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OFFICIAL RECORDS

LIBER 1170 PAGE 869

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APR 15 1983

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRIAR VILLA, SECTION 1
A SUBDIVISION IN FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WHEREAS, KEVALAND TEXAS CORPORATION, a Texas corporation, doing business as Blue Ridge Associates, and BRIAR VILLA JOINT VENTURE, a joint venture composed of Texas Southwest Development Corp., a Texas corporation, and The Loggins Corporation-2, a Texas corporation, hereinafter referred to as the "Declarant", has heretofore executed that certain Declaration of Covenants, Conditions and Restrictions which was filed for record in the Office of the County Clerk of Fort Bend County, Texas, under County Clerk's File No. 48775, and recorded in Volume 1096, Page 427 in the Official Public Records of Real Property of Fort Bend County, Texas, imposing on Briar Villa, Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded or to be recorded in the Map Records of Fort Bend County, Texas (hereinafter referred as the "Properties"), all those certain reservations, easements, restrictions, covenants, conditions, charges and liens therein set forth for the benefit of the Properties and each Owner thereof; and,

WHEREAS, the undersigned are the Owners of a majority of all of the Lots in the Properties, and desire to amend the Declaration pursuant to the authority contained therein, and the particulars hereinafter set forth; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, the undersigned, hereby amend, and consent to the amendment thereof, respectively, the Declaration as follows:

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

Recorded on March 31, 1987

Glady Rosenbaum
GLADYS ROSENBAUM

OFFICIAL RECORDS

LIBER 1170 PAGE 870

Section 2. of Article III is hereby deleted in its entirety and the following is and shall henceforth be said Section 2. of Article III.

"Section 2. Minimum Square Footage Within Improvements. These lots described above as shown on the plat of Briar Villa, Section 1, are restricted to a single family detached dwelling with a minimum of 700 square feet, or a detached zero lot line dwelling with a minimum of 700 square feet or an attached zero lot line dwelling with a minimum of 700 square feet of livable area, exclusive of open porches and garages, carports or parking spaces."

The amendment to the Declaration set forth herein shall be deemed to be a part of, and shall be interpreted in accordance with the other provisions of, the Declaration. All provisions contained in the Declaration are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms thereof, except as expressly amended hereby.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration of Covenants, Conditions and Restrictions, to be effective the 24 day of March, 1983.

ATTEST:

KEVALAND TEXAS CORPORATION

By Patsy R. Agce
Name Patsy R. Agce
Title Secretary

By Carol Rochetti
Name CAROL ROCHETTI
Title Comptroller

BRIAR VILLA JOINT VENTURE, a joint venture composed of Texas Southwest Development Corp. and The Loggins Corporation-2

ATTEST:

TEXAS SOUTHWEST DEVELOPMENT CORP.

By G Neil Freese
Name G NEIL FREESG
Title VCE PRESIDENT

By Tommy Adkins
Name Tommy Adkins
Title President

ATTEST:

THE LOGGINS CORPORATION-2

By Anna Loggins
Name ANNA LOGGINS
Title SECRETARY

By Michael J. Wilson
Name Vice President
Title Michael J. Wilson

APPROVED BY:
FEDERAL HOUSING ADMINISTRATION

Jamie Wilson
Date 3-25-83

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STATE OF TEXAS
COUNTY OF FORT BEND

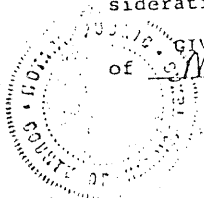
The above and foregoing is a true and correct copy of the same appears on file and recorded in the public records of Fort Bend County, Texas
this 24th day of March, 1987

Glady Rosenbaum
County Clerk
Fort Bend County, Texas
GLADYS ROSENBAUM

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL ROCHETT, COMPTROLLER of KEVALAND TEXAS CORPORATION, a Texas 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of March, 1983.



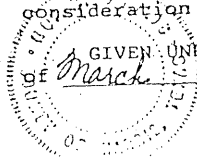
Debbie Jean Guidry
Notary Public in and for
The State of TEXAS

/DEBBIE JEAN GUIDRY
Notary Public, State of Texas
Commission Expires July 25, 1985

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Tommy Atkins, President of TEXAS SOUTHWEST DEVELOPMENT CORP., a Texas 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of March, 1983.



