



AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRIARGATE, SECTION NINETEEN

THE STATE OF TEXAS X
X KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND X

This Declaration, made on the date hereinafter set forth by BRIARGATE COMMUNITY IMPROVEMENT ASSOCIATION, INC. a Texas Non-Profit Corporation hereinafter referred to as (the "Association") and the attached written agreement of 66 2/3% of the Owners in Section Nineteen (19) of Briargate a subdivision of 10.79 acres of land in the John Lafayette Survey, A-280, City of Houston, Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 2121A of the Plat Records of Fort Bend County, Texas.

WITNESSETH:

WHEREAS, the original Declaration of Covenants and Restrictions was filed of record in the Real Property Records of Fort Bend County, Texas on March 13, 2002 under Clerk's File Number 2002025928, and all amendments thereto, shall be binding upon and inure to the benefit of all owners of lots in Briargate, Section Nineteen (19), and all persons claiming under them, unless an instrument signed by 66 2/3 % of the Owners in Briargate, Section Nineteen (19), shall be filed for record in Fort Bend County, Texas, amending said covenants and restrictions in whole or in part; and,

WHEREAS, it is the desire of the undersigned 66 2/3 % of the Owners lots to amend Article IV., and Article V. of the Declaration of Covenants and Restrictions for Briargate Section Nineteen (19), in order to formally approve, announce and denote Briargate Community Improvement Association, Inc., as the entity for collection, expenditure and management of the maintenance funds, enforcement of the restrictions contained in the Declaration of Covenants and Restrictions providing for the maintenance, preservation and architectural control of the lots, the general supervision of all of the affairs of and the promotion of the health, safety and welfare of the Owners, in order to further establish and preserve the uniform plan of the subdivision and enhance the property values of the present and future owners of lots in said subdivision:

NOW THEREFORE, the undersigned 66 2/3 % of the Owners in Briargate, Section Nineteen (19) hereby adopts the following Amendment of the Declaration of Covenants and Restrictions for Briargate, Section Nineteen (19) which Amendment of the Declaration of Covenants and Restrictions shall expressly amend all of Article IV., and Article V., of the said Declaration of Covenants and Restrictions for Briargate, Section Nineteen (19), herein above mentioned by the hereinafter stated language which shall wholly substitute and amend the above stated Articles; provided, however that except as amended hereby, the Declaration of Covenants and Restrictions for Briargate, Section Nineteen (19), and all amendments thereto, are hereby ratified and confirmed and continue in full force and effect. This Amendment of the Declaration of Covenants and Restrictions for Briargate,

Section Nineteen (19), shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and shall be amended as set forth hereafter:

ARTICLE V.

BRIARGATE COMMUNITY IMPROVEMENT ASSOCIATION, INC.

SECTION 1. Membership. Every person or entity who is a record Owner of any of the Lots which are subject to maintenance charge assessment by the Association, including contract sellers, shall be a member of the Briargate Community Improvement Association, Inc. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation of those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to use and benefit of all Common Areas now existing or that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth provided that each future section must be impressed with and subject to an annual maintenance charge imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be annexed by action of the Board of Directors of the Association and the necessary approval of the Owners. Upon a merger or consolidation of the Association with another Association, the Association's Lots, rights, and obligations may be transferred to another surviving or consolidated Association, or alternatively, the Lots, rights and obligations of another Association may be added to the Lots, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the Lots of the other Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration. No such merger or consolidation shall be permitted except upon approval of two-thirds vote of the members of the Association.

SECTION 2. Maintenance Assessments. The Lots shall be impressed with and subject to the maintenance assessment created in the Declaration of Covenants and Restrictions and hereby continues, ratifies and imposes on each Lot within the Lots and hereby covenants and each Owner of any Lot by acceptance of a deed thereto, 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, and (2) special assessments for capital improvements, and (3) security fees, late charges or other fees and charges for use of the Common Area or for services provided to the Owners, as permitted by state law. The annual and special assessments, security fees, late charges and other fees and charges for use of the Common Area or for services provided to the Owners, together with interest, costs and reasonable attorney's fees, shall be charge on the land and shall be secured by a vendor's lien which was created in the original Declaration of Covenants and Restrictions and hereby affirms that the vendor's lien was reserved in favor of the Association and its successors and assigns, upon each Lot against which each such assessment is made to the same extent as if retained as a vendor's lien in each deed to any such Lot and expressly assigned to the Association. Each such assessment, special assessment, security fee, late charge, or other fee or charges, for use of the Common Area or for services provided to the Owners, together with any accrued interest and all collection costs and reasonable attorney's fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such Lot at the time when each assessment becomes due and payable. The personal obligation for delinquent assessments shall pass to such person's or entity's assignee or successor in title unless such assignee or successor in title notifies the Association of its purchase of the Lot and obtains the Association's certification that prior assessments have been paid and are current.

