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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIAR GROVE, SECTION ONE A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS**

THE STATE OF TEXAS )  
COUNTY OF MONTGOMERY )

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made on the date hereinafter set forth by GREENTREE-MONTGOMERY PROPERTIES, LTD., a Texas Limited Partnership called "Declarant", said Limited Partnership having its principal offices in Dallas, Dallas County, Texas.

WHEREAS, Declarant is the owner of the following described land and premises in Montgomery County, Texas, to-wit:

All that certain tract or parcel of land known as BRIAR GROVE, SECTION ONE, a subdivision of 46.013 acres of land in the W. S. Allen Survey, Abstract A-2, Montgomery County, Texas (the "Subdivision"), the Subdivision being comprised of 118 Lots in 7 Blocks and 3 Restricted Reserves; a map or plat of the Subdivision being recorded in Cabinet "Z", Sheets 103 - 106, File #2005123165, of the Map Records of Montgomery County, Texas, reference to which is hereby made for all purposes and a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in the Subdivision and, to this end, to subject the Subdivision to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the BRIAR GROVE, SECTION ONE and such other properties as have heretofore or may hereafter be brought within the general scheme of development of BRIAR GROVE and the owners thereof;

NOW THEREFORE, Declarant hereby declares that the land shown to be subdivided, according to the hereinabove mentioned plat and any additions thereto, is held, and shall hereafter be conveyed, subject to the covenants, reservations, conditions, stipulations, easements and restrictions as hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

A. "Declarant" shall mean and refer to GREENTREE-MONTGOMERY PROPERTIES, LTD., and its successors and assigns. No person or entity purchasing one or more lots in the ordinary course of business shall be considered as "Declarant".

B. "Properties" shall mean and refer to BRIAR GROVE, SECTION ONE, subject to the reservations and exceptions set forth herein and/or in the Subdivision Plat for BRIAR GROVE, SECTION

ONE, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein or in a separate document.

C. **"Street"** shall mean and include any street, drive, boulevard, road, alley, lane, avenue, or any place shown on the Subdivision Plat as a thoroughfare.

D. **"Lot" and/or "Lots"** shall mean and refer to any of the numbered lots shown upon the Subdivision Plat of BRIAR GROVE, SECTION ONE, all of which are restricted hereby to use for residential purposes, but shall not include any Reserves designated or depicted on the Subdivision Plat.

E. **"Owner"** shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties. In the case of an executory contract of sale or contract for deed covering any lot, the "Owner" shall be the purchaser named in the contract. "Owner" shall not mean or refer to any person or entity holding only a lien, easement, mineral interest or royalty interest in a Lot.

F. **"Subdivision Plat"** shall mean and refer to the map or plat of BRIAR GROVE, SECTION ONE, recorded in Cabinet "Z", Sheets 103 - 106, File #2005123165, of the Map Records of Montgomery County, Texas.

G. **"Association"** shall mean and refer to the BRIAR GROVE PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets, as provided for in ARTICLE XII hereof. After its formation, but subject to the provisions of this Declaration, shall have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting the assessments and charges hereinafter prescribed, and have the right of administering and enforcing these Covenants and Restrictions.

H. **"Architectural Control Committee" (the "Committee")** shall mean and refer to the Briar Grove Architectural Control Committee, as provided for in ARTICLE VI hereof.

I. **"Member"** shall mean and refer to each owner of a Lot. "Member" shall also include the owner of any portion of the Properties if such owner is expressly declared to be a member of the Association by the provisions of this Declaration or by a separate document.

J. **"Community Properties"** shall mean and refer to any properties, real or personal hereafter conveyed to or otherwise acquired by the Association. References hereinafter made to "Community Properties" shall mean such properties whenever acquired by the Association, including, but not limited to, fencing, irrigation, subdivision signage and landscaping. Declarant reserves the right to effect redesigns or reconfigurations of the Community Properties.

K. **"FHA"** shall mean and refer to the Federal Housing Administration.

L. **"VA"** shall mean and refer to the Veterans Administration.

M. **"Corner Lot"** shall mean and refer to a Lot which abuts on more than one Street. Any Lot, except a "Corner Lot", is deemed to front the Street upon which it abuts. A "Corner Lot" shall be deemed to front on the side of the Lot having the deepest building setback line, as depicted on the Subdivision Plat.

N. **"Reserve" or "Reserves"** shall mean and refer to the area or areas designated on the Subdivision Plat as reserves for greenbelt, park and detention. Declarant shall deed the reserve areas to the Association as Community Properties at such time as Declarant deems appropriate.

O. **"Builder"** shall mean and refer to the Owner of a Lot who owns the Lot for the sole purpose of building a residence for sale to third parties and is designated in writing as a Builder by

Declarant. If a Builder rents or leases a Lot to a third party, he shall cease to occupy the status of a Builder with respect to such Lot.

## ARTICLE II

### RESTRICTIONS

Declarant declares, covenants and agrees that, for the purpose of creating and carrying out a uniform plan for development, improvement and sale of property in BRIAR GROVE, SECTION ONE, as a restricted subdivision, and for the purpose of preserving the value, amenities, desirability and attractiveness of the Subdivision, the Lots are held and shall be hereafter conveyed subject to the covenants, conditions, stipulations, easements and restrictions herein set forth; and same shall be considered a part of each contract, deed or conveyance affecting said Lots, or any portion of same, as though fully incorporated therein; and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Declarant and its successors and assigns and all subsequent purchasers of said Lots or any portion of same.

## ARTICLE III

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

A. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Subdivision, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property depicted thereon or any part thereof, whether specifically referred to therein or not.

B. All sales and conveyances of Lots by contract, deed or other conveyance shall be subject to the dedications made on the Subdivision Plat, including, but not limited to dedication of streets, easements and rights-of-way and to any easements over, under, along or across portions of each Lot. Said dedications are for the purpose of installing, using, repairing and maintaining public utilities, water & sewer lines, electric lighting and telephone lines, pipe lines, drainage ditches or structures, such work to be performed by any public or quasi-public utility service. Said service providers are hereby granted the right of access over and across each Lot to perform repairs and maintenance. Such easements are for the general benefit of the Subdivision and the owners of the Lots.

C. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be for the general benefit of the Properties and the property owners thereof and must be reserved and created in favor of any and all utility companies into and upon said Lots for the purposes hereinabove set forth.

D. Neither Declarant nor any utility company using the easements referred to herein shall be liable for any damages done by them, or their assigns, agents, employees or servants to fences, shrubbery, trees, flowers, structures or buildings or other property situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by Declarant, the utility company or their assigns, agents, employees or servants.

E. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or other parcel of land within the Properties by contract, deed or other conveyance shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant, any utility company or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or other portion of the Properties, or the right to

maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

F. Declarant shall have the right (but shall never be obligated) to subdivide or re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in BRIAR GROVE, SECTION ONE.

G. BRIAR GROVE, SECTION ONE is part of a larger tract or block of land owned by Declarant. While Declarant may subdivide other portions of its property, or may subject the same to a declaration, Declarant shall have no obligation to do so, and if Declarant elects to do so, any subdivision plat or declaration executed by Declarant with respect to any of its property may be the same or similar or dissimilar to the Subdivision Plat covering BRIAR GROVE, SECTION ONE, or any part thereof or to this Declaration.

#### ARTICLE IV

##### USE OF LAND

A. **Residential Use.** All Lots shall be used for single family residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and no business, professional, commercial or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial or manufacturing use be subordinate to use of the premises as a residence. No structure other than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments for rental purposes or apartment houses.

B. **Signs.** No signs, billboards, posters or advertising devices of any kind shall be erected, permitted or maintained on any Lot or other tract within the Subdivision without the express prior written consent of the Architectural Control Committee except (a) one sign of not more than five (5) square feet advertising the particular Lot or tract on which the sign is situated for sale or rent, and (b) one sign of not more than five (5) square feet to identify the particular Lot or tract as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain or to allow Builders within the Subdivision to construct and maintain, or to assign such rights to such entities and successors or assigns of such entities as it deems fit to construct and maintain such signs, billboards and advertising devices as is customary in connection with the general sale of property in the Subdivision.

C. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are kept in an enclosed area, and not kept, bred or maintained for commercial purposes.