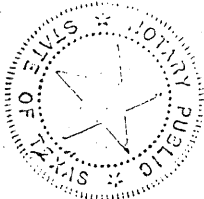
Pat S. Weathers
Notary Public in and for
The State of TEXAS

Pat S. Weathers
My commission expires: 1-31-85

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL J. WILSON, VICE PRESIDENT, of THE LOGGINS CORPORATION-2, a Texas 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of March, 1983.



Debbie Jean Guidry
Notary Public in and for
The State of TEXAS

/DEBBIE JEAN GUIDRY
Notary Public, State of Texas
Commission Expires July 25, 1985

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State of Texas
County of Fort Bend,

I, Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now on file and/or recorded by me in the records as stamped hereon by me.

March 31, 1983 Date
DIANNE WILSON, County Clerk
Fort Bend County, Texas

By Gladys Rosenbaum Deputy
GLADYS ROSENBAUM

COMPARED
INDEXED

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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

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THE STATE OF TEXAS :

COUNTY OF _____ :

This Declaration, made on the date hereinafter set forth by Kevaland Texas Corporation, a Texas Corporation, doing business as Blue Ridge Associates, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that certain property known as Briar Villa, Section 1, a Subdivision in Fort Bend County, Texas, described as follows:

All the lots in Briar Villa, Section 1, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof, recorded in Volume 30 Page 6, in the Map Records of Fort Bend County:

WHEREAS, it is the desire of Declarant to place certain restrictions covenants, conditions, stipulations and reservations upon and against Briar Villa, Section 1, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described lots in Briar Villa, Section 1, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall insure to the benefit of each owner thereof.

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Blue Ridge Associates
6420 Richmond Suite 480
Houston, Texas 77057

ARTICLE I
Definitions

DEED
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Section 1. "Association" shall mean and refer to Briar Villa HOMEOWNERS ASSOCIATION, a non-profit corporation, its successors and assigns.

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 and those having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above and all plats or lots annexed pursuant to Section 8, Article VI hereof.

Section 5. "Common Area" shall mean all property owned by the Association for the common use and benefit of the owners, if any.

Section 6. "Declarant" shall mean and refer to Kevaland Texas Corporation (dba Blue Ridge Associates) a Texas corporation and its successors and assigns if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 7. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 8. "Architectural Control Committee" shall mean and refer to Briar Villa, Section 1, Architectural Control Committee provided for in Article IV hereof.

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987



Dianne Wilson
County Clerk
Fort Bend County, Texas

Gladys Rosenbaum Deputy
GLADYS ROSENBAUM

DEED

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ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Recorded subdivision maps of the Properties. The

recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines, and all dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision are incorporated herein and made a part hereon as if fully set forth 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 or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the ease-

ments and rights-of-ways as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title subject to Easements. It is expressly agreed and

understood that the title conveyed by Declarant to any of the Properties by Contract, Deed or other conveyance shall be subject to any easement affecting same for roadway or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

ARTICLE III
Use Restrictions

UCCU
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Section 1. Single Family Detached Single Family Zero Lot Line, Detached or Single Family Zero Lot Line Attached, residential construction. No building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling unit, one detached zero lot line unit or one attached zero lot line residential family dwelling unit used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a plotted Lot shall have an attached or detached garage or carport or off street parking for one (1) or more cars, but not more than three (3) cars; provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot (in lieu of or in addition to a garage and/or for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

Section 2. Minimum square footage within improvements.
These Lots described above as shown on the plat of Briar Villa, Section 1, are restricted to a single family detached dwelling with a minimum of 800 square feet, or a detached zero lot line dwelling with a minimum of 800 square feet or an attached zero lot line dwelling with a minimum of 800 square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

Section 3. Location of Residence on Lot. No building shall be located on any Lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the recorded plat. For the purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as part of the building, provided, however, that this shall be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. The Architectural Control

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, as

March 31, 1987



Deane Wilson
County Clerk
Fort Bend County, Texas

Gladys Rosenbaum Deputy

GLADYS ROSENBAUM

DEED

VOL 1096 PAGE 431

Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house location. It shall be the intention of this Covenant to allow placement of residential structures at the option of Declarant or any entity construction a dwelling on any Lot using one of four (4) acceptable methods, said methods hereinafter known and defined as:

1. Standard Single Family Residence Option. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the lot nearer than five (5) feet from either side property line except that on all corner lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. No dwelling shall be located on any lot within any utility easement located along the rear lot line. A residence or appurtenance lot line, provided that the construction of a residence on the adjacent lot is complete and such residence shall be no closer than seven (7) feet from the same interior lot line.

