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COMPARED

*Rest  
S/S*

Blue Ridge Associates, et al  
To: Briargate Section One. Restrictions

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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

THIS DECLARATION, made on the date hereinafter set forth by BLUE RIDGE ASSOCIATES, a joint venture composed of Kevaland Texas Corporation, a Texas corporation, W-S Company, a Texas corporation, and J-L-R Company, a Texas corporation, hereinafter referred to as "Declarant", joined herein, as hereinafter provided, by First City National Bank of Houston, a national banking association; Buffalo Savings and Loan Association, a Texas savings and loan association, IDS Mortgage Corporation, a Delaware corporation; and Medical Center National Bank, Houston, a national banking association, hereinafter referred to as "Lienholders";

WITNESSETH:

WHEREAS, Declarant, Knickerbocker Development Corporation, and Coronado Building and Supply Co. are the owners of, and Lienholders are the holder of all indebtedness secured by liens upon that certain property in Fort Bend County, Texas, known as BRIARGATE SECTION ONE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 6, Page 15 of the Map Records of Fort Bend County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property 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, imposes and declares the following reservations, easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Properties. These reservations, easements, covenants, restrictions, and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Briargate Community Improvement Association, its successors and assigns, as provided for in Article V hereof.

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Section 2. "Properties" shall mean and refer to Briar-gate, Section One, subject to the Reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes; subject, however, to the provisions of Article V, Section 1, hereof, wherein it is provided that such terms shall have an expanded definition for the purposes of Articles V and VI hereof. "Single Family Lots" shall mean and refer to lots restricted to use for single-family residential purposes.

Section 4. "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.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Briargate, Section One, recorded in Volume 6, Page 15, of the Map Records of Fort Bend County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the Briargate, Section One Architectural Control Committee as provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat, further, establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum building set-back lines, and such Subdivision Plat further, designated Reserve "A" and Reserve "B", as shown thereon, as "Unrestricted" and such

Reserves "A" and "B" shall not be a part of the Properties nor subject to the provisions hereof unless otherwise specifically provided herein. Said Reserves "A" and "B" shall be used and utilized for purposes harmonious with the residential character of the remainder of the Properties and such uses may include any residential structure, facilities for recreational purposes, shops or facilities for the sale of foods, beverages, clothing, services and other items for personal uses, professional offices or clinics, automobile service stations or facilities of a similar nature. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof 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.

Section 2. Declarant reserves the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. 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 other property of the owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any lot or parcel of land in said addition by contract, deed or other conveyance shall not

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in any event be held or construed to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the addition, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

ARTICLE III

USE RESTRICTIONS

Section 1. LAND USE AND BUILDING TYPE. All Lots shall be used and utilized for residential purposes only. All Lots except Lots 1 through 19, inclusive, in Block 12, and Lots 57 through 67, inclusive, in Block 11, shall be used and utilized for single-family residential purposes. As used herein the term "single-family residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses. No structure shall be erected, altered, placed or permitted to remain on any Single Family Lot other than dwellings not to exceed two (2) stories in height and a garage for not less than two (2) or more than three (3) cars. No Lots shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, or character shall be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 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 location of the structure have been approved by the Architectural Control

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Committee as to quality of workmanship and materials, as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards all as is more fully provided for in Article IV hereinafter

Section 3. DWELLING SIZE. The total floor area, whether on one or more floors, of each main residential structure, exclusive of open porches and garages, shall be not less than 1,200 square feet.

Section 4. TYPE OF CONSTRUCTION, MATERIALS AND LANDSCAPE.

(a) No residence shall have less than 51% masonry veneer 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 within two (2) feet of the property line along the entire front of all Single Family Lots and along the entire side of all corner Single Family Lots, 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 walltype air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.

(d) Each kitchen in each dwelling or living quarters situated on any lot 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 single-family residence until the landscape layout and plans shall have first been approved by the Architectural Control Committee. Each residential structure shall have a tree of the

size and type specified by the Architectural Control Committee, such tree to be planted on the front of the lot therefor at the time the dwelling is being completed and before occupancy.

(f) 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 Subdivision Plat. The erection of chain link fences facing upon, and/or detached carports which open directly to, a street on any Single Family Lot is expressly prohibited. Fences of solid wood and/or masonry construction shall be constructed along the side lot line from the rear of the main dwelling to the rear lot line parallel to the street upon all Single Family Lots having a side lot line adjacent to a street. Such Single Family Lots include Lot 1, Block 1; Lot 7, Block 2; Lots 8, 9 and 44, Block 3; Lots 1, 7, 21, 28, 29 and 51, Block 4; Lots 1, 4, 11, 14, 15 and 21, Block 5; Lots 3, 4, 8 and 9, Block 6; Lots 1, 4, 17, 18, 24, 25 and 31, Block 7; Lot 1, Block 8; Lots 1, 17 and 18, Block 9; Lots 1, 5, 10, 13, 21, 22, 39, 40 and 57, Block 10; Lots 1, 14, 21, 22, 37, 38 and 56, Block 11; and Lots 20 and 43, Block 12.