SECTION 3. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Lots for the improvement and maintenance of any Common Area, and for paying other valid business expenses of the Association, including but not in limitation of insurance premiums, management fees, professional fees, and other fees for materials and/or services purchased by the Association. The foregoing enumeration of purposes of the assessments shall not be deemed to require the Association to use the funds derived from such assessments for any one or more of such purposes or to require that any particular amount of funds be expended for any particular purpose. The Association shall be entitled to expend such amounts and for such of the foregoing enumerated purposes as it shall determine, in the exercise of its reasonable and prudent judgement, to be necessary and proper.

SECTION 4. Maximum Annual Assessment. The initial rate of assessment for each Lot with a living unit constructed thereon shall be \$120.00 per year; provided, however, that for any calendar year, the Association may increase said rate as the needs of the Association and the judgement of the Association require; except that any such increase shall cause the annual assessment to rise no more than one hundred ten percent (110%) of the amount assessed in the preceding calendar year, whichever is greater. Any larger increase than stipulated herein above shall require the vote of two-thirds (2/3) of the members present, who are voting in person or by proxy, at a meeting duly called for that purpose.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against all Lots, in any assessment year, a special assessment applicable to 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 any Common Area, including fixtures and personal property related thereto, provided that any such assessment must have the consent or assent of a majority of the members present who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6. Owner's Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to any 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 on any Common Area.

(b) The right of the Association to suspend the voting rights and the right to use the recreation facility by an Owner for any period during which any assessment against his 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 any Common Area to any public agency, authority or utility for such purposes and subject to any conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to collect and reimburse those funds as set forth in Section 2, Article V.

SECTION 7. Voting Rights. The Association shall have one class of voting membership and all Owners shall be Members, 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, however, 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 each Lot.

SECTION 8. Rate of Assessment. Each Lot in Briargate Section Nineteen (19) shall commence to bear its applicable maintenance fund assessment and security fee or other fee or charges from and after January 1, 2004. Such annual assessment, special assessment, security fee or other fee or charge for use of the Common Area or for services provided to the Owners, shall be levied at a rate equal to the rate charged similar classifications of lots already within the jurisdiction of the Association. Lots that are occupied by residents shall be subject to an annual assessment or security fee or other fee or charges as determined pursuant to Sections 4 and 5, Article V. The rate of assessment and security fee or other fee or charge for use of the Common Area or for services provided to the Owners, for an individual Lot, within a calendar year, shall change as the character of ownership and the status of occupancy by a resident changes. The applicable assessment or security fee or other fee or charge for use of the Common Area or for services provided to the Owners, for such a Lot shall be prorated according to the rate

required for each type of ownership.

SECTION 9. Date of Commencement of Annual Assessments/Due Dates. The annual assessments provided for herein shall commence as to each lot on the dates established by the Board of Directors. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the start of each annual assessment period; and written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for payment of such annual assessments 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 specific Lot have been paid.

SECTION 10. Effect of Non-Payment of Assessment or Security Fee or Other Fee or Charge. If any regular assessment, special assessment, or security fee or other fee or charge for use of the Common Area or for services provided to the Owners, is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the rate of ten percent (10%) per annum, and, if placed in the hands of an attorney for collection or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, as attorney's fees. The Association, as a common expense of all Members thereof, may institute and maintain an action at law or in equity against any defaulting Member thereof to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

SECTION 11. Liens to Secure Charges and Assessments. All regular and special maintenance charges or assessments, security fees or other fee or charge for use of the Common Area or for services provided to the Owners, as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members thereof. Subject to the conditions that such Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

(a) All liens for taxes or special assessments levied by the City, County and State governments, or any political subdivision or special district thereof; and

(b) All liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable; and

(c) All liens, including, but not limited to, vendor's liens, deeds of trust and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot when the same is purchased from a builder, or by an Owner, or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage,

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRIARGATE, SECTION NINETEEN (19)

Execution of this instrument evidences my approval for passage and adoption of the Amendment of the Declaration of Covenants and Restrictions for the listed property in Briargate, Section Nineteen (19).

