

WHEREAS, BLUE RIDGE ASSOCIATES, a joint venture composed of Kealand Texas Corporation, a Texas corporation, and J-L-R Company, a Delaware corporation, are owners of the following described property, joined herein by the SUFFOLK FRANKLIN SAVINGS BANK, a banking corporation, as lienholder of the following described property situated in Fort Bend County, Texas, to-wit:

All the lots in BRIARGATE, SECTION TWO (2), save and except Lots Twenty-Two (22) through Twenty-Seven (27), both inclusive, Block Thirteen (13), and Reserves "A" and "B", which lots and reserves shall not be a part of the properties nor subject to the provisions hereof except as specifically provided herein, a subdivision in Fort Bend County, Texas, according to the Map or Plat thereof recorded in Volume 9, page 3, in the Map Records of Fort Bend County, Texas.

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

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

Restrictions, Covenants, and Conditions

1. Land Use and Building Type. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, placed, altered, or permitted to remain on any residential lot other than one (1) single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than two (2) or more than

to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no lot 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 ever be moved onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee composed of Glenn W. Loggins, Larry D. Johnson, and R. E. Reamer, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. However, if the committee does not act in 30 days, the plans and specifications are automatically approved.

3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one (1) story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2), or a two (2) story dwelling be less than 1,200 square feet.

4. Type of Construction, Materials and Landscape.

- (a) No residence shall have less than 51 percent or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.
- (b) No roof of any material except wood shingles shall be constructed in Briargate, Section Two (2), without the written consent of the Architectural Control Committee.
- (c) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along

foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

- (d) No window or wall type air-conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of Briargate, Section Two (2).
- (e) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (f) No landscaping shall be done in the front of any dwelling in Briargate, Section Two (2) until the landscape layout and plans have first been approved by the Architectural Control Committee; such landscaping is to be planted in the parkway area and on the front of the lot at the time the dwelling is being completed and before occupancy.
- (g) No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback 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 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 of the lot line parallel to the street upon all lots having a side lot line adjacent to a street. Such lots include Lots Seven (7), Fourteen (14), Fifteen (15), and Twenty-Seven (27), Block One (1); Lots

Fifteen (15), Twenty-Two (22), and Twenty-Three (23), Block Six (6); Lots Fourteen (14), Twenty-Four (24), Twenty-Five (25), Forty-Three (43), and Forty-Eight (48) in Block Eight (8); Lot Thirty-Six (36), Block Nine (9); Lot Forty-Nine (49), Block Twelve; Lots One (1), Twenty-One (21) and Twenty-Two (22), Block Thirteen (13); Lots One (1), Nine (9), Sixteen (16), Twenty-Seven (27), Twenty-Eight (28), and Forty-Six (46), Block Fourteen (14); Lot One (1), Block Fifteen (15); and Lot One (1), Block Sixteen (16).

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 setback lines shown on the recorded plat. No building shall be located 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. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, 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, and each detached garage will face the front of the lot on which it is situated and will be provided with the driveway access from the front of the lot only.

6. Minimum Lot Area. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having an area of less than 6,500 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision does not reduce the building site below the minimum lot area aforesaid of all building plot affected thereby, it being the intention of this restriction that no building plot within said subdivision shall

7. Easements. Easement for the installation and maintenance of utilities, drainage facilities, road and streets heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of the owner situated on the land covered by said easements.

8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other 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, automobile or other vehicle shall be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.

10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten (10) 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 Blue Ridge Associates and/or any builder who purchases lots from Blue Ridge Associates, or their successors and assigns, to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision.

11. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted

upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers 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 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 new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon 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.

13. An underground electric distribution system will be installed in all of Briargate, Section Two (2), designated Underground Residential Subdivision, which underground service area shall embrace all lots in Briargate, Section Two (2). 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 as 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 (3) wire, sixty (60) cycle, alternating current.