D. **Offensive Activities.** No noxious or offensive trade or activity shall be carried on upon any Lot or other tract within the Subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. **Nuisance or Illegal Activities.** No spirituous, vinous, malt or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

F. **Automotive Repair.** No Owner of any Lot in BRIAR GROVE, SECTION ONE, nor any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such Lots other than work of a temporary nature on the Owner's, visitor's or guest's vehicle.

G. **Construction Work Permitted.** 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 after 7:00 A.M. and before 9:00 P.M.

H. **Outside Appearance.** Mailboxes, house numbers and similar matter used in BRIAR GROVE, SECTION ONE, must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not so harmonious is final.

I. **Waste.** 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. 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; and prior to such removal, all such prohibited matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or the Street. 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.

J. **Open Storage.** No Lot shall be used for the open storage of any materials whatsoever which storage is visible from the Street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced, and then such materials shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected with the exception that during construction of the original improvements some building materials may be placed or stored between the pavement and the property line. Such materials may be maintained thereon 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.

K. **Driveway Access.** Unless otherwise approved in writing by and in the sole and absolute discretion of the Architectural Control Committee, a Lot which fronts upon a Collector Street shall have direct driveway access from such Collector Street. As used herein, the term "Collector Street" shall mean and refer to any street which is not a Cul-de-sac. Unless otherwise approved in writing by and in the sole and absolute discretion of the Architectural Control Committee, a garage on a Lot which fronts on a Cul-de-sac shall have direct driveway access from the abutting Cul-de-sac Street. The Owner of each Lot shall construct and maintain at his expense the driveway from his garage to the abutting Cul-de-sac or Collector Street, whichever is permitted, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. No Owner of a Lot shall have the right, by virtue of such ownership, to make any improvement to any Street.

L. **Landscaping.** The Owner of each Lot upon which is located a residence, as a minimum, shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street.

## ARTICLE V

### **ARCHITECTURAL RESTRICTIONS**

A. **Dwelling & Garage.** Only one single family residence, which shall be a dwelling of one story, one and one-half story, or two story construction, shall be built or permitted on each Lot. All Lots shall have an enclosed garage, either attached or detached, for not less than one car nor more than three cars. Carports on Lots are prohibited.

B. **Temporary Structures.** No mobile homes, manufactured homes or prefabricated homes built off the premises shall be permitted on any Lot. No structure of a temporary nature, whether trailer, basement, tent, shack, garage, barn, or any other accessory structure or outbuilding erected in the Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence or other building of any kind or character be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

C. **Prohibited Items.** No water well, septic tank, disposal plant, outside toilet or cesspool shall be built on any Lot or maintained thereon. Provided, however, that Declarant, its successors and assigns, reserves the exclusive right to erect, place and maintain such facilities upon any portions of the Subdivision, or to grant Builders the right of erection, placement and maintenance of such facilities upon any portion of the Subdivision as Declarant, its successors and assigns, in its sole discretion, may deem necessary or convenient while selling Lots, selling or constructing residences and/or constructing other improvements in the Subdivision. Such facilities may include, but shall not necessarily be limited to, sales and construction offices, storage areas, model units and portable toilet facilities.

D. **Building Location on Lot.** Unless otherwise approved in writing by the Architectural Control Committee or unless otherwise stipulated herein, all improvements shall be constructed on the Lot so as to face the Street upon which such Lot fronts.

E. **Presentable Frontage to all Streets.** Dwellings on Corner Lots shall have a presentable frontage on all Streets on which that particular Corner Lot fronts.

F. **Dwelling Size.** The ground floor area of any one-story, single family dwelling, exclusive of open porches and garages, shall contain not less than 958 square feet. The ground floor area of any one and one-half story or two story, single family dwelling, exclusive of open porches and garages, shall contain not less than 500 square feet, and the total living area of any one and one-half or two story, single family dwelling, exclusive of porches and garages, shall contain not less than 1100 square feet.

G. **Building Lines.** The building lines of any residence to be erected in BRIAR GROVE, SECTION ONE are as follows, provided that, for the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a Street. Unless otherwise approved by the Architectural Control Committee, each main residence building will face the front of the Lot, and each attached or detached garage will either face upon the front lot line or face upon a line drawn perpendicular to the front lot line, and shall not be located nearer to the front lot line than the minimum building setback lines shown on the Subdivision Plat or provided for herein. Driveway access will be provided from the front lot line only, except that said access may be provided to Corner Lots from a side street. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the Subdivision Plat. No building shall be located on any Lot nearer minimum setback lines or easement on any lot line. No building shall be located nearer than five (5) feet to an interior lot line. No accessory building shall be erected on any Lot nearer than any applicable building setback line or easement on any property line of said Lot.

H. **Sight Line Obstruction.** No fence, wall, structure, hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street property lines extended.

I. **Antennae & Aerials.** No radio or television wires or antennae shall be maintained on any portion of any Lot between any street adjoining same and the front of the house situated on such Lot; nor shall any antennae of any style, including free-standing antennae, be permitted which extend more than fifteen (15) feet above the height of the roof of the residence on said Lot.

J. **Building Construction.** Unless otherwise approved by the Architectural Control Committee, at least fifty percent (50%) of the front of all single family dwellings built in BRIAR GROVE, SECTION ONE, excluding gables, windows and door openings, must be of masonry or brick veneer. No

garage or permitted accessory building shall exceed in height the dwelling to which they are appurtenant without the written consent of the Architectural Control Committee. Every garage and permitted accessory building, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant.

K. **Building Exterior.** No building of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless the exterior consists of Hardiplank or an equivalent product or unless approved in writing by the Architectural Control Board.

L. **Grass & Weeds.** Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons on any Lot or adjacent Lot shall be promptly removed or repaired and if not removed by Owner upon request, 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 done in such removal.

M. **Refuse & Garbage.** No Lot or other tract shall be used as dumping grounds for rubbish, trash, rubble or extra soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed.

N. **Fences & Screening Devices.** The Association may but is not obligated to cause to be planted or installed, and thereafter maintained, shrubbery or other screening devices around boxes, transformers and other above-ground utility equipment which, in the discretion of the Board of Directors of the Association, shall be screened from view to preserve the beauty of the Subdivision. There is hereby reserved in favor of the Association the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Provided further, if a Lot is visible to full public view the Owner shall construct and maintain a fenced area or other suitable enclosure to screen from public view the drying of clothes, yard equipment and wood piles or storage piles which are incident to the normal residential requirements of a typical family.

O. **Street Lights.** Declarant has arranged for an electric utility company (the "Utility Company") to install street lighting in the Subdivision and an electric or other utility distribution system providing residential service in the Subdivision and for such purposes has granted the Utility Company certain easements in the Subdivision, and may from time to time grant additional easements over those portions of the Subdivision it then owns. All facilities installed by the Utility Company shall in all events remain the sole property of the Utility Company. In connection with such utility services, the following restrictions and covenants are imposed and shall be binding and enforceable as to each and all Lots in the Subdivision as required by the Utility Company.

1. The Utility Company shall have an easement along, over and across each Lot for the purpose of installing, constructing, maintaining, repairing, inspecting, replacing, removing and operating its electric service facilities for residential service to such Lot, the location of which shall be where such facilities are originally placed by the Utility Company in its discretion.
2. The Utility Company shall be granted reasonable access for the purpose of enjoying such easements rights, and all facilities installed by the Utility Company shall remain its sole property. The Utility Company shall have the right, but no obligation to keep such easements clear of trees, bush and other growths, or any hazards to its facilities, including the right to trim, cut or remove same without liability therefore.
3. The facilities of the Utility Company shall not be disturbed or damaged and the area over or under the Utility Company's facilities shall be kept free of excavations, structures, trees and other obstructions.

P. **Crossing Easements Areas.** Easements for the electrical service or other utilities may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric or other utility service and complies with such conditions and requirements as may be imposed by the utility companies. Such easements for utility services shall be kept clear of all other improvements, including buildings, patio or other pavings, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner and located on the land covered by said easements.

Q. **Drilling.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or other tract within the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or other such tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or other tract in the Subdivision.

R. **Sidewalk Curbs.** Pursuant to applicable Federal 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 by Builder at the time of construction of all sidewalks. Curb ramps at crosswalks shall not be required for curbs without an accompanying sidewalk; however, the subsequent addition of a sidewalk will require the addition of the curb ramps as well. All curb ramps shall be constructed in accordance with specifications provided by the Engineering Departments of Montgomery County, Texas and/or the City of Conroe, as applicable.