2. Zero Lot Line Option.

- a. Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty (50%) percent of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side lot line. Such side lot line where there is such construction shall be hereinafter referred to as "Zero Lot Line". Provided however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls shall have no exterior objects or appurtenances such as, for example, there shall be no electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner lot. If the Zero Lot Line side is on the street side of a corner lot, normal openings and exterior appurtenances may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line for a distance not to exceed twenty-four (24) inches. There is hereby established a six (6) foot minimum distance between the Zero Lot Line and the residence dwelling situated upon the adjoining lot. No dwelling shall be located on any lot within any Utility Easement along the rear lot line.
- b. Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option, as evidenced by completion on a lot of construction of any residence complying therewith, each such lot shall have a five (5) foot access easement extending the entire depth of the lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjacent lot, for the construction, repair and maintenance of improvements located on the Zero Lot Line. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by and between the owner of the Zero Lot Line lot and the owner of the adjacent lot, which shall be covenants running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever; to-wit:

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on

March 31, 1987



James Wilson
County Clerk

Fort Bend County, Texas

Gladys Rosenbaum Deputy

GLADYS ROSENBAUM

- (i) The Zero Lot Line lot owner must replace any fencing, landscaping or other items on the adjacent lot that he may disturb during construction, repair or maintenance.
- (ii) This easement, when used by the Zero Lot Line lot owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and items removed must be replaced.
- (iii) The Zero Lot Line lot owner must notify the owner of the adjacent lot of his intent to do any construction, repair or maintenance upon the Zero Lot line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.
- (iv) Both the Zero Lot line lot owner and the adjacent lot owner shall have the right of surface drainage over, along and upon the access easement area, neither owner shall use the access easement area in such a manner as will interfere with such drainage.
- (v) Neither owner shall attach any object to the Zero Lot Line wall, facing onto the access easement area and the owner of the adjacent lot will not use the Zero Lot line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either owner, except the roof overhang and guttering as provided for above, and a fence by the owner of the adjacent lot, which allows drainage; however, access to the access easement must be preserved for the owner of the Zero Lot Line lot.

3. Side Yard Concept Option.

- a. Placement. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than three (3) feet from either side property line except than ten (10) deep from the side lot line abutting a street and shall be not nearer than five (5) feet on the other side lot line of such corner lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and three (3) feet from the side lot line. The three (3) foot area bounded by the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement". Provided, however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, as in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows or openings of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side lot line. There must be a minimum distance of six (6) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear-lot Utility Easement.

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STATE OF TEXAS
COUNTY OF FORT BEND
The above and foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987


Dianne Gilman
County Clerk
Fort Bend County, Texas
Gladys Rosenbaum Deputy
GLADYS ROSENBAUM

DEED

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- b. Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the adjacent Lot, which terms shall be a covenant running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever:
- (i) The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a lot so as to improve the drainage of water from the lots or the easement area. It shall be the responsibility of each owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining owner's lot or the easement area from water running off of such owner's roof onto an adjoining owner's lot or onto the easement area and no owner shall have liability or otherwise be responsible to any other owner for any loss, expense or damage resulting from such roof run-off.
 - (ii) The owner of the adjacent lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent lot owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.
 - (iii) The owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent lot owner shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard Wall or foundation and fencing which is situated adjacent to and abutting the easement area.
 - (iv) The owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the easement area or the adjacent lot that he may disturb during such maintenance or repair of the of the Side Yard Wall.
 - (v) Neither owner shall attach any object to the side of the Side Yard Wall abutting the easement area and the adjacent lot owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either owner, except that the owner of the adjacent lot may construct a fence, which allows drainage; however, access to the easement area must be preserved for the owner of the Side Yard Wall Lot.
 - (vi) The Owner of the adjacent Lot shall indemnify and hold harmless the owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the Owner of the adjacent lot, his licenses or invitees.
 - (vii) It is recognized by Declarant that the Side Yard Concept Option is best suited for regularly shaped adjoining lots and that if such option is exercised on adjoining irregularly shaped lots, such as those common to lots located on either a cul-de-sac or lots located on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Side Yard Land Maintenance

