

**AMENDMENT OF RESTRICTIONS**  
**BRIARWORTH, SECTION ONE (1)**

THE STATE OF TEXAS           §  
   §  
   §           F315011 176-13-2200  
 COUNTY OF HARRIS           §

WHEREAS, therefore, the MARVILY CORPORATION, as Owner of the hereinafter described property, executed and imposed thereon certain restrictions and covenants (herein call the "Restrictions"), the same having been filed for record on May 17, 1976, under Harris County Clerk's File No. E765670, recorded at Film Code No. 141-04-0242 of the Official Public Records of Real Property of Harris County, Texas, which said Restrictions covered the following described property, to-wit:

Lots One (1) through Ten (10), both inclusive, in BRIARWORTH SECTION ONE (1), according to the map or plat thereof recorded in Volume 236, Page 22 of the Property Records of Harris County, Texas.

And, WHEREAS, the undersigned, being all of the present Owners of the therein (and herein) described property, joined herein to the extent provided hereafter by the MARVILY CORPOATION (acting herein by and through its hereunto duly authorized officers) desire for the benefit of the parties hereto and for the future Owners of property in BRIARWORTH, SECTION ONE (1), to amend the said Restrictions and the same are hereby amended to provide as follows:

1. **Single Family Residential Construction.** No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more then a three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.
2. **Architectural Control.** No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee of Briar Village Community Association, Inc. or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect of topography and finish grade elevation. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.
3. **Minimum Square Footage Within Improvements.** The living area on the ground floor of the main structure exclusive of open porches and garages shall not b less than fourteen hundred (1,400) square feet for one-story dwellings nor less than one thousand (1,000) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall be not less than eighteen hundred (1,800) square feet.
4. **Location of the Improvements Upon the Lot.** No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less then fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, no building shall be located nearer than five (5) feet to an interior lot line except that a garage or other permitted accessory building located seventy-five (75) feet or more from the front line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant eaves, steps and unroofed terraces shall not be considered as part of a building

- provided, however, that this shall be construed to permit any portion of the construction on a lot to encroach upon another lot.
5. **Composite Building Site.** Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.
  6. **Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Neither Marvily or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.
  7. **Prohibition of Offensive Activities.** No activity, whether for profit or not, shall be carried on 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 become an annoyance or a nuisance to the neighborhood.
  8. **Use of Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly.
  9. **Storage of Automobiles, Boats, Trailers and Other Vehicles.** No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles may be screened from public view, either within the garage or behind the fence which enclosed the rear of the lot.
  10. **Mineral Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall 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.
  11. **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.
  12. **Walls, Fences and Hedges.** No walls, fence or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the Building setback line existing on such lot. No side lot line or rear lot line fence, wall or hedge shall be more than six (6) feet high. No chain link fence type construction will be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot by Marvily shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.
  13. **Visual Obstructions at the Intersection of Public Streets.** No object or thing which obstructs site lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.
  14. **Lot Maintenance.** The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full 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, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of

- default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof Marvily or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.
15. **Signs, Advertisements, Billboards.** No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign may be erected or maintained on any lot in said subdivision. Marvily or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is place on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.
  16. **Roofing Material.** The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in quality, weight and color to wood shingles, the decision of such comparison shall rest exclusively with the Architectural Control Committee or (3) crushed marble slag or pea gravel set in a built-up type roof. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.
  17. **Maximum Height of Antennae.** No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antenna of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.
  18. **Removal of Dirt.** The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.
  19. **The Briar Village Community Association, Inc.** Definitions:
    - (a) "Association" shall mean and refer to Briar Village Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 20.
    - (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a few simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.
    - (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
    - (d) "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the owners.
    - (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and all commercial reserves.
  20. **Maintenance Assessments.** There shall be imposed on each lot within the properties and the undersigned hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) Annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continued lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such lot.
  21. **Maximum Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment shall be Ninety-Six Dollars (\$96.00) per lot.
    - (a) From and after January 1 of the above-mentioned year the maximum annual assessment may be increased each year not more than three (3%) percent above the maximum

assessment for the previous year up to \$96.00 without a vote of the membership. This increase may be cumulative.

- (b) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.
22. **Owner's Easement of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:
- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
  - (b) The right of the Association to suspend the voting rights and right to use of the recreation facility by an owner for any period during which any assessment against this lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
  - (c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded.
  - (d) The right of the Association to collect and disburse those funds as set forth in Paragraph 20.
23. **Delegation of Use.** Any owner may delegate in accordance with the By-laws his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.
24. **Membership and Voting Rights.** Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have one class of voting membership:
- Members shall be all owners 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 of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.
25. **Rate of Assessment.** All lots in Briarworth, Section I shall commence to bear their applicable maintenance fund assessment simultaneously and shall be subject to the annual assessment determined by the Board of Directors (according to Paragraphs 22 and 26).
26. **Date of Commencement of Annual Assessments.** Due dates. The annual assessments provided for herein shall commence \_\_\_\_\_, 1977. The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. A new resident shall be required to pay his prorata share of current annual assessment at the time he acquires title to the property from the Seller. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.
27. **Effect of Non-Payment of Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.
28. **Subordination of Lien.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, 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 become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.
29. **Enforcement.** The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Wu and Cecila Wu, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Calvin E. Schaeffer and Joyce E. Schaeffer, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared John J. Pratt and Kay E. Pratt, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Ted C. McKeehan and Linda B. McKeehan, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of June 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Arnado Pubchada and Frances Pubchada, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of June 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared James Jenkins and Chrisanne Jenkins, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Rosemary Shelby 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Cecil E. Jackson and Sheila J. Jackson, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Marvin L. Jones and Nancy J. Jones, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of June, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared T. E. Webster Vice President of MARVILY CORPORATION, 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, in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23<sup>RD</sup> day of September, 1977.

Signature of Notary  
Notary Public in and for  
Harris County, Texas  
Seal