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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BRIAR COURT SUBDIVISION

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Declaration, made on the date hereinafter set forth by Harbour Development Co., hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Harris, State of Texas, known as Briar Court Subdivision, such property being shown on the map or plat thereof recorded in Volume 249, page 1 of the Map Records of Harris County, Texas, to which reference is here made for all purposes; and

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WHEREAS, the property shown on said recorded map or plat of Briar Court Subdivision is subject to certain restrictions imposed thereon by Final Judgment (herein called the "Final Judgment"), entered in Cause No. 764636, styled Briargrove Park Property Owners, Inc. vs. Southern Investors Construction Company, Inc. et al, said Final Judgment being recorded in Volume 8061, pages 547 through 591 of the Deed Records of Harris County, Texas; and

WHEREAS, pursuant to the terms of the restrictions imposed upon such property by said Final Judgment, Declarant is desirous of imposing certain additional easements, covenants, conditions, restrictions, assessments and liens on the property included within said Briar Court Subdivision, all as a part of a common scheme or plan for the improvement, development and sale of all of such property shown on such recorded plat, all for the benefit of the present and future owners thereof and for the enhancement and protection of property values in said Briar Court Subdivision;

NOW, THEREFORE, Declarant declares and agrees that all of the property shown on and included within the recorded plat of

Briar Court Subdivision shall be hereafter held, sold, conveyed, occupied and enjoyed subject to the following additional easements, restrictions, covenants, conditions, assessments and liens, all of which are for the purpose of enhancing and protecting the values and desirability of property shown on said recorded plat, all of which shall run with and be binding upon the property shown on said recorded plat, all of which shall be binding upon all parties having any right, title or interest in the property shown on said recorded plat, or any part thereof, and their respective heirs, successors and assigns, and all of which shall inure to the benefit and be enforceable by all parties having any right, title and interest in the property shown on said recorded plat, or any part thereof, and their respective heirs, successors and assigns, as well as by Briargrove Park Property Owners, Inc. and any and all other persons, firms or corporations who are entitled to so enforce the same by virtue of the restrictions imposed on such property by the terms of said Final Judgment, to which reference is here made for all relevant purposes.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BRIARGROVE PARK PROPERTY OWNERS, INC., which is a non-profit corporation organized under the laws of the State of Texas.

Section 2. "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 interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, which is shown on the map or plat of Briar Court Subdivision, which map or plat is recorded in Volume 249, page 1 of the Map Records of Harris County, Texas.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of its members.

Section 5. "Lot" shall mean and refer to any of the 118 numbered plots of land shown upon the recorded subdivision map or plat of the Properties, with exception of any Common Area shown thereon.

Section 6. "Declarant" shall mean and refer to Harbour Development Co., a Texas corporation, its successors and assigns.

Section 7. "Briargrove Park" shall refer to the subdivision situated in the City of Houston, Harris County, Texas, consisting of six (6) sections which are shown on maps or plats thereof recorded in the Map Records of Harris County, Texas, and which are therein identified and named as sections of Briargrove Park.

ARTICLE II

PROPERTY RIGHTS

Section 1. Any owner of Lots in Briar Court Subdivision may impose additional restrictions thereon by filing same for record in the office of the County Clerk of Harris County, Texas, or by including such provisions in his deed of conveyance, provided only that such additional restriction or restrictions do not modify the general plan and scheme of the restrictions herein set forth, and after any such additional restriction or restrictions are in effect, they shall inure to the benefit of and be enforceable by any other party entitled to enforce these restrictions.

Section 2. Invalidation of any portion of these restrictions, by court order or judgment, shall in no way affect or invalidate any of the other provisions hereof, which shall remain in full force and effect.

Section 3. Any person, firm or corporation which owns any Lot within the Properties and the Association are all hereby given the right to enforce the restrictions contained herein and they or any of them, including the Association, shall be entitled, upon any violation or threatened violation thereof, to prosecute any proceedings at law or in equity to prevent and enjoin such violation or threatened violation, to recover damages, or to enforce any other remedy available, at law or in equity by reason thereof.

Section 4. All residents shall use water and sewage service provided through lines constructed in the easements upon the Lots, and shall use no other.

Section 5. The right of entry to any easement or street area for the purpose of building, maintaining or repairing utility lines is expressly reserved, and neither Declarant nor its successors or assigns, nor the operator of any public utilities shall be liable for damage to any plant, structure, or building situated on such easement or street area, because of such construction, maintenance or repair.

Section 6. Title to any Lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

Section 7. Easements affecting all Lots as shown on the plat of Briar Court Subdivision filed in the Harris County Map Records, are hereby reserved for the benefit of all public utilities for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjoining each side of said utility easements within the Lots affected by these restrictions, as shown on said recorded plat.

