

F315011

AMENDMENT OF RESTRICTIONS
BRIARWORTH, SECTION ONE (1)

lll

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, heretofore, the MARVILY CORPORATION, as Owner of the hereinafter described property, executed and imposed thereon certain restrictions and covenants (herein called the "Restrictions"), the same having been filed for record on May 17, 1976, under Harris County Clerk's File No. E765670, recorded at Film Code No. 141-04-0242 of the Official Public Records of Real Property of Harris County, Texas, which said Restrictions covered the following described property, to-wit:

42.75

*Briarworth
Sec. 1*

Lots One (1) through Ten (10), both inclusive, in BRIARWORTH SECTION ONE (1), according to the map or plat thereof recorded in Volume 236, Page 22 of the Property Records of Harris County, Texas.

*Block 3
per plat
map*

And, WHEREAS, the undersigned, being all of the present Owners of the therein (and herein) described property, joined herein to the extent provided hereafter by the MARVILY CORPORATION (acting herein by and through its hereunto duly authorized officers) desire for the benefit of the parties hereto and for future Owners of property in BRIARWORTH, SECTION ONE (1), to amend the said Restrictions and the same are hereby amended to provide as follows:

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

*Recorded
AS AMENDED BY
1928 ALLEN PROPERTY #500
HOUSTON, TX 77019*

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 of Briar Village Community Association, Inc. 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 to 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.

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 (1,400) 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 (1,800) 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 be construed to permit any portion of the construction on a lot to encroach upon another lot.

SHOULD BE
"NOT"

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 Marvily nor 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 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 a building offices and for other related purposes during the construction period must be inconspicuous and sightly.

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 Marvily 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 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 Marvily 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. Marvily 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. The Briar Village Community Association, Inc.

Definitions:

- (a) "Association" shall mean and refer to Briar Village Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 20.
- (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, which may be acquired or 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 all commercial reserves.

20. Maintenance Assessments

There shall be imposed on each lot within the properties and the undersigned hereby covenant 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 the 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.

21. Maximum Annual Assessments

Until January 1 of the year immediately following the date hereof the maximum annual assessment shall be NINETY-SIX AND NO/100 (\$96.00) DOLLARS 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.

22. Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the common area which may be owned by the Association which 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 any common area.

(b) The right of the Association to suspend the voting rights and right to use of any 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.

390 Amended to
~~1090~~
 1090

(c) The right of the Association to dedicate or transfer all or any part of any 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 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 20.

23. Delegation of Use

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

24. 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 one class of voting membership:

Members shall be all owners 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.

25. Rate of Assessment

All lots in Briarworth Section One, shall commence to bear their applicable maintenance fund assessment simultaneously and shall be subject to the annual assessment determined by the Board of Directors (according to Paragraphs 22 and 26).

26. Date of Commencement of Annual Assessments

Due Date: The annual assessment provided for herein shall commence _____, 1977. 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 prorata 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.

27. Effect of Non-Payment of Assessments

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.

28. 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.

29. 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.

30. 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.

31. 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 owners elect to amend the restrictions. Any amendment must be recorded.

32. Joinder by Marvily Corporation

It is expressly agreed and stipulated that the joinder hereto of Marvily Corporation is purely gratuitous and imposes no lien or obligation on Marvily Corporation, or any of its properties.

EXECUTED this 3rd day of September, 1977.

Carson W. W.
Attorney

(20)

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Robert Schaeffer

Joseph E. Schaeffer

Kay E. Pratt

John B. Pratt

Ed. M. Keck

Linda B. McKeehan

Phyllis

Marces Pulchay

James Jenkins

Cherianne Jenkins

Miriam Jones

Nancy J. Jones

John D. Kiser

Shirley Kiser

Rosemary Subelky

Quinn

Cliff E. Jackson (3)
Sheila Jackson 2 or

Joined herein only to the extent above stated

BY: MARVILY CORPORATION 1 or

By: *J.M. Epstein*
Vice President

ATTEST:

Aileen Morris
Secretary

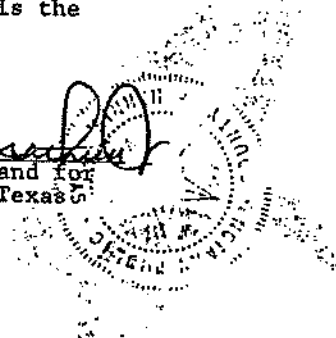
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

RECORDERS MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All check-offs, additions and changes were present at time instrument was filed and recorded.

BEFORE ME, the undersigned authority, on this day personally appeared JOHN M. IBSON and SHEILA IBSON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of June 1977.

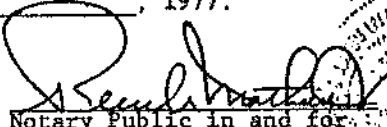
Richard [Signature]
Notary Public in and for Harris County, Texas

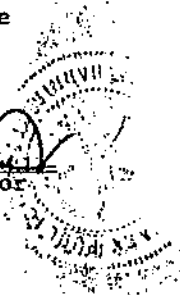


THE STATE OF TEXAS §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Wu. and Cecila Wu., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of JUNE, 1977.