Section 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 on any Single Family Lot nearer than five (5) feet to any interior lot line, except that a 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

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shall the sum of the side yard dimensions on any Single-Family Lot (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen percent (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 Single-Family 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 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 or shortest dimension abutting a street. Each main residence building will face the front of the lot.

Section 6. MINIMUM LOT AREA. No Single-Family lot shall be resubdivided, nor shall any building be erected or placed on any such lot having area of less than 6,500 square feet, provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any such lot or lots within said subdivision if such resubdivision results in each Resubdivided Single-Family Lot containing not less than the minimum lot area aforesaid.

Section 7. 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.

Section 8. TEMPORARY STRUCTURES AND STORAGE. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding 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,



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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 a 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 nor to prohibit the storage of a boat or movable equipment in the garage permitted on any lot covered hereby or elsewhere on any lot so long as any boat so stored is not visible from any street; and provided, further, that Declarant may maintain a field and sales office on one lot, which may be changed from time to time as lots are sold for residential purposes and that any builder constructing improvements on the Properties may place and maintain a field and sales office on a lot or lots during such construction (after which such shall be removed) if approval therefor is first obtained from Declarant.

Section 9. SIGNS AND BILLBOARDS. No signs, billboards, posters or advertising devices of any character shall be erected on any Single-Family Lot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision.

Section 10. 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 residential Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any such Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any such Lot.

Section 11. 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 constructed of metal, plastic or masonry materials, with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. Provided, further that no Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that 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 12. SIGHT OBSTRUCTION. No fence, wall, hedge, or shrub, which obstructs sight lines at elevations between two and one-half (2-1/2) and six (6) feet above the street elevation, shall be placed or permitted to remain on any corner lot within the triangular area formed by the edges of paved portions of the street and a line connecting them a point twenty (20) feet from the intersection of any two streets. The same sight line limits shall apply to all portions of lots lying within fifteen (15) feet of a curb line of a street. No trees shall be permitted to remain within the above sight lines unless the foliage line is maintained at height sufficient to prevent the obstruction of the above sight lines.

Section 13. UNDERGROUND ELECTRIC DISTRIBUTION. An underground electric distribution system will be installed in that part of Briargate Subdivision, Section 1, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Briargate Subdivision, Section 1, except Lots 1 and 2,

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Block 1; Lots 1 thru 35, Block 3; Lots 21 thru 34, Block 4; Lots 1 and 2, Block 8; Lots 1 thru 30, Block 9; Lots 8 thru 14, 46 and 47, 29 and 30, Block 11; Lots 40 thru 43, Block 12, (to which lots electric service shall be furnished from overhead distribution lines). The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 14. ROOFING MATERIALS. No roof of any building on any Single Family Lot shall be constructed or covered with any material except wood shingles without the written approval of the Architectural Control Committee.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. APPROVAL OF BUILDING PLANS. No building

Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI

MAINTENANCE CHARGE

Section 1. Each residential Lot is hereby subjected to an annual maintenance charge and assessment not to exceed \$12.00 per month or \$144.00 per annum, and each portion of Reserve "A" and "B", which constitutes a Lot for the purposes of the preceding Article V and this Article VI is hereby subjected to an annual maintenance charge and assessment not to exceed 0.0115 mills per square foot per month or 0.138 mills per square foot 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 to the Association in advance quarterly installments, commencing October 1, 1969, provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the assessed rate until the first day of the calendar quarter following the completion and occupancy of a permanent structure thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Properties may in the judgment of the Association require; provided that such assessment will be uniform as between residential lots and as between Lots other than residential lots, and the ratio between actual assessment and maximum assessment for residential lots and lots other than residential lots shall be the same, and, further, in no event will such assessment or charge exceed \$12.00 per residential lot per month or \$144.00 per residential lot per annum, or 0.0115 mills per month or 0.138

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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 quality of materials, as to structural soundness, 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 Briargate Section One ARCHITECTURAL CONTROL COMMITTEE. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, not less than seven (7) days prior to the proposed date for the 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 at its entire discretion. In the event said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. COMMITTEE MEMBERSHIP. The Architectural Control Committee shall be initially composed of Larry D. Johnson, Glenn W. Loggins and Ralph E. Reamer, who by majority vote may designate a representative to act for them.