S. **Default in Observing Requirements.** In the event of default on the part of the Owner or occupant of any Lot in observing the requirements herein set forth, or any of them, and the continuance of such default after ten (10) days written notice thereof, Declarant or its assigns or the Association shall, without liability to the Owner or occupant in trespass, or otherwise, have the right to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

T. **Roof Construction.** The roof on each dwelling, garage and other permitted buildings on any Lot shall be either (i) composition type shingles of such color and weight per square as shall be approved by the Architectural Control Committee, or (ii) metal roofing of such type and color as approved by the Architectural Control Committee. Wood shingles shall not be permitted.

U. **Fence Location.** No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a Street on any Lot is expressly prohibited.

## ARTICLE VI

### **ARCHITECTURAL CONTROL COMMITTEE**

A. The Declarant or the Declarant's designate(s) shall serve as the initial Architectural Control Committee for BRIAR GROVE, SECTION ONE. The initial member(s) of the Architectural Control Committee need not be Owners of Lots or Members of the Association. The initial Architectural Control Committee shall serve for a period of ten (10) years from the date of this Declaration or for such shorter period as the Declarant shall determine. The initial Architectural Control Committee shall act independently of the Association. During the initial ten (10) year term, Declarant may add, remove and/or replace Committee members in Declarant's discretion. At the end of the such ten (10) year period or any



sooner time if Declarant so chooses, architectural control for BRIAR GROVE, SECTION ONE shall become vested in the Association and the members of the Architectural Control Committee shall be elected or appointed by the Association in accordance with its Bylaws. From and after such time the Committee shall consist of three (3) members.

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 such services as they render to the Committee.

The Committee shall not be liable for damages to anyone submitting plans to it for approval or to any Owner or occupant of the Property by reason of error or mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. No approval by the Committee shall constitute or be deemed to constitute any representation or warranty of the adequacy or fitness of any improvements approved by the Committee nor shall the Committee have any liability regarding such adequacy or fitness.

B. No building or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting or signs shall be commenced, constructed, erected, placed or maintained in BRIAR GROVE, SECTION ONE, nor shall any exterior addition or alteration therein be made, unless and until (1) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (2) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades and finished ground elevation, surrounding structures, walks, paths and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect in its discretion. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) days after they have been submitted to it, approval thereof will not be required and the provisions of this Paragraph "B" will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify an outline of minimum acceptable construction standards, including but not limited to acceptable exterior materials and/or finishes which may be used in the construction, alteration or repair of any improvement; provided however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; the location, height and extent of fences, walls or other screening devices; and the orientation of structures with respect to streets, walks, paths and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of BRIAR GROVE, SECTION ONE.

C. If, in the opinion of the Architectural Control Committee the exterior of any dwelling is in need of repair or maintenance, the Association shall notify the Owner thereof in writing of the need of such repairs or maintenance, and if such repairs or maintenance are not accomplished within sixty (60) days of said date then the Association may proceed to have such repairs or maintenance work done for the

account of and payment by the Owner, and the Owner shall pay upon demand the Association's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

## ARTICLE VII

### MISCELLANEOUS RESTRICTIONS

A. No boat, motor home, trailer, boat rigging, truck, bus or other vehicle of any kind shall be stored, parked or kept on any Lot or in the Street in front of, or side of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused boat, motor home, trailer, boat rigging, truck, bus or vehicle in the garage permitted on any Lot covered hereby; provided further, however, that during the construction of improvements on any Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefore.

B. No Lot shall be used for storage of commercial products, liquids, solid or otherwise, except those construction items which may from time to time be placed thereon by the Builder for construction purposes during the construction of the house or other permitted improvements thereon.

C. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on any Lot in the Subdivision. Provided, however, that such air conditioners may be used in sales and construction offices as such offices are provided for herein.

## ARTICLE VIII

### BRIAR GROVE PROPERTY OWNERS ASSOCIATION

A. ORGANIZATION. The Association shall commence upon the filing with the Secretary of State of Texas of the Articles of Incorporation by Declarant.

The Association shall maintain the Community Property(s) after it has been deeded to the Association by Declarant. The Association shall upon assignment by Declarant (which such assignment the Association is obligated to accept), assume all of Declarant's duties and obligations.

B. BOARD OF DIRECTORS. The Association shall act through a Board of not less than three (3) Directors, which shall manage the affairs of the Association as specified in the Bylaws of the Association.

C. MEMBERSHIP. Every person or entity, who is a record Owner of any Lot or of any of the Properties which are subject, or which may hereafter be subject to this Declaration or a similar declaration, shall be a member of the Briar Grove Property Owners Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only any interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the Lot or other Property. Membership shall automatically pass with the title to the Lot or other Property. Ownership of such land shall be the sole qualification for membership. The owners of Reserves shall not be Members.

The Association has two classes of voting membership:

CLASS A. Class A Members shall be all Owners with the exception of the Declarant and the Builder(s) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**CLASS B.** Class B Members shall be Declarant or its successors or any person or entity that acquires certain Lots within the Properties for purposes of development and to whom the rights and obligations of Declarant hereunder are specifically assigned in writing by Declarant or its successors.

The Class B Member shall be entitled to twenty (20) votes for each Lot it owns and for each Lot owned by the Builder(s). The Class B membership shall cease and be converted to Class A membership when Declarant or its successors no longer owns a Lot in the Properties which make up this property owners association.

Any voting may be by mail or in any open meeting, as provided in the Bylaws of Briar Grove Property Owners Association.

Briar Grove Property Owners Association is a non-stock, non-profit corporation, with the principal purposes of the collection, expenditure and management of the maintenance charge funds, enforcement of the Restrictions, providing for the maintenance, preservation and architectural control of the Lots, houses and Community Properties, if any, within the Properties, the repair, maintenance and upkeep of the drainage and detention facilities within the Properties, the general overall supervision of all of the affairs and well being of the Properties and the promotion of the health, safety and welfare of the residents within the Subdivision and Properties, but not the construction of any of its Streets, utilities or residences.

Each Member shall have the right to inspect the books and records of the Association during normal working hours, excluding holidays and week-ends, upon first giving reasonable notice to the officers of the Association.

D. **MAINTENANCE ASSESSMENTS.** Each Lot within the Subdivision and each Owner of any Lot by acceptance of a deed, contract or other conveyance thereto, whether or not it shall be so expressed in such deed contract or other conveyance, is deemed to covenant and agree to pay the Association the following: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a vendor's lien which is hereby reserved in favor of the Association and its successors and assigns, upon each Lot against which each such assessment is made to the same extent as if retained as a vendor's lien by Declarant in each deed to any such Lot and expressly assigned to the Association without recourse to any extent upon Declarant; provided, however, that such lien shall be subordinate, inferior and secondary to any and all liens, mortgages and encumbrances, whether now or hereafter existing, that (i) are created to secure the payment of the purchase price of each Lot, and (ii) are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of any Lot situated within the Subdivision. Each such assessment, together with any accrued interest and all collection costs and reasonable attorney's fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such Lot at the time when each assessment becomes due and payable. The sale or transfer of any Lot shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any Lot, pursuant either to mortgage foreclosure or to any proceedings in lieu thereof, shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure, sale or transfer in lieu thereof. No foreclosure or sale or transfer in lieu thereof covering any Lot shall relieve the purchaser or transferee thereof from liability for any assessments thereafter becoming due and payable nor release any such Lot from the lien securing payment of such subsequent assessments. Nothing herein shall be construed as to require mortgages to collect or monitor the collection of maintenance assessments from mortgagors. The failure to pay maintenance assessments shall not constitute a default under a mortgage insured by the VA or FHA.

E. PURPOSE OF MAINTENANCE ASSESSMENTS. The assessments levied and payable to the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for improvement, beautification, maintenance, taxes, insurance, lighting, management and operation of any Properties located within the jurisdiction of the Association. The Association shall apply the total fund accumulated, so far as the same may be sufficient, towards the payment of maintenance expenses incurred for any or all of the following purposes, to include by way of illustration but not limitation, providing patrol or watchman service; improving and maintaining, parks, parkways and esplanades; maintaining drainage and detention easements and facilities; payment of legal and all other expenses incurred in connection, enforcement and administration of the "Maintenance Fund", and the enforcement of all covenants and restrictions for the Properties; maintenance and/or improvement of the Community Properties; operating or maintaining a swimming pool or other recreation area, if any; and doing any other manner of things necessary or desirable in the opinion of the Association to keep the Properties neat and in good order, or which it considers to be of general benefit to the Owners or occupants of the Properties. The judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The foregoing enumeration of the purposes of the assessments shall not be deemed to require the Association to use the funds derived from such assessments for any one or more of such purposes or to require that any particular amount of funds be expended for any particular purpose.