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on the and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987


Janice Gilman
County Clerk
Fort Bend County, Texas
Gladys Rosenbaum Deputy
GLADYS ROSENBAUM

DEED

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Easement. Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase lots directly from it, to vary the Side Yard Land Maintenance Easement on Lots in the addition which are irregularly shaped and upon which the Side Yard Concept Option is exercised. The variance, if any, will be accomplished in the conveyance from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify of record the variance involved. All owners of lots so involved will be requested to join in and consent to such variance, if any.

By irregularly shaped lots, as used herein, is meant a lot where the front and back lot lines are not of equal length and the side lot lines are not of equal length.

4. Zero Lot Line Attached (Separate ownerships of the two units).

The buildings to be classified as Zero Lot Line Attached shall, as to Location of Improvements and easements, comply with all provisions of this Article III, Subsection 5(2) above. The distinguishing features between Zero Lot Line and Zero Lot Line Attached is that the latter shall have two (2) separate owners of the building involved. The conveyance to such two (2) owners will reflect that their building is in the Zero Lot Line Attached category. In addition to compliance with the provisions of this Article III Subsection 5(2), the Zero Lot Line Attached Lots shall be subject to the following, to-wit:

- a. Each building shall contain two (2) units. The conveyance will be by field note description and/or recorded plat, with the property line to be along the common wall between the units, extended to the front and back lot lines. The owners of each building shall be jointly responsible for the maintenance of the exterior of their building. No change of paint, brick, or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner shall have one vote in all matters of exterior maintenance, repairs and painting, and the cost of these repairs and painting. If the owners cannot agree on the maintenance, repairs, and painting of their building, then the owner that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished for the Architectural Control Committee which shall rule on the need for accomplishing the work, if the work is required. Such committee's ruling shall be binding on both owners.
- b. General Rules of Law to Apply. Each wall and roof which is built as a part of the original construction of the Zero Lot Line Attached building upon the Properties shall be constructed according to prevailing City and/or County fire codes, and placed on the dividing line between the lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law as applied by the Courts of the State of Texas regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- c. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the Owners who make use of the wall and roof equally. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the other owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987

Glady Rosenbaum
County Clerk
Fort Bend County, Texas
Glady Rosenbaum
GLADYS ROSENBAUM

DEED

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without prejudice, however, to the right of any such owner to call for larger contributions from the other under any rule or law regarding liability for negligent or willful acts or omissions. In addition, for attached Zero Lot Line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty.

- d. Weatherproofing. Notwithstanding any other provision of this Article, an owner who, by his negligent willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e. Right to Contribution Runs With Land. The Right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.
- f. Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth herein, shall have full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both property owners involved.

Section 4. Type of Construction. Exterior walls may be of masonry, brick, wood or other suitable material approved by the Committee. No garage, carport or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage, carport or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. All exterior wood shall receive at least two coats of paint at the time of construction, unless such exterior wood is of redwood or cedar material.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portion thereof may consolidate or redivide such Lots or portion into one or more building sites with the privilege of placing or construction improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building set-back line of not less than forty (40) feet.

Section 6. Lot maintenance. The Owners or occupants of all Lots shall at times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987



Dianne Wilson
County Clerk
Fort Bend County, Texas

Gladys Rosenbaum
GLADYS ROSENBAUM

Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets of adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view; the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. 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 may be maintained thereon for a reasonable time so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 7. Enforcement of Exterior Maintenance. In the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy of the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, as March 31, 1987


County Clerk
Fort Bend County, Texas
Gladys Rosenbaum
GLADYS ROSENBAUM

DEED

VOL 1096 PAGE 437

at maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the lien herein retained. The Association, its agents and employees shall not be liable and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 8. Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 9. Mailboxes. Mailboxes and house numbers will be initially provided by the builder, whether required by the local postal authority to be located in a centralized area or located on the individual lot. Mailboxes, house numbers, and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community.

