 15 PM 3:45

FILED

RP 026-26-1993

CERTIFICATE

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

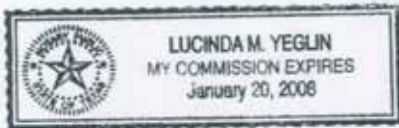
BEFORE ME, the undersigned authority, on this day personally appeared Charles Macken-George, President of Briar Park Community Improvement Association, Inc., known to me to be the person whose name is subscribed below, who, upon oath, did depose and state as follows:

My name is Charles Macken-George. I am the President of Briar Park Community Improvement Association, Inc., (the "Association"). I am over the age of twenty-one (21) years, I have never been convicted of a crime and I am fully competent to make this affidavit. Attached hereto are consent forms executed by the owners of properties in Briar Park, Section One (1), Briar Village, Sections One (1) through Four (4), and Briarworth, Section One (1). I certify that the attached consent forms represent the written agreement of not less than a majority of the owners in each of such sections to amend the covenants, conditions and restrictions applicable to the property in each of such sections. This certification is based upon the ownership records of the Association.

Charles Macken-George  
President, \_\_\_\_\_ of 484

Briar Park Community Improvement Association, Inc.

Given under my hand and seal of office this 13 day of June, 2006.



Lucinda M. Yeglin  
Notary Public, State of Texas

RP 026-1994