F. AMOUNT AND PAYMENT OF ANNUAL ASSESSMENTS. Each lot within the Subdivision, except as hereinbelow provided, will be assessed and shall pay to the Association the annual maintenance charge for the purpose of creating a fund to be known as the "Briar Grove Maintenance Fund" to be paid annually in advance. The initial annual maintenance assessment shall be **\$300.00**. Lots that are owned by Declarant or a Builder shall not be subject to the annual maintenance assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after the Lot is conveyed by the Declarant or a Builder. The Board of Directors of the Association may increase or decrease the amount of the annual assessment each year. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring an action at law to collect such assessment against the Owner personally obligated to pay the same and to foreclose the vendor's lien reserved herein against the Lot against which such assessment is levied or may enforce collection by any other means authorized by law. The Association shall be entitled to recover the assessments, together with interest accrued at the rate hereinabove set forth, together with collection costs and reasonable attorney's fees incurred by it in enforcing payment of such assessments. No Owner may waive or otherwise avoid liability for the assessments provided for herein by nonuse of the Community Properties or by abandonment or conveyance of his Lot. The annual maintenance charge may be adjusted from year to year by the Association, its successors and assigns, as the need of the Properties may require, and in the judgment of the Association, its successors and assigns.

Each owner other than Builder(s) shall pay to the Association at the closing of the purchase of its Lot one (1) years estimated association dues.

G. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments 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, repairs or replacement of a capital improvement upon the Community or Common Properties, including fixture and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

H. UNIFORM RATE. Both annual and special assessments must be fixed at a uniform rate for all Lots.

**ARTICLE IX****PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES**

A. Subject to the provisions herein stated, every Member shall have a common 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.

B. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the right and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for herein, and shall also be subject to the following rights of the Association:

1. 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 of the Members at a meeting duly called for this purpose. In the event of a default under or foreclosure sale 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 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 reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser and interest thereon at the rate of ten percent (10%) per annum, 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.
2. The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
3. 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 sixty (60) days.
4. The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights and voting rights of any member for any period not to exceed ninety (90) days for any infraction of such rules and regulations.
5. Upon approval by two-thirds (2/3rds) of the votes of all Members, the Association shall have the right to transfer or convey all or 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 the votes of the members.
6. 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 such garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described herein.

C. Each Member shall have the right to extend the rights and easements of enjoyment vested in him hereunder to the members of his family, to his tenants who reside in the Subdivision or Properties, to his guests, and to such other persons as may be permitted by the Association.

## ARTICLE X

**RIGHT TO ENFORCE**

The restrictions herein set forth shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors and assigns, and all parties claiming through or under it or them, by the Association (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), and by any and all Owners, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided however, that neither Declarant nor any other person shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the Property, or any part thereof, but such liens may be enforced against any and all property covered thereby subject, nevertheless, to the restrictions, covenants and conditions mentioned herein.

In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceeding at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted, and against the property to enforce any lien created by this Declaration. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The Owner of any Lot or Lots affected shall have the right to either prevent a breach of any restriction, covenant or condition, or to enforce the performance of same. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

## ARTICLE XI

**GENERAL PROVISIONS**

A. **Term.** These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forth (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each.

B. **Severability.** Invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

C. **Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. **Titles.** The titles of this Declaration, of articles and of the paragraphs contained herein, are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

E. **Amendment.** Subject to the provisions of Article XIV, this Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved in writing by Declarant (so long as Declarant owns any lots in the subdivision) and by two-thirds (2/3rds) of the votes of the Members. Such voting may be at a meeting of Members or by mail.

Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

F. Declarant's Right to Amend. Additionally, Declarant reserves the right at all times, without the joinder or any Owner, Member and other person owning an interest in any of the property within the Subdivision, to amend this Declaration for the purpose of correcting any inadvertent errors in form, grammar or other ministerial or scrivener's errors. Declarant also reserves the right, without the joinder of any Owner or any Member or other person owning an interest in any of the property within the Subdivision, to amend this Declaration, in form or substance, for the purpose of complying with or satisfying FHA or VA requirements or regulations for FHA or VA insured loan in the Subdivision.

G. Successor in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Greentree-Montgomery Properties, Ltd., the Architectural Control Committee and the Association, and their respective successors and assigns.

## ARTICLE XII

### ANNEXATION OF ADDITIONAL PROPERTY

BRIAR GROVE, SECTION ONE is part of a tract originally containing 101.46 acres, more or less, described in instrument recorded in the Real Property Records of Montgomery County, Texas under Clerk's File No. 2001-110595. The remainder of said 101.46 acre tract, or portions thereof, as well as other lands adjacent thereto may hereafter be brought within the jurisdiction of the Association by Declarant at Declarant's option and discretion; provided however, no such annexation of such remainder shall be inferred or implied from any provision herein. The Owners of Lots in each existing or future section of BRIAR GROVE so brought within the Association's jurisdiction as well as all other owners of lands made subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association as a result thereof, and the facilities thereon, and shall be entitled to the use and benefit of the Briar Grove Maintenance Fund, provided that each future section of BRIAR GROVE must be impressed with and subject to the annual maintenance charge and assessment imposed hereby on a uniform, per lot basis equivalent to the maintenance charge imposed hereby, and further, such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be subjected to the jurisdiction of the Association by Declarant without approval by the membership of the Association.

Upon a merger or consolidation of the Association with another Association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated Association, or alternatively, the properties, rights and obligations of another Association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the properties of the other Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants and Restrictions established by this Declaration.

## ARTICLE XIII

### MINERAL EXCEPTIONS

Declarant hereby excepts from the Subdivision, including the Lots, Reserves and Community Properties, and reserves unto itself all oil, gas and other minerals in, on or under the Subdivision, but Declarant hereby waives and relinquishes its right to use the surface of such land for exploration for, or development of oil, gas and other minerals.

ARTICLE XIV

**FHA/VA APPROVAL FOR AMENDMENTS**

Notwithstanding any provision to the contrary contained in this Declaration, during such periods as there exists a Class B membership in the Association, amendment of this Declaration (except an amendment pursuant to Paragraph E of Article XI) shall require the prior approval of FHA and the VA.

IN WITNESS WHEREOF, this Declaration is executed this 7<sup>th</sup> day of November, 2005.

**DECLARANT:**

**GREENTREE-MONTGOMERY PROPERTIES, LTD.  
GREENTREE MONTGOMERY, L.L.C., GENERAL PARTNER**

By: *Mark W. Connell*  
Mark W. Connell, Manager

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 7<sup>th</sup> day of NOVEMBER, 2005, by Mark W. Connell, Manager of Greentree Montgomery, LLC, General Partner of Greentree-Montgomery Properties, Ltd.

*Lucricia A. Stegemoller*  
NOTARY PUBLIC






**CONSENT BY LIENHOLDER**

BENCHMARK BANK, the owner and holder of a lien covering a portion of the Subdivision (said lien being of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2004-076277, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions.

**LIENHOLDER**

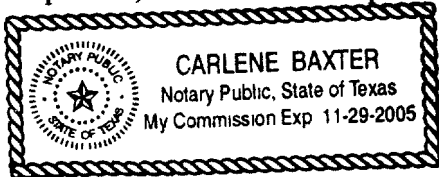
**BENCHMARK BANK**

By:   
(Title) ASSISTANT VICE PRESIDENT

THE STATE OF TEXAS

COUNTY OF DALLAS (COLLIN)

This instrument was acknowledged before me on the 7<sup>th</sup> day of NOV, 2005, by Jason Beene, Asst Vice Pres of Benchmark Bank, a national banking corporation, on behalf of said corporation.



  
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Mr. Mark W. Connell  
CONNELL DEVELOPMENT CO.  
P. O. Box 541057  
Dallas, Texas 75354-1057  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BRIAR GROVE, SECTION ONE 17.