[Signature] [Signature]
Owner's printed name: Doran Brigance Owner's printed name: Nikita Brigance

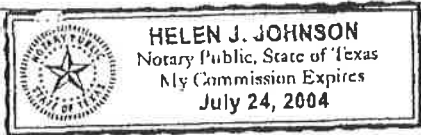
Section Nineteen (19), Block 1, Lot 37

Property Address: 15735 Briargate Ct.

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on March 25, 2004

By _____ and _____



[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of the Declaration of Covenants and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: _____ Owner's printed name: _____

Section Nineteen (19), Block _____, Lot _____

Property Address: _____

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on _____, 2004

By _____ and _____

NOTARY PUBLIC, State of Texas

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRIARGATE, SECTION NINETEEN (19)

Execution of this instrument evidences my approval for passage and adoption of the Amendment of the Declaration of Covenants and Restrictions for the listed property in Briargate, Section Nineteen (19).

Jose Armendariz Michelle Armendariz

Owner's printed name: Jose Armendariz Owner's printed name: Michelle Armendariz

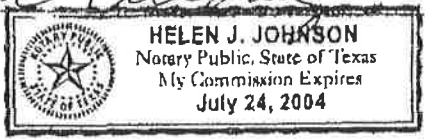
Section Nineteen (19), Block 1, Lot 44

Property Address: 15738 Briargate Ct.

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on March 24, 2004

By [Signature] and Michelle Armendariz



[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of the Declaration of Covenants and Restrictions for the listed property in Briargate, Section Nineteen (19).

[Signature] [Signature]

Owner's printed name: Santos AMAYA Owner's printed name: Gina MONCADA

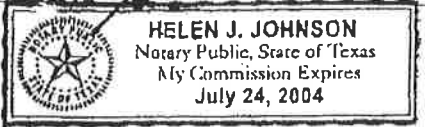
Section Nineteen (19), Block 1, Lot 2

Property Address: 6514 Briargate Trails Missouri City TX 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 3-24, 2004

By [Signature] and [Signature]



[Signature]
NOTARY PUBLIC, State of Texas

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRIARGATE, SECTION NINETEEN (19)

Execution of this instrument evidences my approval for passage and adoption of the Amendment of the Declaration of Covenants and Restrictions for the listed property in Briargate, Section Nineteen (19).

Arthur Cookhorne Terre Cookhorne
Owner's printed name: Arthur Cookhorne Owner's printed name: Terre Cookhorne

Section Nineteen (19), Block 1, Lot 51

Property Address: 1503 Briargate Trails

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 03/24/04, 2004
By [Signature] and [Signature]



[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of the Declaration of Covenants and Restrictions for the listed property in Briargate, Section Nineteen (19).

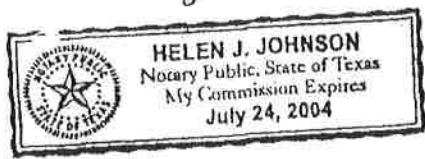
Yokira Wyatt Yokira Wyatt
Owner's printed name: Yokira Wyatt Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 47

Property Address: 15726 Briargate Court Missouri City, TX 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 3-24, 2004
By Yokira Wyatt and _____



[Signature]
NOTARY PUBLIC, State of Texas

Briargate, Section Nineteen (19)

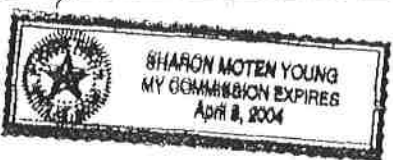
Bruce W. & Delores J. Guillory Sr. - Delores J. Guillory

Owner's printed name: Bruce W. Guillory Sr. Owner's printed name: Delores J. Guillory

Section Nineteen (19), Block 1, Lot 49

Property Address: 15718 Briargate Ct.