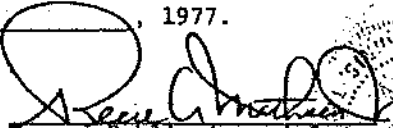

 Notary Public in and for
 Harris County, Texas




THE STATE OF TEXAS §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Calvin E. Schaeffer and Joyce E. Schaeffer, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of JUNE, 1977.

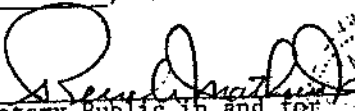
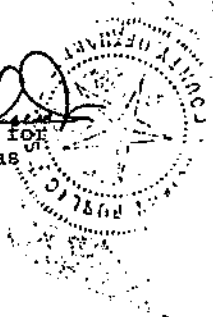

 Notary Public in and for
 Harris County, Texas



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN J PRATT and KAY E. PRATT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

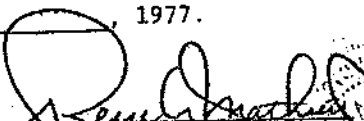

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of June, 1977.


Notary Public in and for
Harris County, Texas


THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared TEO C MCKEEHAN and LINDA B. MCKEEHAN; known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of June, 1977.



Notary Public in and for
Harris County, Texas


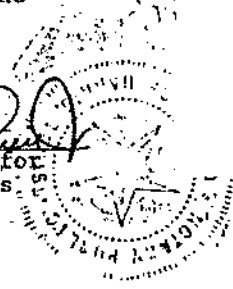
176-13-2216

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Armando PUCHNAH and FRANCES PUCHNAH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of June, 1977.

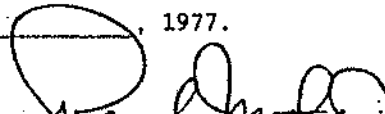

Notary Public in and for
Harris County, Texas

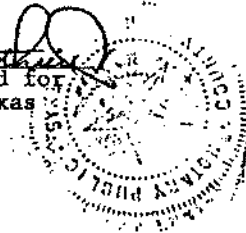


THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES JENKINS and CHRISANNE JENKINS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of JUNE, 1977.


Notary Public in and for
Harris County, Texas

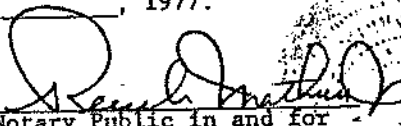


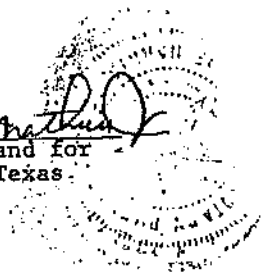
176-13-2217

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Rosemary SHELBY and _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of JUNE, 1977.

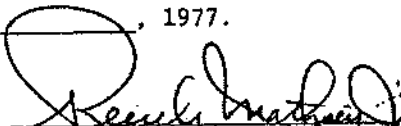

Notary Public in and for
Harris County, Texas

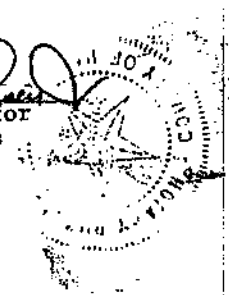


THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CECIL E JACKSON and SHEILA J. JACKSON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of JUNE, 1977.


Notary Public in and for
Harris County, Texas

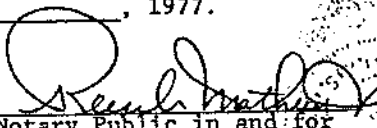


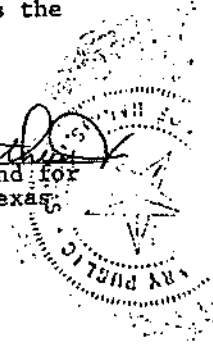
176-13-2218

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MAEVIN L. JONES and Nancy J. Jones, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of June, 1977.


Notary Public in and for
Harris County, Texas

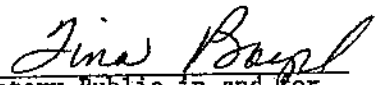


THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared T.E. Webster Vice President of MARVILY 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 considerations therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of September, 1977.




Notary Public in and for
Harris County, Texas

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AMENDED RESTRICTIONS
BRIARWORTH, SECTION ONE (1)

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THESE AMENDED RESTRICTIONS, made on the date herein-
after set forth by the undersigned persons, hereinafter
referred to as "Declarants":

W I T N E S S E T H:

WHEREAS, Declarants are the owners of at least a
majority of the Lots within that certain tract of land
situated in Harris County, Texas, which has been platted
and subdivided into BRIARWORTH, SECTION ONE (1), according
to the Map or plat thereof recorded in Volume 236, Page 22,
Map Records of Harris County, Texas.

100

AND, WHEREAS, Declarants desire to hereby amend that
certain instrument entitled "Amendments of Restrictions"
heretofore imposed on the herein described property under
date of September 23, 1977, filed for record under Harris
County Clerk's File No. F315011, (Film Code No. 176-13-2200),
in the Official Public Records of Real Property of Harris
County, Texas.