**EXHIBIT "A"**  
**SUBDIVISION PLAT**

FINAL PLAT  
**BRIAR GROVE**  
 SECTION ONE  
 A SUBDIVISION OF 46.013 ACRES  
 OF LAND IN THE  
 W. S. ALLEN SUR., A - 2  
 MONTGOMERY COUNTY, TEXAS  
 SINGLE FAMILY RESIDENTIAL  
 CONTAINING 118 LOTS IN 7 BLOCKS  
 AND 3 RESTRICTED RESERVES  
 OWNER/DEVELOPER  
 Greentree / Montgomery Properties Ltd.  
 P O Box 541057  
 Dallas, Texas 75354-1057  
 (214) 357-4694  
 Fax (214) 357-4953  
 klotz@cc.net  
 SEPTEMBER 2005

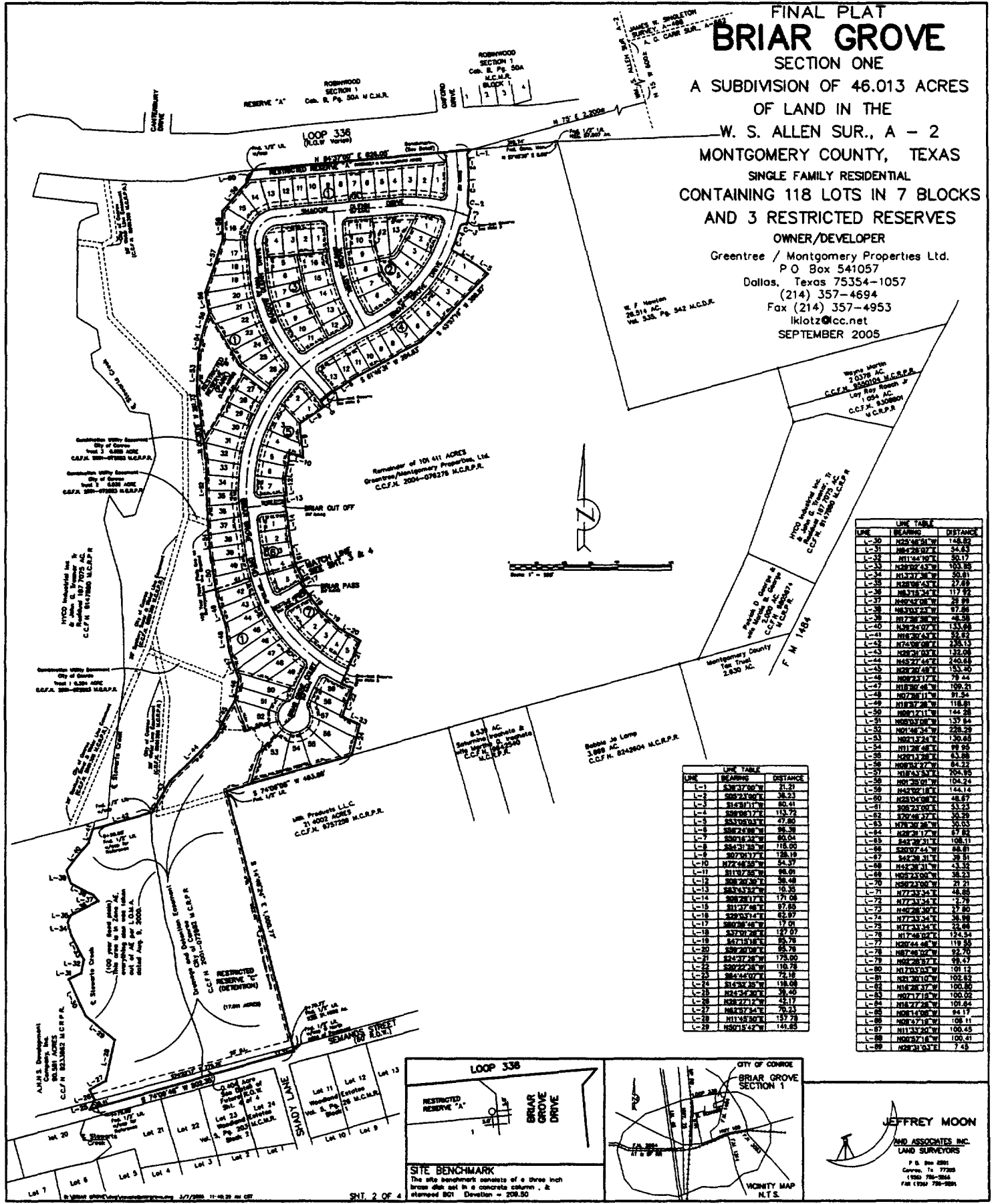
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C-1	840.00	143.11	12.9642	S89°31'21"W	142.89
C-2	20.00	28.82	78.1818	S87°41'38"W	28.70
C-3	70.00	33.40	82.2982	S84°03'01"W	33.25
C-4	130.00	38.08	74.8277	S82°07'27"W	37.82
C-5	170.00	41.20	72.8277	S82°07'27"W	40.80
C-6	130.00	46.70	61.5281	S82°30'00"W	46.40
C-7	800.00	688.71	68.8141	S82°30'00"W	688.28
C-8	800.00	72.11	18.2604	S82°30'00"W	71.90
C-9	800.00	107.60	47.7887	S82°30'00"W	107.30
C-10	800.00	722.75	68.0103	S82°28'11"W	722.44
C-11	800.00	116.72	11.9848	S82°28'11"W	116.54
C-12	800.00	262.20	26.3612	S82°30'00"W	262.07
C-13	800.00	15.73	2.1814	S82°28'11"W	15.67
C-14	800.00	368.72	36.8141	S82°28'11"W	368.59
C-15	800.00	114.30	11.4300	S82°28'11"W	114.14
C-16	800.00	171.82	17.1822	S82°28'11"W	171.66
C-17	800.00	108.56	10.8562	S82°28'11"W	108.40
C-18	800.00	150.87	15.0872	S82°28'11"W	150.72
C-19	800.00	23.48	2.3482	S82°28'11"W	23.34
C-20	800.00	260.38	26.0382	S82°28'11"W	260.24
C-21	800.00	141.37	14.1372	S82°28'11"W	141.23
C-22	800.00	197.87	19.7872	S82°28'11"W	197.73
C-23	800.00	232.77	23.2772	S82°28'11"W	232.63
C-24	800.00	130.00	13.0000	S82°28'11"W	129.86
C-25	800.00	85.70	8.5700	S82°28'11"W	85.56
C-26	800.00	48.33	4.8332	S82°28'11"W	48.19
C-27	800.00	48.33	4.8332	S82°28'11"W	48.19
C-28	800.00	48.33	4.8332	S82°28'11"W	48.19
C-29	800.00	48.33	4.8332	S82°28'11"W	48.19
C-30	800.00	48.33	4.8332	S82°28'11"W	48.19
C-31	800.00	48.33	4.8332	S82°28'11"W	48.19
C-32	800.00	48.33	4.8332	S82°28'11"W	48.19
C-33	800.00	48.33	4.8332	S82°28'11"W	48.19
C-34	800.00	48.33	4.8332	S82°28'11"W	48.19
C-35	800.00	48.33	4.8332	S82°28'11"W	48.19
C-36	800.00	48.33	4.8332	S82°28'11"W	48.19
C-37	800.00	48.33	4.8332	S82°28'11"W	48.19
C-38	800.00	48.33	4.8332	S82°28'11"W	48.19
C-39	800.00	48.33	4.8332	S82°28'11"W	48.19
C-40	800.00	48.33	4.8332	S82°28'11"W	48.19
C-41	800.00	48.33	4.8332	S82°28'11"W	48.19
C-42	800.00	48.33	4.8332	S82°28'11"W	48.19
C-43	800.00	48.33	4.8332	S82°28'11"W	48.19
C-44	800.00	48.33	4.8332	S82°28'11"W	48.19
C-45	800.00	48.33	4.8332	S82°28'11"W	48.19
C-46	800.00	48.33	4.8332	S82°28'11"W	48.19
C-47	800.00	48.33	4.8332	S82°28'11"W	48.19
C-48	800.00	48.33	4.8332	S82°28'11"W	48.19
C-49	800.00	48.33	4.8332	S82°28'11"W	48.19
C-50	800.00	48.33	4.8332	S82°28'11"W	48.19
C-51	800.00	48.33	4.8332	S82°28'11"W	48.19
C-52	800.00	48.33	4.8332	S82°28'11"W	48.19
C-53	800.00	48.33	4.8332	S82°28'11"W	48.19
C-54	800.00	48.33	4.8332	S82°28'11"W	48.19
C-55	800.00	48.33	4.8332	S82°28'11"W	48.19
C-56	800.00	48.33	4.8332	S82°28'11"W	48.19
C-57	800.00	48.33	4.8332	S82°28'11"W	48.19
C-58	800.00	48.33	4.8332	S82°28'11"W	48.19
C-59	800.00	48.33	4.8332	S82°28'11"W	48.19
C-60	800.00	48.33	4.8332	S82°28'11"W	48.19
C-61	800.00	48.33	4.8332	S82°28'11"W	48.19
C-62	800.00	48.33	4.8332	S82°28'11"W	48.19
C-63	800.00	48.33	4.8332	S82°28'11"W	48.19
C-64	800.00	48.33	4.8332	S82°28'11"W	48.19
C-65	800.00	48.33	4.8332	S82°28'11"W	48.19
C-66	800.00	48.33	4.8332	S82°28'11"W	48.19
C-67	800.00	48.33	4.8332	S82°28'11"W	48.19
C-68	800.00	48.33	4.8332	S82°28'11"W	48.19
C-69	800.00	48.33	4.8332	S82°28'11"W	48.19
C-70	800.00	48.33	4.8332	S82°28'11"W	48.19
C-71	800.00	48.33	4.8332	S82°28'11"W	48.19
C-72	800.00	48.33	4.8332	S82°28'11"W	48.19
C-73	800.00	48.33	4.8332	S82°28'11"W	48.19
C-74	800.00	48.33	4.8332	S82°28'11"W	48.19
C-75	800.00	48.33	4.8332	S82°28'11"W	48.19
C-76	800.00	48.33	4.8332	S82°28'11"W	48.19
C-77	800.00	48.33	4.8332	S82°28'11"W	48.19
C-78	800.00	48.33	4.8332	S82°28'11"W	48.19
C-79	800.00	48.33	4.8332	S82°28'11"W	48.19
C-80	800.00	48.33	4.8332	S82°28'11"W	48.19
C-81	800.00	48.33	4.8332	S82°28'11"W	48.19
C-82	800.00	48.33	4.8332	S82°28'11"W	48.19
C-83	800.00	48.33	4.8332	S82°28'11"W	48.19
C-84	800.00	48.33	4.8332	S82°28'11"W	48.19
C-85	800.00	48.33	4.8332	S82°28'11"W	48.19
C-86	800.00	48.33	4.8332	S82°28'11"W	48.19
C-87	800.00	48.33	4.8332	S82°28'11"W	48.19
C-88	800.00	48.33	4.8332	S82°28'11"W	48.19
C-89	800.00	48.33	4.8332	S82°28'11"W	48.19
C-90	800.00	48.33	4.8332	S82°28'11"W	48.19
C-91	800.00	48.33	4.8332	S82°28'11"W	48.19
C-92	800.00	48.33	4.8332	S82°28'11"W	48.19
C-93	800.00	48.33	4.8332	S82°28'11"W	48.19
C-94	800.00	48.33	4.8332	S82°28'11"W	48.19
C-95	800.00	48.33	4.8332	S82°28'11"W	48.19
C-96	800.00	48.33	4.8332	S82°28'11"W	48.19
C-97	800.00	48.33	4.8332	S82°28'11"W	48.19
C-98	800.00	48.33	4.8332	S82°28'11"W	48.19
C-99	800.00	48.33	4.8332	S82°28'11"W	48.19
C-100	800.00	48.33	4.8332	S82°28'11"W	48.19
C-101	800.00	48.33	4.8332	S82°28'11"W	48.19
C-102	800.00	48.33	4.8332	S82°28'11"W	48.19
C-103	800.00	48.33	4.8332	S82°28'11"W	48.19
C-104	800.00	48.33	4.8332	S82°28'11"W	48.19
C-105	800.00	48.33	4.8332	S82°28'11"W	48.19
C-106	800.00	48.33	4.8332	S82°28'11"W	48.19
C-107	800.00	48.33	4.8332	S82°28'11"W	48.19
C-108	800.00	48.33	4.8332	S82°28'11"W	48.19
C-109	800.00	48.33	4.8332	S82°28'11"W	48.19
C-110	800.00	48.33	4.8332	S82°28'11"W	48.19
C-111	800.00	48.33	4.8332	S82°28'11"W	48.19
C-112	800.00	48.33	4.8332	S82°28'11"W	48.19
C-113	800.00	48.33	4.8332	S82°28'11"W	48.19
C-114	800.00	48.33	4.8332	S82°28'11"W	48.19
C-115	800.00	48.33	4.8332	S82°28'11"W	48.19
C-116	800.00	48.33	4.8332	S82°28'11"W	48.19
C-117	800.00	48.33	4.8332	S82°28'11"W	48.19
C-118	800.00	48.33	4.8332	S82°28'11"W	48.19
C-119	800.00	48.33	4.8332	S82°28'11"W	48.19
C-120	800.00	48.33	4.8332	S82°28'11"W	48.19
C-121	800.00	48.33	4.8332	S82°28'11"W	48.19
C-122	800.00	48.33	4.8332	S82°28'11"W	48.19
C-123	800.00	48.33	4.8332	S82°28'11"W	48.19
C-124	800.00	48.33	4.8332	S82°28'11"W	48.19
C-125	800.00	48.33	4.8332	S82°28'11"W	48.19
C-126	800.00	48.33	4.8332	S82°28'11"W	48.19
C-127	800.00	48.33	4.8332	S82°28'11"W	48.19
C-128	800.00	48.33	4.8332	S82°28'11"W	48.19
C-129	800.00	48.33	4.8332	S82°28'11"W	48.19
C-130	800.00	48.33	4.8332	S82°28'11"W	48.19