Section 3. REPLACEMENT. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or 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 shall 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. Theroafter, 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 by two-thirds (2/3) vote of owners present and voting, the Briargate Community Improvement Association may threafter assume the duties and powers of the committee as follows: at any time after January 1, 1979, by two-thirds (2/3) vote of the members present and voting, the Briargate Community Improvement Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

BRIARGATE COMMUNITY IMPROVEMENT ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject, or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the Association, including contract sellers, shall be a member of the Briargate Community Improvement Association. The foregoing is not intended to include persons or entities who

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hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership. For the purposes of membership in the Association, and rights in connection therewith including voting rights, each Lot and each of Reserves "A" and "B", shall constitute a "Lot", and the term "Lot" or "Lots", wherever used in this Article V or in Article VI hereinafter, shall be deemed to include such Reserves.

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

Class A. Class A members shall be all those Owners as defined in Section 1. with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such 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. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1; provided that 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:

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- (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, 1979.

Section 3. BOARD OF TRUSTEES. The Association shall act through a five (5) member Board of Trustees elected annually in the month of January, beginning in January, 1971. The initial Board of Trustees, which shall serve through January 31, 1971, shall be composed of Larry D. Johnson, Glenn W. Loggins, Ralph E. Reamer, Clyde R. Bickham and John G. Thomas. Any vacancy on the Board of Trustees from whatever cause may be filled by the remaining member or members.

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

Section 5. NON-PROFIT CORPORATION. A non-profit corporation may be organized to assume and perform the duties and functions of the Association. Upon the organization of such corporation, and the approval of the Articles of Incorporation and By-Laws therefor by the Federal Housing administration or the Veteran's Administration, all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 6. INSPECTION OF RECORDS. The members of the

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mills per annum per square foot of lots other than residential lots. The Association shall use the proceeds of said maintenance fund for the use and benefit of all owners of Lots in Briargate Section One as well as the owners of any and all additional properties which are now or in the future entitled to the benefits of the Maintenance Fund; provided, however, to be entitled to the benefit of this Maintenance Fund, any additional properties must be impressed with and subjected to an 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 the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades, street lights and other public areas and/or facilities, 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 reasonably 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 Association to keep the property entitled to the benefit of the Maintenance Fund neat and in good order, or which is considered of general benefit to the owners or occupants of such property, it being 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 2. To secure the payment of the Maintenance Fund established hereby and to be levied on each individual lot above

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described, there shall be reserved in each Deed by which the Declarant shall convey such properties, or any part thereof, the 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 specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or 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 the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, 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.

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

ARTICLE VII

GENERAL PROVISIONS

Section 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 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

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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. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or for any person or persons owning any portion of the Properties to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants.

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

Section 3. FHA/VA APPROVAL. As long as there are Class B memberships in the Association, the written approval of the Federal Housing Administration or the Veterans Administration shall be required prior to the amendment of these Covenants, Conditions and Restrictions or the annexation of additional properties to be subject to the terms hereof.

IN TESTIMONY OF WHICH, the undersigned have executed or caused, these presents to be executed by and through its duly authorized officers, this 3<sup>RD</sup> day of NOVEMBER, 1969.

BLUE RIDGE ASSOCIATES, A Joint Venture (Declarant)

By: KEVALAND TEXAS CORPORATION

By: C.B. Flick  
Vice President

By: W-S COMPANY

By: W. Harold Selms  
Vice President



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By: J-L-R COMPANY

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By: Glen H. Loggin  
President



Patsy Jacobs  
Secretary

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KNICKERBOCKER DEVELOPMENT CORPORATION



David Donatto  
Secretary

By: [Signature]  
President

CORONADO BUILDING AND SUPPLY CO.



James H. Janca  
Secretary

By: [Signature]  
President

THE STATE OF <sup>Colorado</sup> ~~TEXAS~~ §  
<sup>Denver</sup>  
City COUNTY OF HARRIS §

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BEFORE ME, the undersigned authority, on this day personally appeared C. B. Fick <sup>Wick</sup>, President 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, and as the act and deed of said corporation.

Given Under My Hand and Seal of Office, this the 6<sup>th</sup> day of November, A.D., 1969.



RECORDER'S MEMORANDUM:  
The change made in ink on this instrument were present at the time instrument was filed and recorded.

Helen C. Greene  
Notary Public in and for City and County of Denver, Colorado  
My Commission expires April 25, 1970

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. Harold Sellers <sup>Wes</sup>, President of W-S COMPANY, 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, and as the act and deed of said corporation.

Given Under My Hand and Seal of Office, this the 10<sup>th</sup> day of November, A.D., 1969.



Delores C. Brown  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Glenn W. Higgins, President of J-L-R COMPANY, 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, and as the act and deed of said corporation.