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Bruce Guillory and Delores Guillory

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

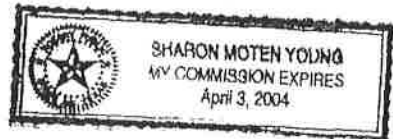
Angela Revis

Owner's printed name: Angela Revis Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 43

Property Address: 15759 Briargate Court

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Angela Revis and _____

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

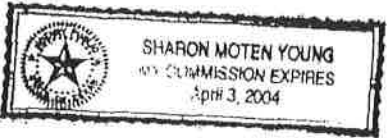
Linda Beck

Owner's printed name: Linda Beck Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 40

Property Address: 15747 Briargate Court

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



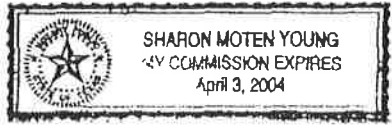
Briargate, Section Nineteen (19).

Felicia Stewart
Owner's printed name: Felicia Stewart Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 20

Property Address: 15627 Briargate Ct

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Felicia Stewart and _____

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Carolyn Craig Richard Craig

Owner's printed name: Carolyn Craig Owner's printed name: Richard Craig

Section Nineteen (19), Block 1, Lot 39

Property Address: 15743 Briargate Ct.

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Carolyn Craig and Richard Craig

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

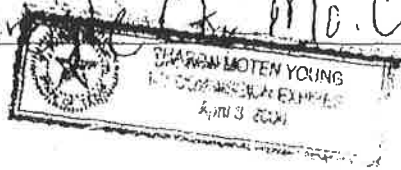
Johnny Hurst

Owner's printed name: Johnny Hurst Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 36

Property Address: 15731 Briargate Ct. Mc. City, Tx 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



September 28

AS PER ORIGINAL

Briargate, Section Nineteen (19)

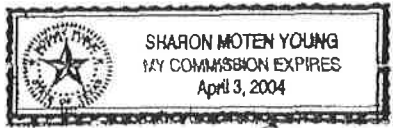
Angela Whitaker

Owner's printed name: Angela Whitaker Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 35

Property Address: B727 Briargate Ct

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Angela Whitaker and _____

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

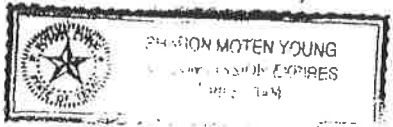
Lanita D. Wilkins

Owner's printed name: Lanita D. Wilkins Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 16

Property Address: 15611 Briargate Ct. Mo. City Tx. 77439

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Lanita Wilkins and _____

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

Joseph Mosley Markhamel Greene-Jobling
Owner's printed name: Joseph Mosley Owner's printed name: Markhamel Greene-Jobling

Section Nineteen (19), Block 1, Lot 52

Property Address: 4567 Briargate Trk Mo. City Tx 77429

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003

AS PER ORIGINAL

Briargate, Section Nineteen (19).

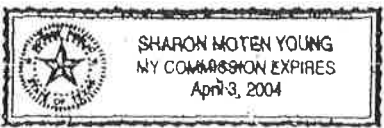
Colleen P. Alexander

Owner's printed name: Colleen P. Alexander Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 24

Property Address: 15643 Briargate Court, Missouri City, TX 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on 11-16, 2003
by Colleen Alexander and _____

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

Tiffany L. Webb
Owner's printed name: Tiffany L. Webb Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 15

Property Address: 15607 Briargate Court Missouri City, TX 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on November 16, 2003
by Tiffany Webb and _____

Sharon Moten Young
NOTARY PUBLIC, State of Texas

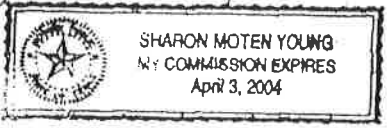
Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

Barbara Doney
Owner's printed name: Barbara Doney Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 11

Property Address: 15622 Briargate CT, Missouri City, TX 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X



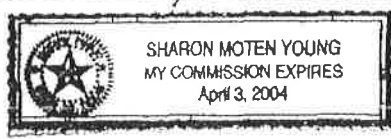
Briargate, Section Nineteen (19).