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C-130	800.00	48.33	4.8332	S82°28'11"W	48.19
C-131	800.00	48.33	4.8332	S82°28'11"W	48.19
C-132	800.00	48.33	4.8332	S82°28'11"W	48.19
C-133	800.00	48.33	4.8332	S82°28'11"W	48.19
C-134	800.00	48.33	4.8332	S82°28'11"W	48.19
C-135	800.00	48.33	4.8332	S82°28'11"W	48.19
C-136	800.00	48.33	4.8332	S82°28'11"W	48.19
C-137	800.00	48.33	4.8332	S82°28'11"W	48.19
C-138	800.00	48.33	4.8332	S82°28'11"W	48.19
C-139	800.00	48.33	4.8332	S82°28'11"W	48.19
C-140	800.00	48.33	4.8332	S82°28'11"W	48.19
C-141	800.00	48.33	4.8332	S82°28'11"W	48.19
C-142	800.00	48.33	4.8332	S82°28'11"W	48.19
C-143	800.00	48.33	4.8332	S82°28'11"W	48.19
C-144	800.00	48.33	4.8332	S82°28'11"W	48.19
C-145	800.00	48.33	4.8332	S82°28'11"W	48.19
C-146	800.00	48.33	4.8332	S82°28'11"W	48.19
C-147	800.00	48.33	4.8332	S82°28'11"W	48.19
C-148	800.00	48.33	4.8332	S82°28'11"W	48.19
C-149	800.00	48.33	4.8332	S82°28'11"W	48.19
C-150	800.00	48.33	4.8332	S82°28'11"W	48.19
C-151	800.00	48.33	4.8332	S82°28'11"W	48.19
C-152	800.00	48.33	4.8332	S82°28'11"W	48.19
C-153	800.00	48.33	4.8332	S82°28'11"W	48.19
C-154	800.00	48.33	4.8332	S82°28'11"W	48.19
C-155	800.00	48.33	4.8332	S82°28'11"W	48.19
C-156	800.00	48.33	4.8332	S82°28'11"W	48.19
C-157	800.00	48.33	4.8332	S82°28'11"W	48.19
C-158	800.00	48.33	4.8332	S82°28'11"W	48.19
C-159	800.00	48.33	4.8332	S82°28'11"W	48.19
C-160	800.00	48.33	4.8332	S82°28'11"W	48.19
C-161	800.00	48.33	4.8332	S82°28'11"W	48.19
C-162	800.00	48.33	4.8332	S82°28'11"W	48.19
C-163	800.00	48.33	4.8332	S82°28'11"W	48.19
C-164	800.00	48.33	4.8332	S82°28'11"W	48.19
C-165	800.00	48.33	4.8332	S82°28'11"W	48.19
C-166	800.00	48.33	4.8332	S82°28'11"W	48.19
C-167	800.00	48.33	4.8332	S82°28'11"W	48.19
C-168	800.00	48.33	4.8332	S82°28'11"W	48.19
C-169	800.00	48.33	4.8332	S82°28'11"W	48.19
C-170	80				

