

**AMENDED DEED RESTRICTIONS
BRIAR PARK, SECTION ONE
F059876
159-20-0883**

THIS AGREEMENT, made and entered into the 15th day of February, A.D. 1977, by and between a majority of the owners of lots located in BRIAR PARK, SECTION ONE, a subdivision in Harris County, Texas, according to the map at plat thereof recorded at Volume 155, page 118, Map Records of Harris County, Texas.

WITNESSETH

WHEREAS, on the 15th day of February, A.D. 1969, the then owners and lienholders of all the lots located within BRIAR PARK, SECTION ONE established a uniform plan for the development, improvement, sale and preservation of the property within said BRIAR PARK, SECTION ONE, for the benefit of both the present and future owners of lots in said subdivision; and

WHEREAS, said uniform plan for the development, improvement, sale, and preservation of said subdivision was embodied in an agreement recorded at Volume 7520, Page 1 of the Deed Records of the Harris County, Texas on or about February 24, A.D. 1969; and

WHEREAS, said agreement, under "General Provisions", provides that said agreement may be changed in whole or in part by an instrument signed by a majority of the owners of the lots of said subdivision; and

WHEREAS, a majority of the owners of lots within said subdivision have consented to change the deed restrictions as hereinafter set out;

NOW THEREFORE, a majority of the owners of lots of the above described property do hereby adopt, establish and impose the following changes to the reservations, restrictions, covenants, and conditions imposed upon the aforementioned property by the original owners and lienholders thereto, which amendments and/or changes shall constitute covenants running with the title of the land and shall inure to the benefit of the undersigned and all other owners of lots within the property, their respective successors, assigns, heirs, and representatives and to each and every purchaser of lands in said addition and their successors, heirs, representatives, and assigns, and any one of said beneficiaries shall have the right to enforce the amendments.

MAINTENANCE CHARGE

1. "Each lot in BRIAR PARK, SECTION ONE is hereby subjected to an annual maintenance charge and assessment not to exceed TEN DOLLARS (\$10.00) per month or \$120.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within BRIAR PARK, SECTION ONE to the Briar Park Community Improvement Association in advance by quarterly installments, commencing January 1, 1977. The rate at which each lot will be assessed will be determined annually and may be adjusted from year to year by the Board of Directors of the Briar Park Community Improvement Association as the needs of the subdivision may in the judgment of that Association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per lot per month, or \$120.00 per lot per year.

Notwithstanding any of the foregoing, from and after January 1, A.D. 1978 and from and after the first day of January in each succeeding year, the maximum annual assessment as provided for above may be increased not more than 10% by the Board of Directors of the Briar Park Community Improvement Association without a vote of the membership of the Association or owners of lots within BRIAR PARK, SECTION ONE. Any increase in the maximum annual assessment of more than 10% of the maximum annual assessment for the previous year must have the assent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Any increase in the maximum annual assessment may be cumulative.

The present owners of the property hereinabove described and their successors and assigns agree to pay their and each of their proper proportion of said assessments for all lots in BRIAR PARK, SECTION ONE which are fully developed and saleable building sites. Briar Park Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of BRIAR PARK, SECTION ONE as well as all subsequent sections of Briar Park provided, however, that each future section of Briar Park to be entitled to the benefit of this Maintenance Fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Briar Park Community Improvement Association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: construction and maintaining parks, swimming pools, parkways, rights-of-way, easements, esplanades and other public area, collecting and disposing of garbage, ashes, rubbish and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting said property 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, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Briar Park Community Improvement Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of the Board of Directors of the Briar Park Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

In addition to the annual assessments authorized above, the Board of Directors of the Briar Park Community Improvement Association may levy in any assessment year, a "Special Assessment", applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each Deed by which the owner (grantor herein) shall convey such properties, or any part thereof, a Vendor's Lien for the benefit of the above mentioned Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the Improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, to contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.
3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants."

IN TESTIMONY OF WHICH, a majority of landowners of Briar Park, Section One have executed the same in their own behalf and for the purposes and considerations therein expressed, on the 15th day of February, A.D. 1977.

Scanned Image of Signatures (for larger image, see index web page):

<i>Leslie J. Hurley</i> Lot 31 Block 5	<i>Kenneth Chaloud</i> Lot 66 Block 5	<i>Ken C. Ben</i> Lot 17 Block 6
<i>John C. S. Hurley</i> Lot 31 Block 5	<i>James J. Bauer</i> Lot 8 Block 8	<i>William P. Pinner</i> Lot 17 Block 6
<i>James R. Bauer</i> Lot 20 Block 5	<i>William H. Brown</i> Lot 8 Block 8	<i>David M. Pinner</i> Lot 11 Block 6
<i>Sam E. Bauer</i> Lot 23 Block 5	<i>Barry K. Bauer</i> Lot 6 Block 8	<i>David M. Pinner</i> Lot 11 Block 6
<i>Alfred H. Miller</i> Lot 24 Block 5	<i>Kama K. Bauer</i> Lot 6 Block 8	<i>William P. Pinner</i> Lot 11 Block 6
<i>Kimberly Miller</i> Lot 24 Block 5	<i>Leon A. Bauer</i> Lot 27 Block 6	<i>William P. Pinner</i> Lot 11 Block 6
<i>Ken A. Bauer</i> Lot 28 Block 5	<i>William D. Bauer</i> Lot 13 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>James J. Bauer</i> Lot 28 Block 5	<i>Robert M. Bauer</i> Lot 21 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>James J. Bauer</i> Lot 12 Block 6	<i>Robert M. Bauer</i> Lot 21 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>David M. Pinner</i> Lot 12 Block 6	<i>David M. Pinner</i> Lot 20 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>David M. Pinner</i> Lot 35 Block 5	<i>David M. Pinner</i> Lot 20 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>David M. Pinner</i> Lot 55 Block 5	<i>David M. Pinner</i> Lot 19 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>Richard E. Bauer</i> Lot 37 Block 5	<i>David M. Pinner</i> Lot 19 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>David M. Pinner</i> Lot 24 Block 5	<i>David M. Pinner</i> Lot 18 Block 5	<i>William P. Pinner</i> Lot 9 Block 6
<i>David M. Pinner</i> Lot 42 Block 5	<i>David M. Pinner</i> Lot 21 Block 6	<i>William P. Pinner</i> Lot 9 Block 6
<i>David M. Pinner</i> Lot 43 Block 5	<i>David M. Pinner</i> Lot 46 Block 5	<i>William P. Pinner</i> Lot 9 Block 6
<i>David M. Pinner</i> Lot 44 Block 5	<i>David M. Pinner</i> Lot 41 Block 5	<i>William P. Pinner</i> Lot 9 Block 6
<i>Victoria F. Hurley</i> Lot 42 Block 5	<i>David M. Pinner</i> Lot 42 Block 5	<i>William P. Pinner</i> Lot 9 Block 6

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared David R. Hurley and wife, Victoria F. Hurley, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of February, A.D. 1977.

Signature of Notary
 Notary Public in and for
 Harris County, Texas
 Commission expires on July 1, 1977