NOW, THEREFORE, Declarants hereby declare that all the
platted Lots in BRIARWORTH, SECTION ONE (1), shall be held,
sold and conveyed subject to the following provisions,
which are for the purpose of protecting the value and de-
sirability of, and which shall constitute a covenant running
with the real property, shall be binding on all parties
having any right, title or interest in the described pro-
perties or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner
thereof and the BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION,
INC., and does hereby amend the aforementioned Amended
Restrictions as herein provided.

REMOVED: BRESENHAN, MARTIN & WINGATE
300 LNG TOWER
2919 ALLEN PARKWAY
HOUSTON, TEXAS 77019

ARTICLE I

Section 21. entitled "Maximum Annual Assessments" is hereby amended and hereafter shall provide:

"Until January 1 of the year immediately following the date hereof the maximum annual assessment shall be NINETY-SIX DOLLARS (\$96.00) 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 ten percent (10%) 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."

All provisions, covenants and conditions of the said Amended Restrictions not expressly hereby Amended are hereby ratified and confirmed as being in full force and effect and binding upon BRIARWORTH, SECTION ONE (1).

EXECUTED this 26th day of July, 1980.

DECLARANTS:

Mrs. Ted L. McKeehan
14002 Briarworth
Owner of Lot 1 of
Briarworth, Section One (1).

Mrs. Darryl R. Horton
14006 Briarworth
Owner of Lot 2 of
Briarworth, Section One (1).

James R. Jenkins
14010 BRIARWORTH
Owner of Lot 3 of
Briarworth, Section One (1).

W. A. Schwartz
14014 Briarworth
Owner of Lot 4 of
Briarworth, Section One (1).

164-89-2040

(17)
15

15

15

15

(3)
12

Carl E. Jahn
1402 Briarworth
Owner of Lot 5 of
Briarworth, Section One (1).

Patricia Kachadourian
14106 Briarworth
Owner of Lot 6 of
Briarworth, Section One (1).

Owner of Lot _____ of
Briarworth, Section One (1).

Julian
14114 Briarworth Dr.
Owner of Lot 8 of
Briarworth, Section One (1).

Owner of Lot _____ of
Briarworth, Section One (1).

Owner of Lot _____ of
Briarworth, Section One (1).

64-89-2041

NOTICE OF MERGER
(Briarworth, Section I)

164-89-2059

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL PERSONS THAT BRIAR VILLAGE COMMUNITY ASSOCIATION, INC., a Texas Non-Profit corporation, is being merged with and into BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC., the surviving corporation.

ACCORDINGLY, BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC. is succeeding to the assets, rights, duties and responsibilities of the BRIAR VILLAGE COMMUNITY ASSOCIATION, INC., and all assessments payable to BRIAR VILLAGE COMMUNITY ASSOCIATION, INC., as established in the Restrictions of record under Harris County Clerk's File No. F315011, (Film Code No. 176-13-2206), in the Official Public Records of Real Property of Harris County, Texas. The real property affected by this merger is Briarworth, Section I, a subdivision in Harris County, Texas, according to the plat of said subdivision recorded in Volume 236, Page 22, Map Records of Harris County, Texas, and the members of BRIAR VILLAGE COMMUNITY ASSOCIATION, INC. will be full members of BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC., of equal right and standing with other members of BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Assessments due BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC. should be directed to the Association at:

Briar Park Community Improvement Association, Inc.
Post Office Box 42293
Houston, Texas 77042.

EXECUTED this 23 day of July, 1980.

BRIAR PARK COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

ATTEST:

[Signature]
(Name) FRANK M. LOPEZ
(Capacity) SECRETARY

By: *[Signature]*
(Name) ROBERT D. WHITE SR.
(Capacity) PRESIDENT



Witness to: BRESENHAN, MARTIN & WINGAT
300 LNG TOWER
2919 ALLEN PARKWAY
HOUSTON, TEXAS 77025

[Handwritten initials]

6641848 *[Handwritten]*

9
4

BRIAR VILLAGE COMMUNITY ASSOCIATION, INC.

10
100

ATTEST:

Abriel B. Reeves
(Name) ABRIEL B. REEVES
(Capacity) SECRETARY

By: [Signature]
(Name) W. PECKY HENRY
(Capacity) PRESIDENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

164-89-2060

BEFORE ME, the undersigned authority, on this day personally appeared Walter D. White, Jr. of BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of February, 1980.



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

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Walter D. White, Jr. of BRIAR VILLAGE COMMUNITY ASSOCIATION, INC., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of February, 1980.



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

164-89-2051

Quita Leckman
AUG 19 9 05 AM 1981
FILED
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

A hereby certify that this instrument was filed by
the undersigned on the date and at the time stamped
hereon by me and was duly RECORDED, in the Clerk's
Public Records of said County of Harris County, Texas on

AUG 18 1980



Quita Leckman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

EREBENKAN, MARTIN & WINGATE
ATTORNEYS
SUITE 808 LHO TOWER
3018 ALGER PARKWAY
HOUSTON TEXAS 77018
17131 880,880