# FINAL PLAT BRIAR GROVE SECTION ONE

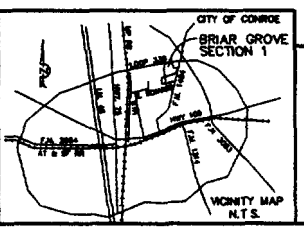
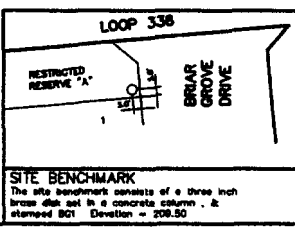
A SUBDIVISION OF 46.013 ACRES  
OF LAND IN THE  
W. S. ALLEN SUR., A - 2  
MONTGOMERY COUNTY, TEXAS  
SINGLE FAMILY RESIDENTIAL  
CONTAINING 118 LOTS IN 7 BLOCKS  
AND 3 RESTRICTED RESERVES

OWNER/DEVELOPER  
Greentree / Montgomery Properties Ltd.  
P O Box 541057  
Dallas, Texas 75354-1057  
(214) 357-4694  
Fax (214) 357-4953  
iklotz@cc.net  
SEPTEMBER 2005



LINE	BEARING	DISTANCE
L-30	N82°42'51"W	148.82
L-31	N82°28'51"W	54.83
L-32	N11°42'10"W	50.17
L-33	N89°07'45"W	103.80
L-34	N11°21'21"W	50.81
L-35	N29°54'31"W	27.89
L-36	N83°13'31"W	117.92
L-37	N89°32'04"W	28.99
L-38	N82°52'24"W	97.88
L-39	N82°28'51"W	45.33
L-40	N82°28'51"W	153.40
L-41	N82°34'31"W	53.82
L-42	N74°56'07"W	235.13
L-43	N82°28'51"W	122.08
L-44	N82°28'51"W	140.64
L-45	N82°28'51"W	153.40
L-46	N82°21'17"W	79.44
L-47	N18°30'48"W	109.21
L-48	N07°28'11"W	91.54
L-49	N18°30'48"W	118.81
L-50	N82°21'17"W	144.28
L-51	N82°28'51"W	137.84
L-52	N01°42'34"W	228.29
L-53	N01°42'34"W	120.60
L-54	N11°28'42"W	91.54
L-55	N01°12'37"W	81.88
L-56	N82°21'17"W	84.22
L-57	N18°30'48"W	704.80
L-58	N01°28'01"W	104.74
L-59	N43°02'43"W	114.14
L-60	N82°28'51"W	48.87
L-61	S08°23'02"W	53.23
L-62	S29°48'37"E	50.39
L-63	N78°28'46"W	50.03
L-64	S82°01'17"W	118.81
L-65	S29°48'37"E	68.81
L-66	S29°48'37"E	68.81
L-67	S45°38'31"W	39.81
L-68	N42°38'31"W	113.33
L-69	N82°28'51"W	118.81
L-70	N82°28'51"W	21.21
L-71	N77°33'34"E	48.88
L-72	N77°33'34"E	11.79
L-73	N42°38'31"W	17.80
L-74	N77°33'34"E	38.89
L-75	N77°33'34"E	25.88
L-76	N17°48'02"E	124.54
L-77	N82°28'51"W	118.81
L-78	N82°28'51"W	92.70
L-79	N82°28'51"W	92.70
L-80	N17°25'18"W	101.12
L-81	N81°10'10"W	102.83
L-82	N18°28'37"W	100.80
L-83	N07°17'18"W	100.02
L-84	N18°27'26"W	101.64
L-85	N82°13'06"W	81.11
L-86	N08°21'18"W	108.11
L-87	N11°33'20"W	100.45
L-88	N08°21'18"W	100.41
L-89	N08°21'18"W	7.48

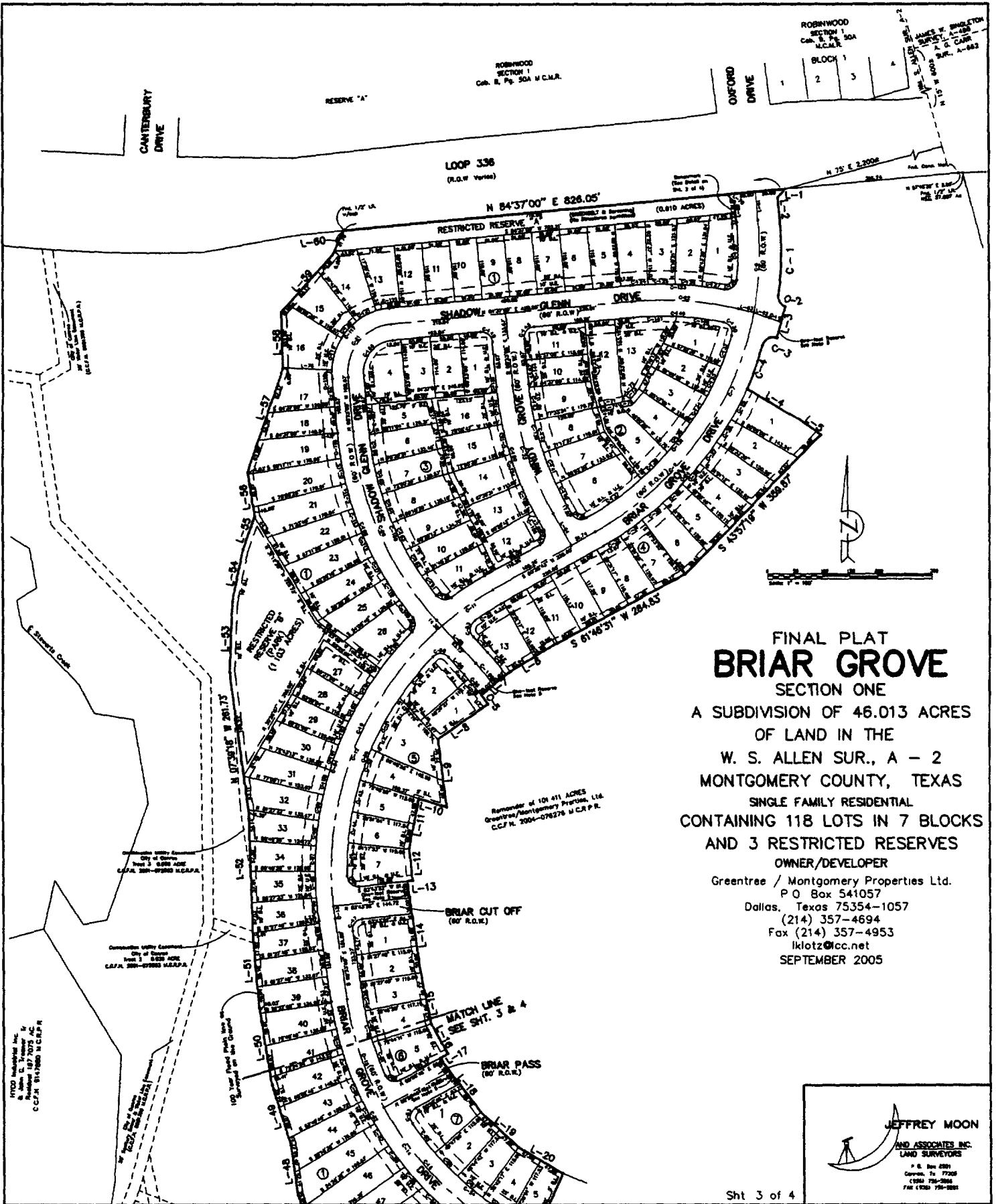
LINE	BEARING	DISTANCE
L-1	S29°48'37"E	21.21
L-2	S08°23'02"W	38.23
L-3	S16°37'11"W	80.41
L-4	S29°48'37"E	113.72
L-5	S29°48'37"E	47.86
L-6	S82°01'17"W	96.36
L-7	S82°01'17"W	80.04
L-8	S84°21'33"W	718.00
L-9	S07°20'17"E	78.18
L-10	N72°43'35"W	54.37
L-11	N11°27'55"W	96.89
L-12	S08°23'02"W	38.48
L-13	S82°01'17"W	10.35
L-14	S08°23'02"W	171.08
L-15	N11°27'48"E	97.85
L-16	S29°48'37"E	82.97
L-17	S08°23'02"W	17.01
L-18	S37°10'20"E	127.07
L-19	S47°15'18"E	85.78
L-20	S29°48'37"E	85.78
L-21	S24°37'28"W	175.00
L-22	S29°48'37"W	118.78
L-23	S84°21'07"E	72.18
L-24	S16°37'11"W	118.08
L-25	S24°37'28"W	38.49
L-26	N82°21'17"W	45.17
L-27	N82°21'17"W	70.23
L-28	N11°48'50"E	157.78
L-29	N82°15'42"W	141.85