Section 10. Storage of automobiles, boats, trailers and other vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up trucks with attachedbed campers, that are in operation condition, having current license plates and inspection sticker, and are in daily use as motor vehicles on the streets and highways of the State of Texas.

No non-motorized vehicle, recreational trailer, recreational vehicle, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure.

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

Recorded and certified on March 31, 1987

Gladys Rosenbaum
County Clerk
Fort Bend County, Texas
GLADYS ROSENBAUM

DEED

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This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 11. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 12. Use of temporary structures. No structure of a temporary character, whether recreation trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 13. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 14. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalks and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accord-

STATE OF TEXAS
COUNTY OF FULTON
The above and foregoing is a true and correct copy of the same as the same appears on file and recorded in the appropriate records of Fultond County, Texas.

I hereby certify, on March 31, 1987

James E. Gibson
County Clerk
Fulton County, Texas
Gladys Rose

GLADYS ROSE

DEED

VOL 1096 PAGE 439

ance with specification provided by the applicable governmental authority.

Section 15. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the street occasioned by connecting the driveway thereto.

Section 16. Visual obstruction at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 17. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any lot without the express prior approval in writing of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 18. Mineral operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 19. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pet must be on a leash at all times. It is the pet owner's

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987



Deanne Wilson
County Clerk
Fort Bend County, Texas

Gladys Rosenbaum Deputy
GLADYS ROSENBAUM

DEED

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responsibility to keep the Lot clean and free of pet debris.

Section 20. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna or wires shall be visible from street which runs in front of said Lot.

Section 21. Signs. No signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, and (b) one sign of not more than six (6) square feet to identify the particular Lot 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, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

Section 22. Air Conditioners. No window or wall type air conditioners visible from any Street shall be permitted.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of building plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of Briar Villa, Section 1, subdivision. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. 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

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987



Danice Thisen
County Clerk

Fort Bend County, Texas

Gladys Rosenbaum Deputy

CL ADVS ROSENBAUM

DEED

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at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgement shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee members shall be initially composed of Carol Rochetti, Carroll Brown and Hank Booher, who by majority vote may designate a representative to act for them. The address of the committee is 6420 Richmond, Suite 480, Houston, Texas 77057.

Section 3. Replacement. In the event of death or resignation of any member or members shall appoint a successor members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1991, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the Briar Villa Homeowner's Association may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Directors of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on



Diana J. Wilson
County Clerk

Fort Bend County, Texas

Shirley Rosenbaum Deputy
CLAYDE POST-BAUM

DEED

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specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE V

Briar Villa Homeowner's Association

Section 1. Membership and Voting Rights. Every owner of a lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No ownershall have more than one membership.

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COUNTY OF FORT BEND, TEXAS

COUNTY OF FORT BEND, TEXAS

The above and foregoing is a true and correct copy of the same appears on file and recorded in this appropriate records of Fort Bend County, Texas.

I hereby certify, on

March 31, 1987



Deane Shiner
County Clerk

Fort Bend County, Texas

Gladys Rosenbaum Deputy
GLADYS ROSENBAUM

DEED

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Section 2. The Association shall have two classes of voting membership:

- Class A. Class A members shall be Owners as defined in Section 1. of Article V, with the exception of the Declarant and its successors and assigns, 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. The Class B member(s) shall be the Declarant and its Successors and assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. On January 1, 1992.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. Briar Villa Homeowner's Association, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI

Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Lot in the Properties is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

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STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987


Glady Rosenbaum
County Clerk
Fort Bend County, Texas
Deputy
GLADYS ROSENBAUM

DEED

VOL 1096 PAGE 444

(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 interests, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare for the residents in the Properties and for the improvements and maintenance of common areas, if any. The responsibilities of the Homeowners' Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining right-of-ways, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that 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.

