

**AMENDED DEED RESTRICTIONS
BRIAR VILLAGE, SECTION ONE
F059874
159-20-0875**

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 VILLAGE, SECTION ONE, a subdivision in Harris County, Texas, according to the map at plat thereof recorded at Volume 170, page 90, Map Records of Harris County, Texas.

WITNESSETH

WHEREAS, on the 16th day of February, A.D. 1971, the then owners and lienholders of all the lots located within BRIAR VILLAGE, SECTION ONE established a uniform plan for the development, improvement, sale and preservation of the property within said BRIAR VILLAGE, 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 8318, Page 229 of the Deed Records of the Harris County, Texas on or about February 19, A.D. 1971; and

WHEREAS, said agreement, under section 33, provides that said agreement may be changed in whole or in part by the vote majority of the owners of the lots of said subdivision; and

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

NOW THEREFORE, a majority of the owners of lots of the above described property, acting by and through the Briar Park Community Improvement Association, Inc., 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.

MAXIMUM ANNUAL ASSESSMENTS

23. "Each lot in BRIAR VILLAGE, 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 VILLAGE, 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 VILLAGE, 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.

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.

IN TESTIMONY OF WHICH, the undersigned duly authorized President and Secretary of the Briar Park Community Improvement Association have executed or caused by these presents to be executed the same in their own behalf and as officers of said Association, on on this 15th day of February, A.D. 1977.

ATTEST: BRIAR PARK IMPROVEMENT ASSOCIATION, INC.

Secretary By _____
David R. Hurley, President

BEFORE ME, the undersigned authority, on this day personally appeared David R. Hurley, President of Briar Park Community Improvement Association, Inc., a corporation, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

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

Notary Public in and for Harris County, Texas