Owner's printed name: Kadaphina Alwhite Owner's printed name: MACHARIA M. NIAU

Section Nineteen (19), Block 1, Lot 13

Property Address: 15602 Briargate Court, Missouri City, TX ⁷⁷⁴⁸⁹

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



AS PER ORIGINAL

This instrument was acknowledged before me on September 28, 2003
by KADAPHINA WHITE and MACHARIA NIAU

Sharon Moten Young
NOTARY PUBLIC, State of Texas

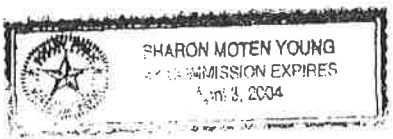
Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: Trodney Watson Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 33

Property Address: 15719 Briargate Ct Missouri City, Tx 77459

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Trodney Watson and _____

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: Dorow Brigance Owner's printed name: Dorow Brigance

Section Nineteen (19), Block 1, Lot 37

Property Address: 15735 Briargate Ct

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on _____, 2003

Briargate, Section Nineteen (19).

Samuel James

Owner's printed name: Samuel James Jr Owner's printed name: HILDENE JAMES

Section Nineteen (19), Block 1, Lot 32

Property Address: 15715 Briargate Ct.

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on November 16, 2003
by Samuel James Jr and Hildene James

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

Natasha Shelton

Owner's printed name: Natasha Shelton Owner's printed name:

Section Nineteen (19), Block 1, Lot 31

Property Address: 15711 Briargate Ct. Missouri City, TX

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on November 16, 2003
by Natasha Shelton and

Sharon Moten Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

Daisy Gannon

Coletina Fuentes

Owner's printed name: Daisy Gannon Owner's printed name: Coletina Fuentes

Section Nineteen (19), Block 1, Lot 29

Property Address: 15703 Briargate Court

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on November 16, 2003

AS PER ORIGINAL

Briargate, Section Nineteen (19).

[Signature]

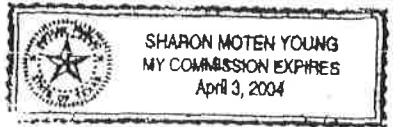
Sabrina Turner

Owner's printed name: Cory Alan Turner Owner's printed name: Sabrina Turner

Section Nineteen (19), Block 1, Lot 7

Property Address: 15038 Briargate Court Missouri City, TX 77489

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on November 16, 2003 by Sabrina Turner and _____

[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

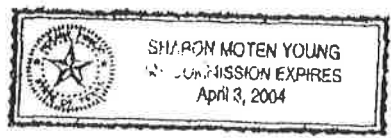
Deantra Sarsoni Walker Shawn Walker

Owner's printed name: Deantra Sarsoni Walker Owner's printed name: Shawn Walker

Section Nineteen (19), Block 1, Lot 54

Property Address: 1515 Briargate Trails

THE STATE OF TEXAS X
COUNTY OF FORT BEND X



This instrument was acknowledged before me on November, 2003 by Deantra Walker and Shawn Walker

[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: _____ Owner's printed name: _____

Section Nineteen (19), Block _____, Lot _____

Property Address: _____

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

AS PER ORIGINAL

Briargate, Section Nineteen (19).

Gwendolyn Scott

Bennie Scott

AS PER ORIGINAL

Owner's printed name: Gwen Scott

Owner's printed name: BENNIE SCOTT

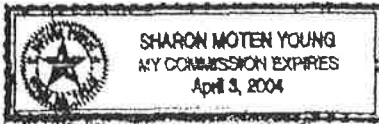
Section Nineteen (19), Block 191, Lot 18

Property Address: 15619 Briargate Ct. Mo. City. 77489

THE STATE OF TEXAS X

X

COUNTY OF FORT BEND X



This instrument was acknowledged before me on September 28, 2003
by Gwen Scott and Bennie Scott

Sharon Young
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

Owner's printed name: _____ Owner's printed name: _____

Section Nineteen (19), Block _____, Lot _____

Property Address: _____

THE STATE OF TEXAS X

X

COUNTY OF FORT BEND X

This instrument was acknowledged before me on _____, 2003
by _____ and _____

NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the
Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property
in Briargate, Section Nineteen (19).

Owner's printed name: _____ Owner's printed name: _____

Section Nineteen (19), Block _____, Lot _____

Property Address: _____

THE STATE OF TEXAS X

X

COUNTY OF FORT BEND X

Briargate, Section Nineteen (19).