Section 3. Basis and maximum level of annual assessments. Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment as shall be \$240.00 per Lot. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D.C. or any successor publication for

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NOT A TRUE AND CORRECT COPY
COUNTY OF FORT BEND
The above and foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987



Glady Rosenbaum
County Clerk

Fort Bend County, Texas

Glady Rosenbaum Deputy

GLADYS ROSENBAUM

DEED

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the preceeding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the Members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by approval of two-thirds (2/3rds) of each class of Members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of Members as provided in The By-Laws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3rds) of each class of Members for such increase in the annual assessment. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Fort Bend County, Texas.

Section 4. Rates of Assessment. The annual assessment on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant and its successors and assigns and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

Section 5. Date of commencement and determination of annual assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as to the date of its issuance.

Section 6. Effect of Non-payment of assessments. Any Assessment not

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STATE OF TEXAS
COUNTY OF FORT BEND
The above and foregoing is a true and correct copy as
the same appears on file and recorded in the
public records of Fort Bend County, Texas.
I hereby certify, on March 31, 1987
Glady Rosenbaum
County Clerk
Fort Bend County, Texas
GLADYS ROSENBAUM

paid within thirty (30) days after the due date shall bear interest from the date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided; however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant and the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual assessment accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any future assessments.

Section 8. Annexation. Additional property may be annexed into the

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STATE OF TEXAS
COUNTY OF FORT BEND

and appearing to a licensed surveyor as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

Witness my hand and seal this 31st day of March, 1967.
Gladys Rosenbaum
County Clerk
Fort Bend County, Texas

DEED

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the jurisdiction of the Association by recorded restrictions so stating upon the consent of two-thirds (2/3rds) of each class of members of the Association provided, however, that upon submission to and approval by the FHA or the VA of a general plan, such additional stages of development may be annexed by Declarant (whether or not Declarant owns title to the land constituting the additional stage of development at the time of annexation) without such approval by the membership. The Owners of Lots in such annexed property, as well as all other Owners 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, provided that such annexed property shall be impressed with and subject to at least the annual maintenance assessment imposed hereby. As long as there is a Class "B" membership, the annexation of additional properties, and the amendment of this Declaration shall require the prior approval of the Federal Housing Administration or the Veteran's Administration of the Veterans Administration.

Upon a merger or consolidation of the Association with another Association, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated Association, or alternatively, the properties, right and obligations of another Association may be added to ther properties, right 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. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants and restrictions established by this Declaration and no merger or consolidation shall be permitted except upon approval of two-thirds (2/3rds) of each class of Members of the Association.

ARTICLE VII

General Provisions

Section 1. 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 forty (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, unless instrument signed by a majority of the then owners of the Lots has been recorded

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STATE OF TENNESSEE
COUNTY OF FORT BEND
The above and foregoing is a true and correct copy of the same as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.
I hereby certify, on March 21, 1987

County Clerk
Fort Bend County, Texas
CLAYTON ROSENBERG

agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Fort Bend County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or then from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restriction, the Declarant of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declarant of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictitons shall control.

Section 3. Severability. Invalidation of any one of these covenants by judgement or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Briar Villa Homeowner's Association, the following actions will require the prior approval of the Federal Housing Administration and/or the Veteran's Administration; Annexation of additional properties; and amendments of this Declaration of Covenants, Conditions and Restrictions.

ATTEST:

KEVALAND TEXAS CORPORATION doing business
as Blue Ridge Associates

KEVALAND TEXAS CORPORATION

Henry E. Booher
H.E. Booher, Asst. Secretary

M. T. Nelligan
By: M.T. Nelligan, President
(Declarant)

IN WITNESS WHEREOF, this Declarant is executed this _____ day of October, 1982.