**JEFFREY MOON**  
AND ASSOCIATES INC.  
LAND SURVEYORS  
P.O. Box 6281  
Conroe, TX 77385  
1080 788-8866  
Fax 1080 788-8866

**SITE BENCHMARK**  
The site benchmark consists of a three inch  
brass disk set in a concrete column, &  
stamped 801. Elevation = 528.50

Sh. 2 of 4  
Cab. 2, Sht. 104



FINAL PLAT  
**BRIAR GROVE**  
 SECTION ONE  
 A SUBDIVISION OF 46.013 ACRES  
 OF LAND IN THE  
 W. S. ALLEN SUR., A - 2  
 MONTGOMERY COUNTY, TEXAS  
 SINGLE FAMILY RESIDENTIAL  
 CONTAINING 118 LOTS IN 7 BLOCKS  
 AND 3 RESTRICTED RESERVES  
 OWNER/DEVELOPER  
 Greentree / Montgomery Properties Ltd.  
 P.O. Box 541057  
 Dallas, Texas 75354-1057  
 (214) 357-4694  
 Fax (214) 357-4953  
 jklotz@cc.net  
 SEPTEMBER 2005

**JEFFREY MOON**  
 AND ASSOCIATES INC.  
 LAND SURVEYORS  
 P. O. Box 4391  
 Carroll, TX 75006  
 (936) 736-3866  
 FAX (936) 736-3861

Sht 3 of 4

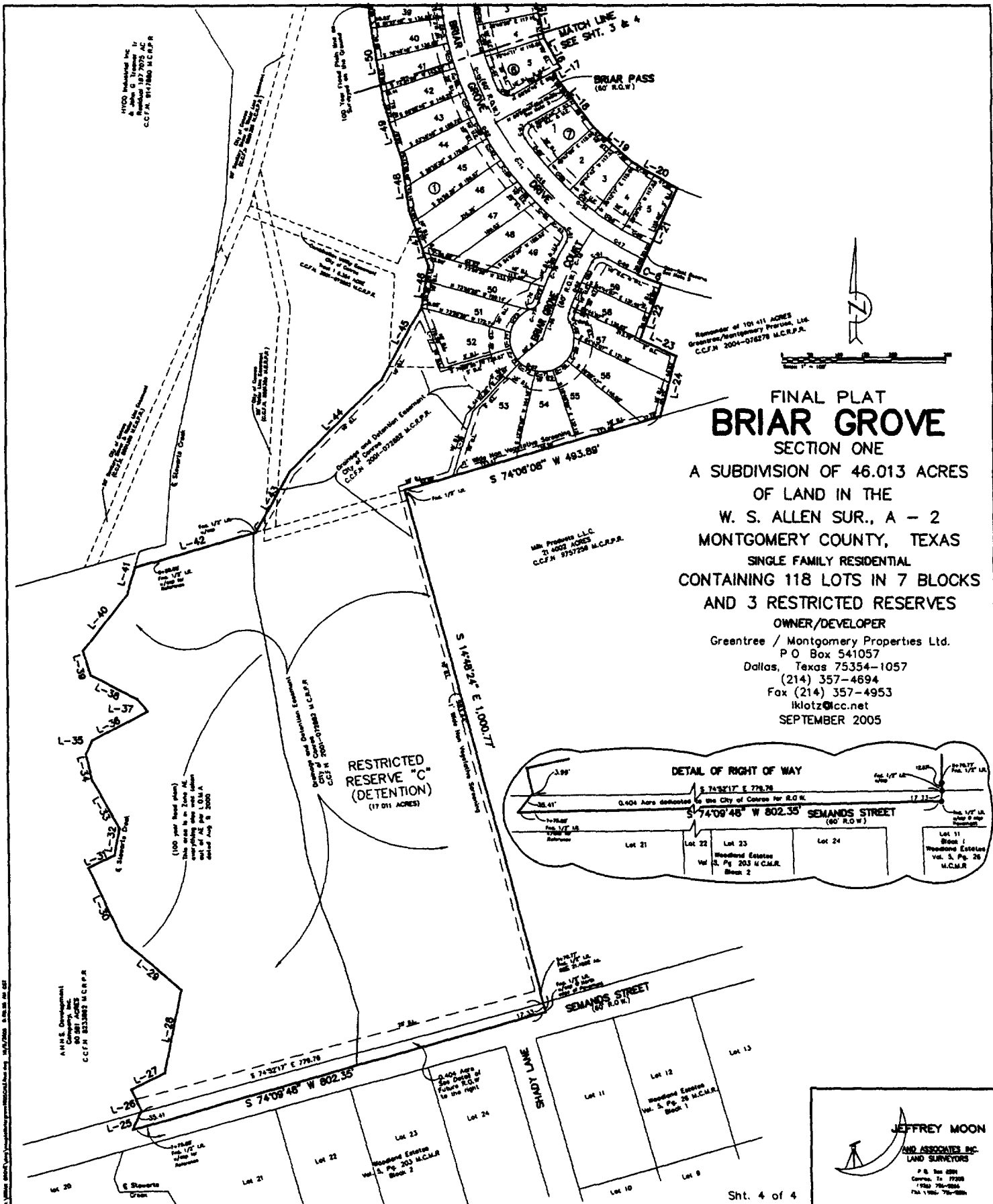
Cap. 2, Sht. 105

HYCO Incorporated, Inc.  
 6000 West Loop South, Suite 100  
 Houston, TX 77057  
 C.C.P.N. 9147800 M.C.A.P.R.

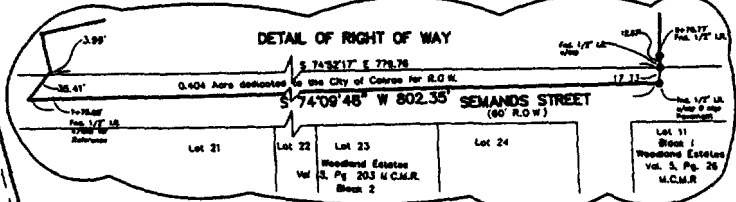
Commissioner's Office, City of Dallas  
 Title 3, Section 20.02  
 C.C.P.N. 9147800 M.C.A.P.R.

Commissioner's Office, City of Dallas  
 Title 3, Section 20.02  
 C.C.P.N. 9147800 M.C.A.P.R.

Remainder of 101.411 ACRES  
 Greentree/Montgomery Properties, Ltd.  
 C.C.P.N. 7066-076276 M.C.A.P.R.



**FINAL PLAT**  
**BRIAR GROVE**  
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 A SUBDIVISION OF 46.013 ACRES  
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 jklotz@cc.net  
 SEPTEMBER 2005



**JEFFREY MOON**  
 AND ASSOCIATES, INC.  
 LAND SURVEYORS  
 P. O. Box 1280  
 Commerce, TX 77506  
 (714) 294-2222  
 FAX (714) 294-2222

Cab. 2, Sht. 106

FILED FOR RECORD

05 NOV -8 PM 3:17

*Mark Imball*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property at  
Montgomery County, Texas.

NOV - 8 2005



*Mark Imball*  
County Clerk  
Montgomery County, Texas

**RECORDS MEMORANDUM**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.