Herby Berryhill

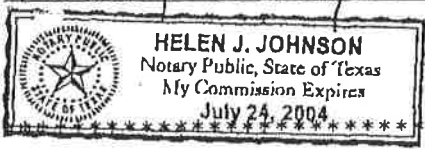
Owner's printed name: Herby Berryhill Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 50

Property Address: 15714 Briargate Ct

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23-2003, 2003
by Herby Berryhill and RANDALL Q. SMITH



Helen Johnson
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

[Signature]
Owner's printed name: Ray Hicks

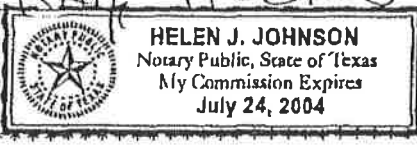
[Signature]
Owner's printed name: Sharon Hicks

Section Nineteen (19), Block 1, Lot 28

Property Address: 15659 Briargate Ct.

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003
by Ray Hicks and RANDALL Q. SMITH



Helen Johnson
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

[Signature]
Owner's printed name: Angelic K. Brailey

Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 10

Property Address: 15626 Briargate Courts

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

Briargate, Section Nineteen (19).

Jessica McGill

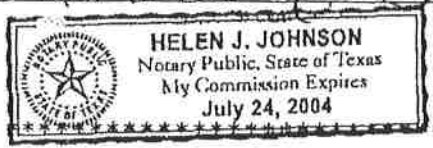
Owner's printed name: Jessica McGill Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 30

Property Address: 15707 Briargate Ct

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003
by Randall Q Smith and Jessica McGill



Helen J. Johnson
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: _____ Owner's printed name: _____

Section Nineteen (19), Block _____, Lot _____

Property Address: _____

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on _____, 2003
by _____ and _____

NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: _____ Owner's printed name: _____

Section Nineteen (19), Block _____, Lot _____

Property Address: _____

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on _____

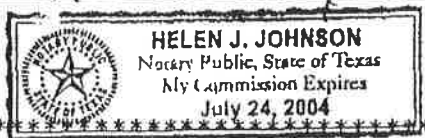
Owner's printed name: FEM OLANITI Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 21

Property Address: 15631 BRIARGATE CT, MU CITY, TX 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23-, 2003
by FEM OLANITI and RANDALL Q. SMITH



Helen J. Johnson
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: _____ Owner's printed name: CHERYL JONES

Section Nineteen (19), Block 1, Lot 34

Property Address: 15723 Briargate Ct. Missouri City, Tx 77489

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003
by CHERYL JONES and RANDALL Q. SMITH



Helen J. Johnson
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: Bruce W. Guillory Sr. Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 49

Property Address: 15718 Briargate Ct.

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23-, 2003,

Owner's printed name: Lashunna Martin Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 26

Property Address: 15651 Briargate Ct.

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003
by LASHUNNA Martin and RANDALL Q. SMITH



[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

[Signature]

Owner's printed name: Jones, Deryk L. Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 4

Property Address: 6502 Briargate Trails M

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003
by Deryk Jones and RANDALL Q. SMITH



[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

[Signature]

Owner's printed name: Javice Boone Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 22

Property Address: 15635 Briargate Court

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003

AS PER ORIGINAL

Owner's printed name: Alvin R. Brown Owner's printed name: JAMESETTA BROWN

Section Nineteen (19), Block 457551, Lot 42

Property Address: 15755 Briargate Court

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23-, 2003
by Alvin Brown and Jamesetta Brown



[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Katerina Holliday

Owner's printed name: Katerina Holliday owner's printed name: [Signature]

Section Nineteen (19), Block 1, Lot 1

Property Address: 10522 Briargate Trails

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003
by KATERINA HOLLIDAY and [Signature]



[Signature]
NOTARY PUBLIC, State of Texas

Execution of this instrument evidences my approval for passage and adoption of the Amendment of Declaration of Covenants, Conditions and Restrictions for the listed property in Briargate, Section Nineteen (19).

Owner's printed name: Leolana Jackson Owner's printed name: _____

Section Nineteen (19), Block 1, Lot 53

Property Address: 6511 Briargate Trails

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on 9-23, 2003

RET

EXCALIBUR PROCESS SERVICE

MITCHELL OR DOROTHY WINOGRAD

P.O. BOX 924095

HOUSTON TX 77292-4095

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2004 Aug 20 03:52 PM

2004102996

AM \$49.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS