

DECLARATION OF COVENANTS AND RESTRICTIONS

N245113

MEADOW BRIAR SECTION TWO

07/26/91 00872101 N245113 \$ 61.00

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by Briarforest Property Associates, hereinafter called "Declarant; "

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property out of Meadow Briar Section Two, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 349, Page 85, of the Map of Records of Harris County, Texas, such property being:

Lots 1 through 46, both inclusive of said Meadow Briar Section Two and,

WHEREAS, it is the intent of Declarant to establish a uniform plan for the development, improvement, and sale of such property (including any property later brought within the scheme), to insure the preservation of the uniform plan for the benefit of both present and future owners of the properties, and, to this end, to delegate to an existing homeowners association the powers to administer and enforce the covenants, restrictions, easements, charges, and liens set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Lots described below are held, and shall hereafter be conveyed subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") as hereinafter set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title, or interest in said property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof. The real property which is, and shall be, held, transferred, sold, and conveyed and occupied subject to this declaration consists of the following:

Lots One through Forty-six, both inclusive of Meadow Briar Section Two, a subdivision in Harris County, Texas, according

to the plat thereof recorded in Volume 349, Page 85, of the Map Records of Harris County, Texas, (or any subsequently recorded plat thereof).

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall refer to the Briarhills Homeowners Association, a Texas non-profit corporation, which has been heretofore incorporated; its successors and assigns.

Section 2. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.

Section 3. "Community Properties" shall refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the Members of the Association.

Section 4. "Corner Lot" shall refer to a Lot which abuts on more than one Street.

Section 5. "Declarant" shall refer to Briarforest Property Associates, a Texas joint venture, its successors and assigns.

Section 6. "Declaration" shall refer to this Declaration of Covenants and Restrictions.

Section 7. "Lot" shall refer to any of the numbered lots set forth above.

Section 8. "Member" shall refer to every person or entity which holds a membership in the Association.

Section 9. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest, or royalty interest burdening the title thereto.

Section 10. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or any thoroughfare as shown on the Subdivision Plat.

Section 11. "Subdivision" shall refer to: Lots One through Forth-six, both inclusive of Meadow Briar Section Two, a subdivision in Harris County, Texas, according to the plat thereof

recorded in Volume 349, Page 85, of the Map Records of Harris County, Texas, (or any subsequently recorded plat thereof).

Section 12. "Subdivision Plat" shall refer to the recorded map or plat of the Subdivision.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation, Purpose, and Duties. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Peyton L. Martin, Frank Romero, and Joe Costanza, all of Harris County, Texas, each of whom shall serve until his successor is appointed. The powers of the Committee, its successors, and the designated representatives as provided for hereinbelow shall cease on the earlier of ten (10) years from the date of this instrument, or the date upon which all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, at which time the Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s) provided, however, this provision shall not apply to a successor Committee appointed by the Association. Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans submitted or to designate a representative with like authority.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee. Except as to liability by reason of gross negligence or intentional acts, no member of the

Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Committee.

Section 2. Powers of the Committee. No building or other improvements shall be constructed or reconstructed in the subdivision, and no exterior alteration therein shall be made until the plans showing the exterior elevations have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to surrounding structures and topography. In the event the Committee fails to approve or disapprove such plans within thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been given, however such approval shall not operate to waive any other covenants and restrictions set forth herein.

No construction of a building, structure, fence, wall or other improvements shall be commenced until the contractor designated to perform such construction has been approved in writing by the Committee. In the event the Committee fails to specifically approve or disapprove a contractor within thirty (30) days after his name is submitted to it, approval thereof shall be deemed to have been given.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths, and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such

variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme or development. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance, and listing specific reasons for granting the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

ARTICLE III

Briarhills Homeowners Association

Section 1. Organization. The Association has been heretofore organized and formed as a non-profit corporation under the laws of the State of Texas. In addition to its jurisdiction pursuant to this instrument, the Association has jurisdiction over Briarhills Sections Four, Five, Briarhills Oaks of Parkway and Meadow Briar Section One Subdivisions. The principal purposes of the Association are the collection, expenditure and management of the maintenance charge funds, enforcement of the Declaration, providing for the maintenance preservation and architectural control (when the powers of the Committee terminate and the Committee's powers vest in the Association) within the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision and the promotion of the health, safety, and welfare of the residents within the Subdivision.

Section 2. Board of Directors. The Association acts through a Board of Directors, which manages the affairs of the Association as specified in the By-Laws of the Association.

Section 3. Membership. Every Owner of a Lot shall be a member of the Association. Lot ownership is the sole requirement for membership and no Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the Lot.