Section 8. Violation of any of the restrictions, conditions, or covenants, set forth herein shall give Declarant and the Association or either of them, the right of entry to remove or abate such violation, without committing a trespass, and to charge the expense thereof back to the property of the violator, plus 50% for overhead and supervision, plus 8% per annum interest, until paid. This charge will constitute a lien retained against such property, with the same force and effect as the lien for the maintenance charge contained herein. A similar lien is retained to cover and enforce the requirements as set forth herein for construction and maintenance of street gas lighting, to enforce payment of amounts expended to maintain the masonry walls upon certain Lots as hereafter provided, in event of failure of the Owner of the Lot upon which said wall is located to maintain the same, and to enforce the obligation to construct curb sidewalks in the event same are not constructed by the builder within the time limit and in accordance with Article IV, Section 2.

Section 9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

Section 10. No garage or servants quarters shall be used as a residence, except that servants quarters may be occupied by servants actually employed on the premises.

Section 11. No sign of any kind shall be displayed to the public view on any Lot or easement, except for signs used by a builder to advertise the property during the construction and sales period, or traffic control signs.

Section 12. No derrick or other structure designed for the drilling of oil or gas shall be erected or maintained on any Lot, and no oil drilling, oil or gas development, oil refining, quarrying, or mining of any kind shall be permitted, pursued or maintained on any Lot.

Section 13. No trailer, basement, or garage, erected on any portion of any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any used residence be moved onto a residential Lot. No septic tank or disposal plant shall be built on any Lot, or maintained thereon.

Section 14. Grass and weeds shall be kept mowed, to prevent unsightly appearance. Dead, diseased, or damaged trees which might create a hazard to property or persons on any Lot or adjacent Lot, shall be promptly removed or repaired. Vacant Lots shall not be used as dumping grounds for rubbish, trash rubble, or extra soil. Trash shall not be burned, except in closed top incinerators, because of the danger of damage to trees and to buildings.

Section 15. No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off trucks, recreational vehicles, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicle or items must be screened from public view, either within the garage or behind a solid fence.

Section 16. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. Garage sales shall not be permitted.

ARTICLE IIILOCATION

Section 1. No fence or wall, except the masonry wall on the East, North and West boundaries of Briar Court Subdivision and extending fifty (50) feet along Ella Lee on Lot 18, Block 8, shall be placed or maintained nearer to the front of any Lot than the front building line shown on the recorded plat of Briar Court Subdivision. On corner Lots which have a building line of less than twenty (20) feet on the side street, no fence, wall, or hedge, higher than two (2) feet above the ground, shall be placed or maintained nearer to the street than the side property line. No mass planting which would interfere with the view of cross traffic shall be allowed on any corner Lot.

Section 2. Houses on corner Lots shall face the street on which the Lot has a building set back line of at least twenty (20) feet. Garages on corner Lots may face the side street if the garage is built as far from the side street as the width of the Lot will allow.

Section 3. No building shall be placed or maintained on any Lot nearer to the street than the front or side street building set-back lines shown on the recorded plat. No residences shall be placed or maintained nearer to any interior Lot line than three (3) feet. For the purpose of these restrictions, eaves, steps, unroofed porches, and roof overhangs shall not be considered in this measurement; however, no portion of any building on one building site may encroach on another building site. No residence shall be placed or maintained on any Lot or building site with a frontage of less than sixty (60) feet, except for any Lots shown on the recorded plat of Briar Court Subdivision which have a frontage of less than sixty (60) feet. No residence shall be placed or maintained on any Lot or building site with an area of less than 5400 square feet, except for any Lots shown on the recorded plat of Briar Court Subdivision which have an area of less than 5400 square feet. Subject to such minimum frontage and Lot area requirements, two (2) Lots or fractions thereof may be used and designated as a single building site.

Section 4. No garage shall be placed or maintained on any Lot or building site nearer than three (3) feet to the side Lot or building site line, or nearer to a side street than the minimum building set-back line. No garage shall be placed or maintained on any side or rear easement. No garage on a Lot or building site shall be placed or maintained which faces the street, unless the front of the garage is at least thirty-five (35) feet back of the front building line. When located thus, the garage may be attached or detached. No porte-cochere on the end of a residence shall be placed or maintained nearer to the side Lot or building site line than three (3) feet, nor nearer to a street than the minimum building set-back line. No porte-cochere shall be placed or maintained on any Lot or building site which does not have a usable double garage. For the purpose of these restrictions, carports shall be considered as garages, and shall meet the requirements for garages, including location, materials and construction. Garages may be placed on the front building line if they do not face the street.