Given Under My Hand and Seal of Office, this the 20<sup>th</sup> day of November, A.D., 1969.



Shirley P. Anderson  
Notary Public in and for Harris County, Texas

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111-23-2392

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared S. R. Ringer, President of KNICKERBOCKER DEVELOPMENT 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 and in the capacity therein stated as the act and deed of said corporation.



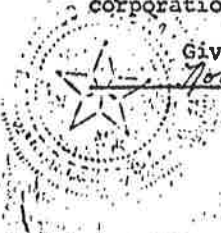
Given Under My Hand and Seal of Office this 19<sup>th</sup> day of November, 1969.

S. R. Ringer  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bob J. Jorca, President of CORONADO BUILDING AND SUPPLY CO., 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 and in the capacity therein stated and as the act and deed of said corporation.



Given Under My Hand and Seal of Office this 5<sup>th</sup> day of November, 1969.

J. Jorca  
Notary Public in and for  
Harris County, Texas

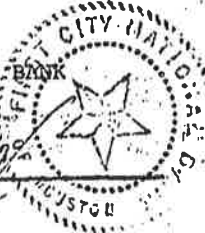
DEED RECORDS  
VOL. 7828 PAGE 49

First City National Bank of Houston, Buffalo Savings and Loan Association, IDS Mortgage Corporation and Medical Center National Bank, Houston, the owners and holder of liens covering certain properties comprising Briargate, Section One, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 6, Page 15 of the Map Records of Fort Bend County, Texas, join in placing the above reservations, restrictions, easements and covenants on said Briargate Section One, and agree that the dedication and subdivision of said property by the above mentioned plat and the said reservations, restrictions, easements and covenants shall continue in full force and effect and be binding upon the said First City National Bank of Houston, Buffalo Savings and Loan Association, IDS Mortgage Corporation and Medical Center National Bank, Houston, their successors and assigns.

111-23-2393

FIRST CITY NATIONAL BANK  
OF HOUSTON

By: [Signature]  
Vice President



ATTEST:

Walter M. Spry  
Assistant Cashier

BUFFALO SAVINGS AND LOAN  
ASSOCIATION

By: [Signature]  
President

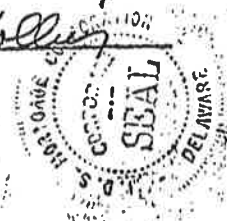


ATTEST:

Richard E. Henderson  
Cashier

IDS MORTGAGE CORPORATION

By: [Signature]  
Vice President



ATTEST:

[Signature]  
Assistant Vice President

DEED VOL 521 PAGE 776

DEED RECORDS  
VOL 7828 PAGE 50

MEDICAL CENTER NATIONAL  
BANK, HOUSTON

By: *Jamieson M. M...*  
Senior Vice President



111-23-2394

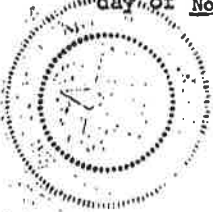


DEED RECORDS  
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THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared N. Joe Hollier, Vice President  
~~President~~ of IDS MORTGAGE 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, and as the act and deed of said corporation.

Given Under My Hand and Seal of Office, this the 3rd day of November, A.D., 1969.



Willie Norton Sikes  
Notary Public in and for  
Harris County, Texas

111-28-2396

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James H. Brown, Senior Vice President  
~~President~~ of MEDICAL CENTER NATIONAL BANK, HOUSTON, a national banking 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 corporation.

Given Under My Hand and Seal of Office, this the 3rd day of November, A.D., 1969.



Karen Sue Day  
Notary Public in and for  
Harris County, Texas

FILED FOR RECORD

NO. \_\_\_\_\_ TIME: 4:30 PM

NOV 24 1969

Ella Macek

COUNTY CLERK, Fort Bend County, Texas

Duly Recorded this the 25 day of November A.D. 1969 at 4:30 O'clock P.M.

By Doris Wolf Deputy

Ella Macek, County Clerk  
Fort Bend County, Texas

THE STATE OF TEXAS S  
COUNTY OF HARRIS S

DEED RECORDS  
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BEFORE ME, the undersigned authority, on this day personally appeared R. J. Sued, Jr., President of FIRST CITY NATIONAL BANK OF HOUSTON, a Texas Banking 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.

111-28-2395

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of November, A.D., 1969.



Martha P. Clark  
Notary Public in and for  
Harris County, Texas

Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1971

THE STATE OF TEXAS S  
COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared RAY C. LANGFORD, President of BUFFALO SAVINGS AND LOAN ASSOCIATION, a Texas Savings and Loan 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 5 day of Nov., A.D., 1969.



Geraldine Lewis  
Notary Public in and for  
Harris County, Texas