Section 4. Voting. The Association shall have one class of

voting membership with respect to the Subdivision covered by this

Declaration:

CLASS A. Class A members shall be all Owners including the Declarant and shall be entitled to one vote for each Lot owned. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be members, but in no event shall they be entitled to more than one vote with respect to that particular Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided: These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Subdivision. Without limiting the foregoing, the

total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums, and repair, maintenance, and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving, and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision; collection and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement, and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass, and shrubbery on esplanades and easements and in the Community Properties; acquiring and maintaining or entering into contracts with other entities for the use of any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; paying useage or other fees to other entities for the right of the owners to use their recreational facilities and/or share in the costs of a joint security service and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments, and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments.

Until January 1 of the year immediately following the date of commencement of the first annual assessment, the maximum annual

assessment shall be \$415.00 per Lot. From and after the first day of January of the year immediately following the day of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D.C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the Members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by approval of two-thirds (2/3rds) of each class of Members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of Members as provided in the By-Laws of the Association, a door to door canvas may be used to secure the written approval of two-thirds (2/3rds) of each class of Members for such increase in the annual assessment or in the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Members.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and

personal property related thereto, provided that any such assessment shall have the approval of the Members as set forth in Section 3 above.

Section 5. Quorum for any Action Authorized Under Section 3 or 4 Herein. The quorum for any action authorized by Sections 3 or 4 herein shall be as follows:

At the first meeting called, as provided in Section 3, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments of all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association, subject, however, to the provisions of Section 7 below. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence on October 1, 1991. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot (on which prior assessments have commenced) in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an

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officer of the Association setting forth whether t assessments on
a specified Lot have been paid. A properly executed certificate of
the Association as to the status of assessments on a particular Lot
is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the Lot. Interest accruing on past due assessments at the maximum rate permitted by law, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and such Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of a Vendor's Lien. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the community Properties or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to the liens of First Interstate Bank of Texas, N.A. (or its successors or assigns) currently covering the property which is the subject of these covenants and restrictions and any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Vendor's Lien provide, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial

foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien, or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

Section 1. Owner's Easement for Access and Enjoyment.

Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- a. The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the votes cast by each class of Members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such Community Properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonable wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser, interest thereon at the rate of ten percent (10%) per annum, and other reasonable expenses incident to maintenance of such Community Properties incurred by the lender or foreclosure sale purchaser shall be satisfied

or recovered, whereupon the possession of such Properties shall be returned to the Association and all rights hereunder of the Members shall be fully restored.

- b. The Association shall have the right to take such steps as are reasonable necessary to protect the Community Properties against foreclosure of any such mortgage.
- c. The Association shall have the right to suspend the voting rights and enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days. In the event any assessments have been or are being expanded to provide services for the Members (for example, garbage collection services) the Association shall have the right to terminate or cause to be terminated such services for any member during the period said Member is in default in excess of thirty (30) days in the payment of any assessment against said Member's Lot.
- d. The Association shall have the right to establish reasonable rules and regulations. The Association shall have the right to delegate such rules and regulations. The Association shall have the right to delegate management of Community Properties.
- e. Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, this provision shall not be construed to limit the right of the Association to grant or dedicate public or private utility easements in portions of the Community Properties.
- f. The Association shall have the right, but not the obligation, to contract, on behalf of all Lots, for garbage and rubbish pickup and to charge the Owner of each Lot for his pro rata share to be determined by dividing the number of Lots being served into the total cost of providing garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described herein.

Section 2. Delegation of Use. Each member shall have the right to extend his rights and easements of enjoyment to the Community Properties to the members of his family, to his tenants who reside in the subdivision and to such other persons as may be permitted by the Association.

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot is hereby restricted to residential dwellings for single family residential

use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lot even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single family residence and its outbuildings shall be constructed, places on or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes or apartment houses.

Section 2. Animals and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes; further provided that no more than three (3) such pets shall be kept on a Lot; and further provided that they are not allowed to roam or wander unattended in the neighborhood.

Section 3. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance to residents of the Subdivision.

Section 4. Storage and Repair of Vehicles. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, or unused or inoperable automobiles shall be parked or kept in the Street in front of, or side of any Lot or on any Lot, unless such vehicle is stored within a garage. No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of forty-eight (48) hours.

Section 5. Permitted Hours for Construction Activity. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside

construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

Section 6. Disposal of Trash. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary containers constructed of metal, plastic, or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal, or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

Section 7. Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 8. Mineral Production. No drilling, developing operations, refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or

natural gas shall be permitted upon any Lot. Declarant waives its right to use the surface of any Lot for the exploration, development, or production of oil, gas, or other minerals from the mineral estate, if any, owned and retained by Declarant.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

Section 1. Type or Residence. Except for the easement rights elsewhere recognized in this Declaration, each Lot shall be used only for a Living Unit and a private garage or carport, and no Lot shall be used for business or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage, or, if the Architectural Control Committee so approves in writing, a carport. Each garage or carport shall be at least twenty (20) feet in width and twenty-two (22) feet in length. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Bona fide domestic servants may live in the improvements on any Lot.

Section 2. Height and Living Area Requirements. No building or Living Unit in the Subdivision shall exceed in height three (3) stories or thirty-six feet (36'), measured from the finished grade of the building site. On a Lot, a Living Unit of one story shall contain not less than 2,200 square feet of living area and a Living Unit of more than one story shall contain not less than 2,200 square feet of living area, unless the Architectural Control Committee agrees to the contrary in writing. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveway, carports, and/or garages. Measurements shall be to the face of the outside walls of the living area.

Section 3. Location of Residence on Lot. Unless otherwise approved by the Committee, all residences on each Lot shall face the Lot line having the shortest dimension abutting a Street (front lot line), provided, however, the front door of a residence need not face a Street (front lot line). Residences on Corner Lots

shall have a presentable frontage on each street on which they face. Each attached or detached garage shall, unless otherwise directed or permitted by the Committee, face either upon the front lot line or upon a line drawn perpendicular to the front lot line. Driveway access will be provided from the front lot line only, except for Corner Lots which may have driveway access from a side Street. As to each Lot, the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit: a dwelling constructed on a Lot may have no outside wall less than five feet (5') from the property line, except detached garages which may be no less than three feet (3') from the property line. To provide for uniformity and proper utilization of the building area within the Lots, Living Units or appurtenant structures on a Lot shall not be less than ten feet (10') from the Living Unit or appurtenant structure on any contiguous Lot(s). Overhang of the walls and roofs of such buildings or structures shall be permitted beyond the applicable setback lines and property lines so long as such overhang does not extend out more than eighteen inches (18") from the slab or foundation. Where a Lot has frontage on both a public street and a private street, the main entrance to the dwelling constructed thereon shall face, and the driveway thereon shall provide access from, the private street regardless of the amount of frontage on the public street, unless the Committee authorizes a different layout in writing. The side walls of a Living Unit or appurtenant structure shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or similar material as approved by the Committee; and such walls shall satisfy the City of Houston Building Code as to fire resistance.

Section 4. Type of Construction. Unless otherwise approved by the Committee, at least fifty-one percent (51%) of the exterior wall area of all residences (excluding detached garages), excluding gables, windows and door openings, must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of

the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporated frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 5. Temporary Buildings. Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales, and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which some Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 6. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

Section 7. Roof Material. Unless otherwise approved by the Architectural Control Committee, roofs of all residences shall be constructed so that the exposed material is minimum 225 pounds per square composition shingles of wood tone color or another material approved by the Committee in its sole discretion.

Section 8. Fences. No fence or wall shall be erected on any Lot nearer to the Street than the building setback lines as shown on the Subdivision Plat with the exception of Lots 1, 12, 13, 25, 26, and 39, Meadow Briar Section Two where a fence or wall can be built on the west property line provided it does not extend past the front building line. The erection of chain link fences is prohibited without the express written approval of the Architectural Control Committee in specific instances.

Section 9. Grass, shrubbery, and Fencing. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to the property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by Owner upon request, then the Declarant or Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install, and maintain shrubbery and other screening devices around boxes, transformers, and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles.

Section 10. Signs. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

Section 11. Traffic Sight Areas. No fence, wall, hedge, or

shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within a triangular area formed by two (2) lot lines abutting the Street and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the lot line abutting a Street, the edge line of any driveway or alley pavement and a line connecting them at point ten (10) feet from their intersection.

Section 12. Exterior Antennae. Without the prior written consent of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside of a living unit or on the exterior of any building or other improvement located on a Lot.

Section 13. Curb Ramps. If required by applicable federal, state, or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 14. Screening Fences. Except as otherwise provided herein, plants, fences, or walls utilized in protective screening areas as shown on the Subdivision Plat, or as required pursuant to this instrument, shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense.

Section 15. Sidewalks. Before the construction of any residence is complete, the Builder thereof shall construct in all adjacent street right-of-way a concrete sidewalk four feet (4') in width, approximately parallel to the street curb and two to five feet (2' to 5') from the lot line. The sidewalk shall extend the full width of the Lot. On Corner Lots the sidewalk shall extend the full width and depth of the Lot and up to the street curb at

the corner.

Section 16. Minimum Lot Size in Relation to Residence. No residence shall be erected on any Lot or combination of Lots having a lot width at the front of the Lot less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat; and no residence shall be erected on any Lot or combination of Lots having a lot area less than the smallest lot in the Subdivision as reflected in the Plat thereto.

Section 17. Mailboxes. Mailboxes, house numbers, and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

Section 18. Disposal Units. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

Section 19. Air conditioners. No window or wall type air conditioners visible from any Street shall be permitted.

Section 20. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 21. Enforcement of Exterior Maintenance. In the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain, and restore the Lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance, and restoration, the Association shall have the right, through its agents and employees, to enter any residence