ARTICLE IVMATERIALS AND CONSTRUCTION

Section 1. Walls and roofs of garages, carports, and porte-cocheres on the end of a residence, shall be constructed of the

same material which is used on the walls and roof of the residence, except that, in the event that the proportion of brick and masonry on the walls of the residence below the bottom of the eave fascia trim board is a minimum of eighty-five (85%) percent, then the walls of the garage or carport may be constructed of cedar shakes, board and batten, vertical V-joint boards, or horizontal square edged lapped siding. Driveways shall be constructed with a minimum width of nine (9) feet, with one inch expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. Width of driveway shall flare to a minimum of twenty (20) feet at the curb. The street curb shall be broken in such a manner that the driveway may be at least four (4) inches thick at its end toward the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway. Walks from the street curb to the residence shall have a minimum width of four (4) feet.

Section 2. Concrete sidewalks, with a minimum width of four (4) feet, shall be constructed by the builder, adjacent to the street curb, prior to the time the yard is graded, and prior to the time the floor of the residence is finished. In the event the garage driveway which is being constructed is within five (5) feet of an adjacent Lot on which the sidewalk has not been constructed, the walk will not be constructed by the builder past the driveway; but if the sidewalk has been constructed on the adjacent Lot, then the builder will continue his construction to meet the sidewalk or driveway on the adjacent lot. In the event the driveway is more than five (5) feet from an adjacent Lot, on which the sidewalk has not been constructed, then the sidewalk shall be constructed by the builder to within five (5) feet of the common Lot line, in order to allow space for the flare of future driveway on adjacent lot; but if the sidewalk or adjoining driveway has been constructed on that adjacent lot, then the builder will continue his construction to meet the sidewalk or driveway on the adjacent Lot. Expansion joints shall be placed in sidewalk and driveways in line with expansion joints in street pavement. Any concrete which spills on pavement or curbs shall be removed before it has set. Mud tracked on pavement by trucks shall be removed promptly.

Section 3. Street lighting will be by individual gas lights, furnished and installed, or caused to be furnished and installed, by the builder, connected to a house tap furnished by the builder near the center of the outside of the front wall of each house. Temporary inspection and approval of the gas piping shall be secured as soon as plumbing is roughed in and house is roofed, the gas meter set, and from that time forward, the street light shall be kept burning during all hours of darkness by the builder, or any subsequent Owner or resident. The type, size and design of the gas light on the Lots shall be subject to approval of the Architectural Control Committee of Briargrove Park Property Owners, Inc., but same shall not be required to exceed the type, size and design then being used and installed in Briargrove Park. On each corner Lot, a gas light shall be installed on the side street. The location, type, design and size of such corner Lot gas lights on the Lot shall be subject to approval of such Architectural Control Committee, but same shall not be required to exceed the type, size and design then being used and installed on corner lots in Briargrove Park. Failure of the builder to furnish and install such gas light or lights shall not relieve any subsequent Owner of the obligation to install and furnish such light or lights.

Section 4. All residences constructed on building sites in Briar Court Subdivision shall be constructed on concrete slabs. Exterior walls of residences shall be constructed with at least 51 percent brick veneer. In computing this percentage, wall masonry below the sill line of windows, or below the midpoint of wall, shall be considered 25 percent masonry. Door or window openings shall be considered to be built of the material which encloses them. If a garage is attached or semi-attached to a residence, the perimeter of the residence shall be computed as if the garage did not exist. Roofs shall be constructed of cedar shake shingles only. Roofs of residences and garages shall have a minimum pitch of 4 inches to 12 inches, except for a roof covering some small area such as a small covered patio, or small dormer. Roofs of residences and garages shall have a maximum pitch of 6 to 12 inches.

Section 5. No Lot shall be used except for single family residential purposes, and no building shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached single family dwelling, together with a garage with a capacity of at least 2 cars. This restriction shall not prevent the inclusion of one story servants' quarters in connection with a garage, for the use of bona fide servants domiciled with a tenant or Owner; nor the temporary use of a residence as a furnished or unfurnished showhouse sales office while the builder has unsold houses or Lots within a one block radius from the showhouse or central sales office for realtors during construction period.

Section 6. Except as provided in Section 8 below, the ground floor area of the main structure of a one story residence, exclusive of porches, garages, semi-finished storage rooms, and servants' quarters, on each building site shall contain not less than 1800 square feet.

