

THE STATE OF TEXAS |

C867415 102-32-0780

COUNTY OF HARRIS |

WHEREAS, WESTHEIMER DEVELOPMENT COMPANY, a Texas Corporation, Vaughn Eugene Counts and wife, Rebecca Holder Counts, Charles K. Abernathy and wife, Jena Abernathy, William B. Morgan and wife, Anna D. Morgan, Alfred C. Estes, Jr., and wife, and Kenneth G. Reasons and wife, Carolyn Reasons are the owners of all of the following described property, joined herein by HEIGHTS SAVINGS ASSOCIATION, CONTINENTAL BANK, TENNESSEE LIFE INSURANCE COMPANY, and FIRST CITY NATIONAL BANK OF HOUSTON, lienholders of all the following described property, in Harris County, Texas, to-wit:

Lots One (1) through Ten (10), both inclusive, Block One (1); Lots One (1) through Twenty-Four (24), both inclusive, Block Two (2); Lots One (1) through Thirty-Seven (37), both inclusive, Block Three (3); Lots One (1) through Twenty-Four (24), both inclusive, Block Four (4); Lots One (1) through Forty-Four (44), both inclusive, Block Five (5); Lots One (1) through Twenty-Four (24), both inclusive, Block Six (6); Lots One (1) through Seventeen (17), both inclusive, Block Seven (7), and Lots One (1) through Nine (9), all in BRIAR PARK, SECTION ONE (1), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume 155, Page 118, Map Records of Harris County, Texas;

WHEREAS, it is the desire of said owners and lienholders to establish a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both the present and the future owners of lots in said subdivision:

NOW, THEREFORE, the above-mentioned owners and lienholders of all of the above described property do hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title of the land and shall insure to the benefit of said parties, their respective successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal method is deemed advisable.

RESTRICTIONS, COVENANTS, AND CONDITIONS

1. **Land Use and Building Type.** All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"). No structure other than one detached single family dwelling not to exceed two stories in height and a detached or attached garage shall be erected, altered, placed, or permitted to remain on any residential lot. No lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved

- onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.
2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee hereinafter established as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat.
 3. **Dwelling Size.** The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 950 square feet of ground floor area for a dwelling of more than one story.
 4. **Type of Construction, Materials, and Landscape.**
 - (a) No residence shall have less than 51% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.
 - (b) A concrete sidewalk 4 feet wide will be constructed parallel to the curb at the property line along the entire front of all lots; in addition thereto 4 foot wide sidewalks will be constructed parallel to the curb along the entire side of all corner lots at the property line, and 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.
 - (c) No window or wall type air conditioners will be permitted to be used, erected, place or maintained on or in any building in any part of Briar Park, Section One.
 - (d) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
 - (e) No landscaping shall be done in the front of any dwelling in Briar Park, Section One until the landscaping layout and plans shall have first been approved by the Architectural Control Committee.
 - (f) No roof of any building shall be constructed of a material other than wood shingles without the written approval of the Architectural Control Committee.
 5. **Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line; provided however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot (except in the case of a garage or other

- permitted accessory building set back 65 feet as above provided) be less than fifteen per cent (15%) of the width of the lot, measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be considered as a part of the 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 or shortest dimensions abutting a street. Each main residence building will face the front of the lot.
6. **Minimum Lot Area.** No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,600 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforementioned minimum area.
 7. **Easements.** Easement for the installation and maintenance of utilities, drainage facilities, road, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents employees or servants to shrubbery, trees or flowers or other property of the owner situated on the land coved by said easements.
 8. **Annoyance or Nuisances.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.
 9. **Temporary Structures.** No structure of a temporary character whether trailer, basement, tent, shack, garage, barn or other out-building shall be maintained or used on any lot at any time as a residence, or for any other purpose either temporarily or permanently. No truck, trailer, automobile or other vehicle will be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.
 10. **Signs and Billboards.** No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than five square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period. The right is reserved by WESTHEIMER DEVELOPMENT COMPANY, its assigns and successors in interest to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general development and sale of property in this type of subdivision.
 11. **Oil and Mining Operations.** No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in

any lot nor shall oil wells, tanks, tunnels, mineral excavations or shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. **Storage and Disposal of Garbage and Refuse.** 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 with sanitary covers or lids. No lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon until the completion of the improvements.

ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be composed of Glenn W. Loggins, E. H. Monk, and Larry D. Johnson, of Houston, Texas. The foregoing members shall serve for a period of fifteen (15) years, or until their successors are duly appointed. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members or the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the expiration of fifteen (15) years from date of these restrictions, the then record owners of a majority of the lots in this subdivision shall have the power through a written instrument executed by the then owners of a majority of such lots and duly recorded in the office of the County Clerk, Harris County, Texas, to change the membership of the Committee and restore to the Committee any of its original powers and duties.
2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
3. At any time after fifteen (15) years from the date hereof the then record owners of a majority of the lots in this subdivision may elect to transfer all the right, powers, duties, purposes and functions of the committee to any non-profit civic club or similar association or organization shall succeed to all of the rights, powers, duties purposes, and functions of this Committee.
4. Specifically, but not by way of limitation, the Committee shall have the following rights, duties, privileges, functions, and purposes, to-wit:
 - (a) The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.

- (b) The right, but not the obligation, to enforce these restrictions, and/or to prevent violations thereof.
5. The Committee shall have the right to adopt rules for the conduct of its business, which shall not be inconsistent with anything herein contained.

Maintenance Charge

1. Each lot in Briar Park, Section One is hereby subjected to an annual maintenance charge and assessment not to exceed \$5.00 per month or \$60.00 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 Briar Park Community Improvement Association in advance quarterly installments, commencing January 1, 1969. The rate at which each lot will assessed will be determined annually, and may be adjusted from year to year by 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 \$5.00 per lot per month, or \$60.00 per lot per year. 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, right-of-way, easements, esplanades and other public areas, 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 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 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.

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, the Vendor's Lien for benefit of the above mentioned property owners 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 amount of the purchase price and/or the improvement of any such lot, and future 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 the 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.

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for the 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, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If these parties hereto, or any of the, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owing any real property, situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and other to prevent him or them from so doing or to recover damages or other dues for such violations.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no-wise affect any of the other provisions which shall remain in full force and effect.

IN TESTOMNY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized President and Secretary, executing same in his own behalf and for the purposes aforesaid, this 15th day of February, A.D. 1969.

ATTEST
Seal of Harris County Clerk

WESTHEIMER DEVELOPMENT COMPANY
(Owner)

Unreadable Signature
Secretary

By Unreadable Signature
President