

AMENDMENT TO USE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, BRIARHILLS PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, hereinafter referred to as "POA" and BRIARHILLS HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, hereinafter referred to as "HOA", heretofore entered into that one certain Use Agreement ("Use Agreement") dated January 28, 1983, and

WHEREAS, the HOA and POA desire to amend such Use Agreement to clarify that certain items not specifically listed therein are to be included in the calculation of the usage fee, as defined in the Use Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the benefits inuring to the parties hereto, POA and HOA do hereby amend the Use Agreement by adding the following:

The parties agree that the usage fee shall specifically include, in addition to the items set forth on pages four and five of the Use Agreement, the HOA's prorata portion (as calculated pursuant to the formula contained in the Use Agreement) of the following items:

1. All expenses incurred for security guards and security patrols employed specifically to protect the Amenity Package.
2. Costs and expenses relating to security devices installed to protect the Amenity Package.
3. All costs and expenses incurred in connection with the expansion of the existing improvements

constituting the Amenity Package or the addition of new improvements to the Amenity Package.

4. The annual contribution of the POA to a capital reserve fund established and maintained by the POA for the purpose of maintaining funds on hand for expansion of and improvements to the Amenity Package and/or for emergency repairs thereto. The POA shall determine the amount and use of any funds disbursed from such reserve fund at its sole discretion, provided the POA agrees to exercise such discretion in good faith and utilize such funds only in connection with the Amenity Package.

Nothing contained herein shall be construed as to limit the ability of the POA to apply funds, which are collected pursuant to the Use Agreement, towards any other cost and expense related to the maintenance, repair, improvement, replacement, or preservation of any improvement now or hereafter made a part of the Amenity Package.

Except as amended hereby, the Use Agreement shall remain unchanged and the parties hereto do each ratify the Use Agreement, as amended hereby, for all purposes.

EXECUTED AND EFFECTIVE this 18th day of October, 1983.

BRIARHILLS PROPERTY OWNERS
ASSOCIATION

ATTEST:

J. A. Keweenaw
Secretary

By: DPK
Name: _____
Title: _____

BRIARHILLS HOMEOWNERS
ASSOCIATION

ATTEST:

J. J. Gallagher
Secretary

By: James C. Box
Name: James C. Box
Title: President

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This instrument was acknowledged before me on this the
____ day of _____, 1983 by _____,
President of Briarhills Property Owners Association, a Texas
non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the
7th day of December, 1983 by JAMES C. Bay,
President of Briarhills Homeowners Association, a Texas
non-profit corporation, on behalf of said corporation.



NOTARY PUBLIC, STATE OF TEXAS

WINIFRED O. COLLINS
Notary Public, State of Texas
My Commission Expires 12-5-84