FRANCINE P. IHLENFIELD
Notary Public, State of Texas
My Commission Expires 8-13-86
Bonded by Carey C. Shaw

STATE OF TEXAS
COUNTY OF FORT BEND

Subscribed and sworn to before me this _____ day of _____, 1982.
Notary Public, State of Texas
My Commission Expires _____
Bonded by _____

Glady Rosenbaum
Glady Rosenbaum
Notary Public, State of Texas
My Commission Expires _____
Bonded by _____

DEED
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BRIAR VILLA COMMUNITY IMPROVEMENT
ASSOCIATION

By: Caryl Rochette
Member, Board Of Trustees

By: Carrie B. Brown
Member, Board Of Trustees

By: Harry E. Bonher
Member, Board Of Trustees

By: Ray D. Jone
Member, Board Of Trustees

By: _____
Member, Board Of Trustees

"Board Of Trustees"

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally
appeared M.T. Nelligan, 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 his capacity as President of KEVALAND TEXAS CORPORATION, doing
business as Blue Ridge Associates, as its binding act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of
October, 1982 A.D.

Francine P. Ihlenfeld
Notary Public in for Harris County
TEXAS

My Commission Expires:

8-13-86

FRANCINE P. IHLENFELD
Notary Public, State of Texas
My Commission Expires 8-13-86
Bonded by: Carey C. Shaw

Print Name

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy of
the same appears on file and recorded in the
public records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987

Glenn S. Shaw
County Clerk
Fort Bend County, Texas
Glenn S. Shaw
CLERK

THE STATE OF TEXAS :

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COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared CAROL ROCKETT, member of the Board of Trustees of Briar Villa Community Improvement Association, a Texas non-profit association, 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 Association.

October, 1982 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of

My Commission Expires:

8/13/86

Francine P. Ihlenfeld
Notary Public in and for Harris County
TEXAS

FRANCINE P. IHLENFELD

Notary Public, State of Texas

My Commission Expires 8/13/86

Bonded by Carey C. Shaw

Print Name

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared CARROLL B. BROWN, member of the Board of Trustees of Briar Villa Community Improvement Association, a Texas non-profit association, 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 Association.

October, 1982 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of

My Commission Expires:

8/13/86

Francine P. Ihlenfeld
Notary Public in and for Harris County
TEXAS

FRANCINE P. IHLENFELD

Notary Public, State of Texas

Print Name My Commission Expires 8/13/86

Bonded by Carey C. Shaw

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears of file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on

March 31, 1987



Gladys Rosenbaum
County Clerk
Fort Bend County, Texas

GLADYS ROSENBAUM

THE STATE OF TEXAS :
COUNTY OF HARRIS :

DEED
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BEFORE ME, the undersigned authority, on this day personally appeared Henry E. Basher, member of the Board of Trustees of Briar Villa Community Improvement Association, a Texas non-profit association, 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 Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25th day of October, 1982

My Commission Expires

8-13-86

Francine P. Ihlenfeld
Notary Public in and for Harris County
Texas
Notary Public, State of Texas
My Commission Expires 8-13-86
Bonded by Carey C. Shaw
PRINT NAME

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared GARY D. MOORE, member of the Board of Trustees of Briar Villa Community Improvement Association, A Texas non-profit association, 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 Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of October, 1982.

My Commission Expires

8-13-86

Francine P. Ihlenfeld
Notary Public in and for Harris County
TEXAS
FRANCINE P. IHLENFELD
Notary Public, State of Texas
My Commission Expires 8-13-86
Bonded by Carey C. Shaw
Print Name

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on March 31, 1987

Gladys Rosenbaum, Deputy
GLADYS ROSENBAUM

DEED

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THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared _____, member of the Board of trustees of Briar Villa Community Improvement Association, a Texas non-profit association, 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 Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

My Commission Expires _____

Notary Public in and for Harris County
TEXAS

Print Name _____

FILED FOR RECORD

AT 10:22 O'CLOCK P.M.

NOV 4 1982

Pearl Elliott
County Clerk, Fort Bend Co., Tex.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on



NOV 5 1982

Pearl Elliott
County Clerk, Fort Bend Co., Tex.

State of Texas
County of Fort Bend

I, Dianne Wilson, County Clerk of Fort Bend County, Texas,
do hereby certify that the foregoing is a true and correct copy
of the original record now on file and/or recorded by me in the
records as stamped hereon by me.

March 31, 1987 Date
DIANNE WILSON, County Clerk
Fort Bend County, Texas

By *Gladys Rosenbaum* Deputy
GLADYS ROSENBAUM