Section 7. Except as provided in Section 8 below, the ground floor area of the main structure of a one and one-half story or two story residence, exclusive of porches, garages, semi-finished storage rooms, and servants' quarters, on each building site shall contain not less than 1400 square feet and the entire floor area of any one and one-half story or any two story residence shall contain not less than 2000 square feet total.

Section 8. Residences constructed on Lots 1, 6, 9, and 14 of Block 4 and Lots 1 and 14 of Block 6 and on all Lots fronting or siding the West Belt shall have a minimum floor area of 1500 square feet exclusive of porches, garages, semi-finished storage rooms and servants quarters regardless whether such residences have one story, one and one-half story or two stories.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Construction or alteration of any building shall not commence on any Lot or building site in any of the area subject to these restrictions until after plans for such construction or alteration have been approved in writing by the Architectural Control Committee of Briar Court Subdivision. Such plans shall show, in detail, the foundation, floor plan, all elevations, all exterior building materials, and a plot plan showing grades and location of residence, garage, patio, and driveway, with dimensions. It will not be necessary to show the curb sidewalk or the gas light since all approvals by the committee will be based on the sidewalk and gas light being constructed at the proper time. In the event approval or disapproval has not been given within 15 days from the time of plan submission, then the plans will be

deemed approved, and the related restrictions as to architectural control will be deemed to have been complied with.

Section 2. The Architectural Control Committee of Briar Court Subdivision shall be composed of five (5) members appointed from time to time by Briargrove Park Property Owners, Inc. A majority of the committee may appoint a representative to act for the committee and in all instances the decision of any three members of the Architectural Control Committee shall be deemed to be the act of such Committee. No member or representative shall draw any compensation for his services in behalf of the committee.

ARTICLE VI

MAINTENANCE FUND

Section 1. Each Lot in Briar Court Subdivision shall be and is hereby severally made subject to and impressed with an annual maintenance charge (herein called the "maintenance charge") which shall be payable to the Association and which shall run with the land and be binding upon the Owner of each of the Lots shown on said recorded plat and their respective heirs, successors and assigns. Each Owner of a Lot in Briar Court Subdivision, by acceptance of Deed thereto (whether or not expressly set forth in such Deed) is deemed to agree, as a covenant running with the land, to pay such maintenance charge, in such amounts and on such terms as are hereinafter provided, to the Association, and its successors and assigns. The amount of the annual maintenance charge payable by the Owner of each Lot shall be in an amount equal to (i) \$120.00 per lot plus (ii) an additional amount (herein called the "Additional Charge") to be assessed and fixed annually by the Board of Directors of the Association. However, the amount of the Additional Charge assessed annually against each Lot shall never exceed the amount of the voluntary assessment which the Board of Directors of the Association shall seek to collect each year from the Owners of each of the lots in Briargrove Park or \$300.00, whichever is less, and shall never be increased in any one calendar year by an amount in excess of fifteen percent (15%) of the amount of the Additional Charge assessed by the Board of Directors of the Association for the immediately preceding calendar year. The amount of the Additional Charge for 1977 is \$35.00. Notwithstanding the foregoing terms hereof, if as a result of an amendment to the instruments imposing a maintenance charge on lots in Briargrove Park, the amount of the maintenance charge which owners of such lots in Briargrove Park are required to pay to the Association shall be hereafter increased to such an extent that the Association shall not thereafter seek to collect a voluntary assessment from the owners of lots in Briargrove Park, then in such event the amount of the annual maintenance charge thereafter payable by the Owner of each Lot in Briar Court Subdivision shall be determined in the same manner and on the same basis as the maintenance charge is determined and based on all lots in Briargrove Park, but in no event shall such maintenance charge on lots in Briar Court Subdivision be less than \$120.00 per Lot.

Section 2. The maintenance charge assessed under Section 1 above shall be a continuing charge on each Lot and payment thereof shall be secured by a Vendor's Lien herein retained for the use and benefit of the Association, and its successors and assigns, upon each Lot in Briar Court Subdivision to the same extent as if retained in each deed from Declarant and expressly assigned to the Association, without recourse. Such maintenance charge shall be payable to the Association annually, in advance, on January 1st of each year after the year in which such assessment commences to accrue against the Lots in Briar Court Subdivision. The

Oct 1, 1977 - Monday 2/26 June 9, 1977

maintenance charge provided for in Section 1 above shall first commence to accrue against all the Lots on the 120th day after the date that this Declaration is filed for record in the Office of the County Clerk of Harris County, Texas. The amount of such maintenance charge which shall accrue during the balance of calendar year 1977 shall be that pro-rata part of the amount otherwise payable for such calendar year which is attributable to that portion of calendar year 1977 which shall remain after the date such maintenance charge shall commence to accrue, as aforesaid. In the event any annual maintenance charge is not paid when due, all delinquent amounts shall bear interest at the rate of eight per cent per annum from the due date until paid in full.