14. 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, water well site, shops or facilities for the sale of foods, beverages, clothing, services and other items for personal uses, professional offices or clinics, apartments and other forms of multi-family use development, automobile service stations or facilities of a similar nature.

15. Lots Twenty-Two (22) through Twenty-Seven (27), both inclusive, Block Thirteen (13), may be used for duplex houses of which the ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,800 square feet for a one-story duplex house, nor less than 900 square feet on each floor for a two-story duplex house. No such dwelling shall be erected or placed on a lot having an area of less than 6,000 square feet. In the event that no garages or carports are provided, then two off-street paved parking spaces must be provided for each living unit. Except as noted in this paragraph, all duplex houses shall be subject to all other reservations, restrictions, covenants and conditions stated and contained herein.

#### 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 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 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:

- (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. The initial Board of Trustees shall be composed of Larry D. Johnson, Glenn W. Loggins, Ralph E. Reamer, Clyde R. Bickham and Charles F. Reinhardt. Any vacancy on the Board of Trustees from whatever cause may be filled by the remaining member or members.

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



Section 5. NONPROFIT CORPORATION. A nonprofit 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 Bylaws 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 Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

#### 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 Reserves "A" and "B", which constitutes a lot as hereinbefore defined, 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 January 1, 1972, provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary 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 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 Two 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: maintaining 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 reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the 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 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.

#### 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 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 affect any of the other provisions which shall remain in full force and effect.

Section 3. FHIA/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 18th day of June, 1971. FR 92-11

ATTEST:

[Signature]  
Assistant Secretary

BLUE RIDGE ASSOCIATES, A joint venture composed of: (Declarant)

KEVALAND TEXAS CORPORATION

By W. Scott Moore  
Vice President

ATTEST:

[Signature]  
Assistant Secretary

J-L-R COMPANY

By Glen R. Loggins  
President

ATTEST:

[Signature]  
Clerk of Board of Investment

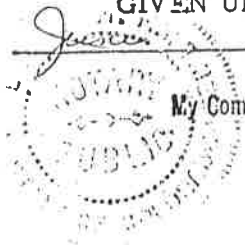
SUFFOLK FRANKLIN SAVINGS BANK

By Charles H. Neugle  
Senior Vice President

THE STATE OF COLORADO  
COUNTY OF DENVER

BEFORE ME, the undersigned authority, on this day personally appeared W. S. Moore, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of KEVALAND TEXAS CORPORATION, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 23rd day of \_\_\_\_\_, A. D., 1971.



My Commission expires November 13, 1973

[Signature]  
Notary Public in and for Denver, County, Color

BEFORE ME, the undersigned authority, on this day personally appeared Gene W. Rogers, known to me to be the person whose name is subscribed to the foregoing instrument, as \_\_\_\_\_ President of J-L-R COMPANY, a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of June, A. D., 1971.



Mary E. Wetzel  
Notary Public in and for Harris County, Texas

MARY E. WETZEL  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1972

THE STATE OF ~~TEXAS~~ MASSACHUSETTS |  
SUFFOLK  
COUNTY OF ~~HARRIS~~ |

BEFORE ME, the undersigned authority, on this day personally appeared, Charles H. Douglass, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as Senior Vice President of SUFFOLK FRANKLIN SAVINGS BANK, a banking corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of September, A. D., 1971.

Charlotte M. Soutter  
~~Notary Public in and for Harris County, Texas~~  
Charlotte M. Soutter, Notary Public  
My Commission Expires August 18, 1972

FILED FOR RECORD

AT 8 O'CLOCK P M.

SEP 27 1971

Ellen Maeck  
County Clerk, Fort Bend, Co., Tex.

COUNTY OF FORT BEND  
I hereby certify that this instrument was filed on the \_\_\_\_\_ day of \_\_\_\_\_, 1971, and was duly recorded in \_\_\_\_\_ of the public records of Fort Bend County, Texas, as shown by me on \_\_\_\_\_.

SEP 28 1971

Ellen Maeck  
COUNTY CLERK, Fort Bend  
County, Texas