Section 3. The Association shall use the funds so collected from the Lot Owners in conjunction with funds collected from the owners of lots in Briargrove Park so far as such funds may be sufficient, in the judgment of the Association, toward the payment for maintenance of streets, sidewalks, paths, parks, parkways, esplanades, and vacant lots; for the furnishing of bus service or the subsidy for such public bus service as may be necessary; for providing fire, police, or watchman service; for street lighting, fogging for insect control; for back door garbage and rubbish pickup, for maintenance and operation of the swimming pool, including lifeguards and assistants, the pool site, and all related improvements thereon; for enforcement of these restrictions; and doing any other things necessary or desirable, in the opinion of Briargrove Park Property Owners, Inc., to maintain or improve any of the properties within the areas which are subject to maintenance charge assessment in favor of the Association, or which is considered of benefit to the owners or occupants of the properties subject to maintenance charge assessment in favor of the Association, including all Sections of Briargrove Park and Briar Court Subdivision. The Association shall be entitled to use all fund payable to it from Lots in Briar Court Subdivision in the same manner and for the same purposes as all funds payable to it from Lots in Briargrove Park Subdivision are used. The use of the funds paid to the Association from such maintenance charge for any of the above stated purposes is permissive, not mandatory, and the decisions of the Briargrove Park Property Owners, Inc., as to use of such funds shall be final, so long as made in good faith.

Section 4. No foreclosure of the lien herein reserved to the Association to secure the payment of the maintenance charge or other assessments provided herein shall in any way affect, impair or terminate any purchase money lien covering any Lot. In the event Benjamin Franklin Savings Association or any holder of any purchase money lien covering any Lot shall acquire title thereto pursuant to remedies provided for in any deed of trust or other mortgage document, whether by foreclosure or deed (or assignment) in lieu of foreclosure, it shall acquire title to such Lot free of any claims for any maintenance charge or other fees or assessments provided herein against such Lot which shall have accrued and become due and payable prior to the date such mortgagee shall have acquired title to such Lot. However, it is expressly stipulated that in no event shall the foreclosure of any mortgage lien or other type lien covering any of the Lots in Briar Court Subdivision impair, diminish or otherwise affect the enforceability of the annual maintenance charge which shall be assessed against such Lot or Lots for each ensuing calendar year thereafter or the Vendor's Lien herein provided for to secure payment of such annual maintenance charge which shall be assessed against such Lot or Lots for said subsequent calendar years, or the enforceability of the other assessments provided for herein which shall be made against any such lot or lots following such foreclosure.

Section 5. The annual maintenance charge shall continue to be payable for such period as these restrictions are in effect, or until such time as the provisions herein for such maintenance charge may be changed, in whole or in part in accordance with the terms of Article IX hereof.

ARTICLE VII

BRIARGROVE PARK PROPERTY OWNERS, INC.

Section 1. The Owners of each of the Lots in Briar Court Subdivision shall be entitled to membership and voting rights in Briargrove Park Property Owners, Inc. on the same basis as the owners of lots in Briargrove Park are entitled to membership and voting rights therein.

Section 2. Accordingly, the Owners of Lots in Briar Court Subdivision shall be entitled to the use and enjoyment of the Common Area and all of the properties and facilities of the Association and to receive the other services and benefits by the Association, all on the same terms and on the same basis as the owners of the lots in Sections 1 through 6 of Briargrove Park are entitled to use and enjoy such facilities and properties and to receive such services and benefits. It is, however, expressly stipulated that notwithstanding the fact that the amount of the maintenance charge assessed against each of the Lots in Briar Court Subdivision is greater than the amount of the maintenance charge assessments against the owners of lots in Briargrove Park, the owners of Lots in Briar Court Subdivision shall be subject to the same rules and regulations which are from time to time imposed upon all of the member of the Association, including but not limited to the obligation to pay to the Association the same fees which are charged to the owners of lots in Briargrove Park in order to use the recreational properties and facilities of the Association.

Section 3. Briargrove Park Property Owners, Inc. is a Texas non-profit corporation and its purposes are set forth in its Articles of Incorporation, as amended.

ARTICLE VIII

MAINTENANCE OF MASONRY WALL

Section 1. The Owner of any Lot traversed by a masonry wall shall, at his sole cost and expense, maintain, in a good state of repair, that portion of such masonry wall located upon the Lot of such Owner. Should said Owner (including any subsequent Owner) of any Lot traversed by such masonry wall fail or refuse for any reason to maintain such masonry wall in a good state of repair, then Briargrove Park Property Owners, Inc., after 10 days' notice in writing of its intention so to do, delivered or mailed postage prepaid to the Owner of such Lot at his last known address, as reflected on the records of Briargrove Park Property Owners, Inc., shall have, and is hereby expressly given and granted, the right to enter upon such Lot and upon the easement adjacent thereto, and make such repairs as, in the opinion of said Briargrove Park Property Owners, Inc., shall be necessary, to the portion of such masonry wall as shall be upon the Lot of said Owner, and neither Briargrove Park Property Owners, Inc., its officers, agents or contractors shall be liable, in any manner, to the said Owner on account of such entry, or for any damages done to any persons or property of said Owner, in effecting such repairs and said Owner shall be liable to Briargrove Park Property Owners, Inc., for the reasonable cost of the repairs so made and effected,

plus 50 percent for overhead and supervision, plus 8 percent interest on all such amounts until paid; which amounts shall be payable immediately, upon demand, and shall be secured by a lien in favor of the said Briargrove Park Property Owners, Inc., in like manner as the liens securing payment of the annual maintenance charges above provided for. The obligation to so maintain and repair said wall shall continue for such period as these restrictions are in effect.

ARTICLE IX

GENERAL PROVISIONS

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is filed for record with the County Clerk of Harris County, Texas, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended at any time by an instrument signed by the Owners of not less than fifty-five percent (55%) of the Lots. In either instance, each Owner shall also be required to obtain the written approval by the holder of any purchase money mortgage covering his Lot of any such amendment hereto. Any amendment must be recorded in the Official Public Records of Real Property of Harris County, Texas. Notwithstanding any of the foregoing terms of this Article IX, no amendment may be made to terms and provisions hereof prior to the expiration of fifteen (15) years after the date this Declaration is filed for record without the prior written approval thereof by the Association.

ARTICLE X

RIGHTS AND PRIVILEGES GRANTED TO MORTGAGEES

Notwithstanding anything contained herein to the contrary, and in order to provide an inducement to mortgage-lenders to finance individual Lots as homes subject to the terms hereof, the Association and all Owners agree that holders of first mortgages covering the Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any properties owned by the Association, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for any such properties, and any such holders of first mortgages so making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XI

Section 1. Benjamin Franklin Savings Association and Southwest, Inc., as the holders of mortgage liens against all of the Lots in Briar Court Subdivision as of the date of the filing for record of this Declaration, join herein to evidence their respective consent to and approval of all of the foregoing terms and provisions of this Declaration and their respective agreement that in the event they or either of them shall hereafter acquire title to one or more of the Lots in Briar Court Subdivision pursuant to enforcement of their respective mortgage liens against such Lot or Lots, any such action by either of them shall not terminate, modify, or otherwise affect the foregoing terms and provisions of this Declaration, all of which shall be and remain of full force and effect against all the Lots in Briar Court Subdivision; provided, however, if either Benjamin Franklin Savings Association or Southwest, Inc. shall so acquire title to such Lots, they shall do so free from any claims for maintenance charge assessments

or other fees, charges or assessments provided herein which have accrued against such Lots and have become due and payable prior to the date they shall have so acquired title to such Lot or Lots.

Section 2. Briargrove Park Property Owners, Inc. joins herein to express its consent to and approval of the foregoing terms and provisions of this Declaration. However, by its joinder herein, Briargrove Park Property Owners, Inc., does not waive, release, modify or otherwise affect any of its rights, duties and obligations under the terms and provisions of said Final Judgment and likewise does not waive, release, modify or otherwise affect any of the rights, duties and obligations of any other person, firm or corporation under the terms of said Final Judgment, all of which shall be and remain in force and effect as to all of the land covered thereby and as to all persons, firms or corporations bound thereby, reference being here made to said Final Judgment for all relevant purposes. The Association acknowledges and agrees that neither the execution and filing of this Declaration or the filing of the map or plat of Briar Court Subdivision constitutes a violation of any of the terms of said Final Judgment.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 9th day of JUNE, 1977.



HARBOUR DEVELOPMENT CO.

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By: John Jallon
President

BENJAMIN FRANKLIN SAVINGS ASSOCIATION

By: Richard M. Witt
Executive Vice President
SOUTHWEST, INC.

By: Mary Lou Humphreys
President
BRIARGROVE PARK PROPERTY OWNERS, INC.

By: Sumner C. Lupton
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Jallon, President of HARBOUR DEVELOPMENT CO., 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 on this the 9th day of June, 1977.



Sumner C. Lupton
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD M. SCOTT, Exec. Vice President of BENJAMIN FRANKLIN SAVINGS ASSOCIATION, 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 on this the 9th day of June, 1977.

Shirley Hubbard
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LINDA E. PIPKON, PRESIDENT of BRIARGROVE PARK PROPERTY OWNERS, 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 on this the 9th day of June, 1977.

DONNA L. STOCKTON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1978

Donna L. Stockton
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James Earl Starnes, Jr., President of SOUTHWEST, 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 on this the 9th day of June, 1977.

James Earl Starnes, Jr.
Notary Public in and for
Harris County, T E X A S



John Ullman
2702 Meadowbrook
Houston 77056

8323423

Amend

01-5-77 867141 of 323423 - A PD 17.00

177-04-2499

AMENDMENT AND ADDITION TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS BRIAR COURT SUBDIVISION

lee

THE STATE OF TEXAS §

COUNTY OF HARRIS §

WHEREAS, on the 14th day of June, 1977, under Harris County Clerk's File No. F-177132 of the Official Public Records of Real Property of Harris County, Texas, there was filed for record a Declaration of Covenants, Conditions and Restrictions for Briar Court Subdivision, a subdivision of Harris County, Texas (such instrument being herein called the "Declaration"); and

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WHEREAS, Harbour Development Co. has caused a corrected plat of Briar Court Subdivision to be recorded in Volume 257, page 111 of the Map Records of Harris County, Texas, and all references herein to said Briar Court Subdivision shall be to same as shown on said recorded corrected plat;

WHEREAS, Harbour Development Co. is presently the owner of all Lots in said Briar Court Subdivision and desires to hereby amend the said Declaration in the manner herein provided, and the other parties signatory hereto, being Benjamin Franklin Savings Association, Southwest, Inc. and Briargrove Park Property Owners, Inc. are joining herein for the purpose of evidencing their respective consent to such amendments to the Declaration, all in accordance with the provisions and conditions of said Declaration;

NOW, THEREFORE, the undersigned Harbour Development Co., being the owner of all of said Lots in said Briar Court Subdivision, does hereby agree that said Declaration of Covenants, Conditions and Restrictions for Briar Court Subdivision is amended as follows:

1. The last sentence of Section 4 of Article IV of the Declaration shall be deleted in its entirety and the following sentence shall be substituted in lieu thereof for all purposes:

"Roofs of residences and garages shall have a maximum pitch of 9 to 12 inches."

2. The following provisions of Article XII shall be added to the Declaration:

"ARTICLE XII

PROVISIONS FOR UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM

Section 1 An underground electric distribution system will be installed in Briar Court Subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Briar Court Subdivision. The owner of each Lot containing a single dwelling unit, shall, at his or its 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 electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installment, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each Lot containing a single dwelling unit, shall at his or its 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 such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 2 The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for single family residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units, expressly to exclude mobile homes) which are built for sale or rent. Should the plans of the developer or the Lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by company to be necessary.

Section 3 The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s), if any, shown on the plat of Briar Court Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in any such Reserve(s)."

Harbour Development Co. does hereby declare and agree that all of the property shown on and included within the recorded corrected plat of Briar Court Subdivision shall be hereafter held, sold, conveyed, occupied and enjoyed subject to all of the terms and provisions of the Declaration, as hereby amended, all of which shall run with and be binding upon the property shown on said re-

corded corrected plat, all of which shall be binding upon all parties having any right, title or interest in the property shown on said recorded corrected plat, or any part thereof, and their respective heirs, successors and assigns, and all of which shall inure to the benefit of and be enforceable by all parties having any right, title and interest in the property shown on said recorded corrected plat, or any part thereof, and their respective heirs, successors and assigns, as well as by Briargrove Park Property Owners, Inc. and any and all other persons, firms or corporations who are entitled to so enforce the same by virtue of the restrictions imposed on such property by the terms of the Final Judgment (herein called the "Final Judgment"), entered in Cause No. 764636, styled Briargrove Park Property Owners, Inc. vs. Southern Investors Construction Company, Inc. et al, said Final Judgment being recorded in Volume 8061, pages 547 through 591 of the Deed Records of Harris County, Texas. In all other respects the terms and provisions of the Declaration shall be and remain in full force and effect as therein set forth. In this latter regard, it is further stipulated that nothing in Article XII above is intended to or shall in any way amend, modify or supersede any of the other provisions of the Declaration, that Article XII shall only add to and supplement the other provisions of the Declaration and that in the event of any conflict between any of the other terms of the Declaration and the terms of Article XII, then the other terms of the Declaration shall control and prevail over any of the terms of said Article XII.

Southwest Inc. and Benjamin Franklin Savings Association, as holders of mortgage liens covering land within Briar Court Sub-division, do hereby consent to and approve the aforesaid amendment

to the Declaration and agree that they shall each be and remain fully bound by the terms of Section 1 of Article XI of the Declaration. However, by their joinder herein, neither Southwest Inc. nor Benjamin Franklin Savings Association (i) consent to or agree to any other or further amendment to the Declaration or (ii) assume, either expressly or by implication, any responsibility to pay any of the sums required to be paid to the electric company furnishing service to Briar Court Subdivision or to perform any other obligations or promises set forth in said Article XII, unless and until they or either of them shall become the Owner of any one or more Lots within said Briar Court Subdivision.

Briargrove Park Property Owners, Inc. joins herein to express its consent to and approval of the foregoing amendment to the Declaration. However, by its joinder herein Briargrove Park Property Owners, Inc. does not (i) assume, either expressly or by implication, any responsibility to pay any of the sums required to be paid to the electric company furnishing service to Briar Court Subdivision or to perform any other obligations or promises set forth in said Article XII, (ii) consent or agree to any other or further amendment to the Declaration, or (iii) waive, release, modify or otherwise affect any of its rights, duties and obligations under the terms and provisions of said Final Judgment and likewise does not waive, release, modify or otherwise affect any of the rights, duties and obligations of any other person, firm or corporation under the terms of said Final Judgment, all of which shall be and remain in force and effect as to all of the land covered

thereby and as to all persons, firms or corporations bound thereby,
reference being here made to said Final Judgment for all relevant
purposes.

IN WITNESS WHEREOF, the undersigned have hereunto set their
hands this the 4th day of October, A.D., 1977.

HARBOUR DEVELOPMENT CO.

By: John Walton
President

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BENJAMIN FRANKLIN SAVINGS ASSOCIATION

By: Richard M. Burt
Executive Vice President

SOUTHWEST, INC.

By: Mary Lou Hamilton
President

BRIARGROVE PARK PROPERTY OWNERS, INC.

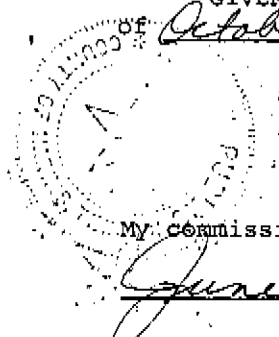
By: Linda B. Lippman
President

177-04-2505

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Calton President of HARBOUR DEVELOPMENT CO., 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 on this the 5th day of October, 1977.



Jannine M. White
Notary Public in and for
Harris County, Texas

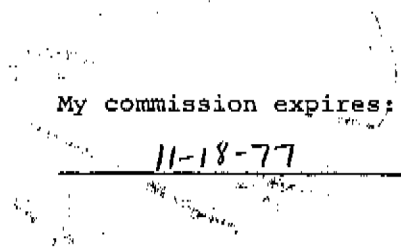
My commission expires:

June 1978

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD M. SCOTT, EXECUTIVE Vice President of BENJAMIN FRANKLIN SAVINGS ASSOCIATION, 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 on this the 5th day of October, 1977.



Sharon Hubbard
Notary Public in and for
Harris County, Texas

My commission expires:

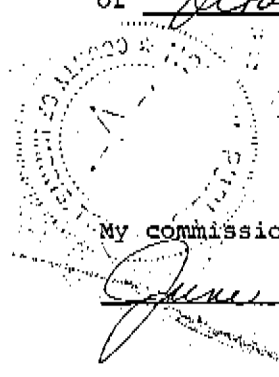
11-18-77

177-04-2506

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Mary Lou Gonzalez, President of SOUTHWEST, 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 on this the 5th day of October, 1977.



James P. Walsh
Notary Public in and for
Harris County, Texas

My commission expires:
June 1978

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles P. Pickett, President of BRIAR-GROVE PARK PROPERTY OWNERS, 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 on this the 4th day of October, 1977.

WANDA COBB
Notary Public in and for Harris County, Texas
My Commission Expires August 14, 1979
Bonded by Alexander Levas, Lawyers Surety Corp.

Wanda Cobb
Notary public in and for
Harris County, Texas
Ref. John Vellone & Co.
2702 McCulloch Cr.
Houston 77056



My commission expires:

177-04-2507

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

OCT - 5 1977



R. C. Herrington, Jr.
COUNTY CLERK,
HARRIS COUNTY, TEXAS

R. C. Herrington, Jr.
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
OCT 5 11 24 AM 1977