

Unrecorded

"Declarant",

having its principal office in Houston, Harris County, Texas, hereinafter called  
Delaware corporation, and KVALAND TEXAS CORPORATION, a Texas corporation,  
BLUE RIDGE ASSOCIATES, a joint venture composed of J-L-R COMPANY, a  
THIS DECLARATION, made on the date hereinafter set forth by

COUNTY OF FORT BEND &

THE STATE OF TEXAS &

A SUBDIVISION IN FORT BEND COUNTY, TEXAS

PARAGRAPHS SECTION 7

FOR

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

DECLARATION

788 1:263

DEED

1980

1980

COMPARED

1980

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WITNESSETH:

*[Handwritten signatures]*

WHEREAS, Declarant is the owner of that certain property known as

BRANCAITE SECTION 7, a subdivision in Fort Bend County, Texas, according

to the map or plat thereof recorded in Volume 21, Page 6, 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 and imposes

upon Brancaite, Section 7, and declares the following reservations, easements,

covenants, restrictions and conditions, applicable thereto, all of which are for the

purposes of enhancing and protecting the value, desirability and attractiveness

of the land, which reservations, easements, covenants, restrictions and conditions

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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BRANCAITE Community

Improvement Association its successors and assigns, provided for in Article V

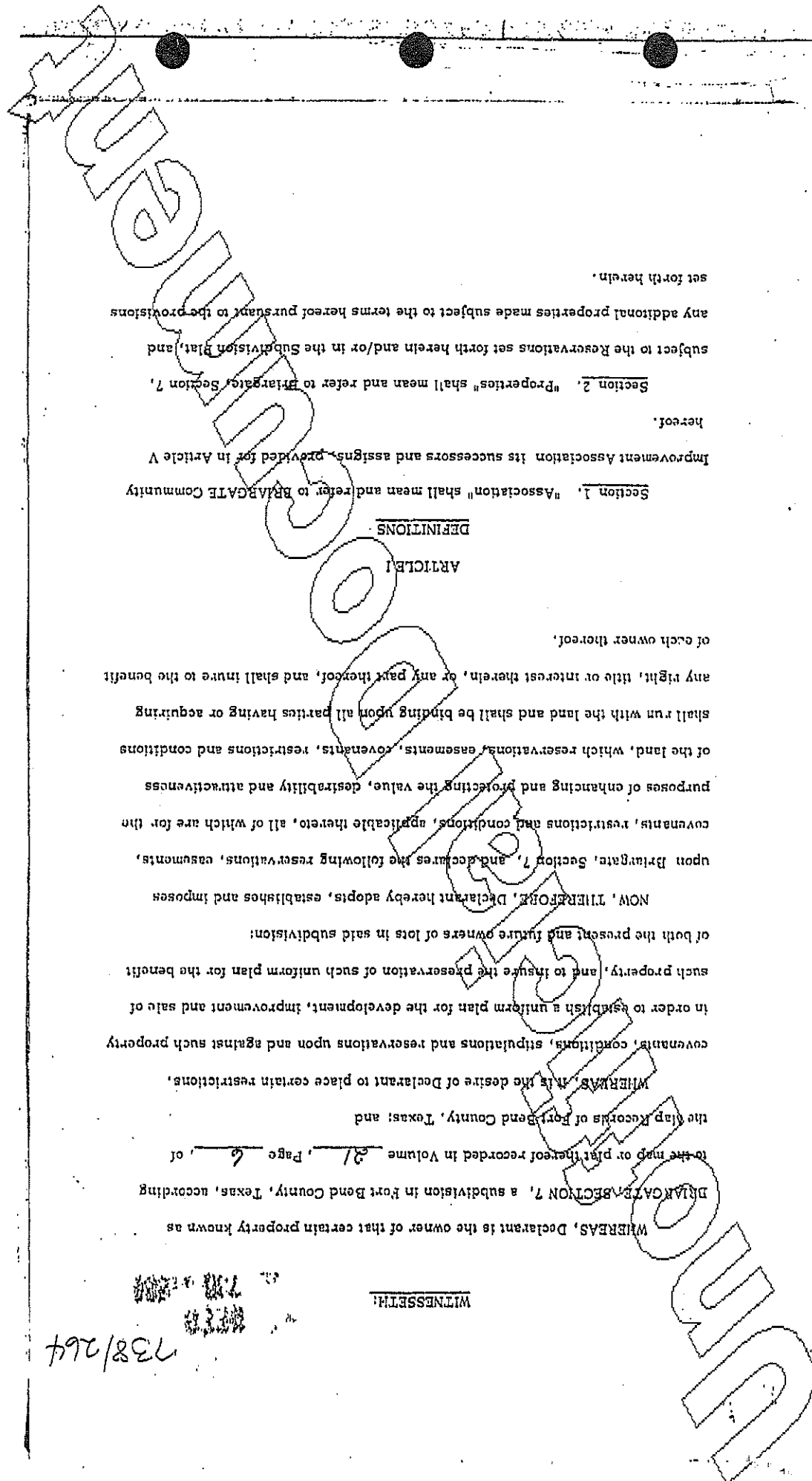
hereof.

Section 2. "Properties" shall mean and refer to Brancaite, Section 7,

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.



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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.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is the part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Bratrage, Section 7, recorded in Volume 21 Page 6 of the Map Records of Fort Bend County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the Bratrage, Section 7, Architectural Control Committee 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 setback lines. 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 and or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat 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 reserves

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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, but such changes and additions must be approved by the Federal

Housing Administration and Veterans Administration.

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 within the Properties by contract, deed or other

conveyance shall be subject to any easement affecting same for roadways or drainage,

water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone

purposes and shall convey no interest in any pipes, lines, poles or conduits, or in

any utility facility or appurtenances hereto constructed by or under Declarant or

any easement owner, or their agents through, along or upon the premises affected

thereby, or any part thereof, to serve said land or any other portion of the Properties,

and where not affected 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, and such right is hereby expressly reserved.

ARTICLE III

USE RESTRICTIONS

Section 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, altered, placed, or

permitted to remain on any residential lot other than one single-family dwelling not

to exceed two (2) stories in height and a detached or an attached garage for not

less than two or more than four cars. Carports on residential lots are prohibited.

As used herein, the term "residential purposes" shall be construed to prohibit the

use of said Lots 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 purpose. No building of any kind or character

shall ever be moved onto any lot within said subdivision, it being the intention

that only new construction shall be placed and erected thereon.

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 thereon have been approved by the Architectural

Control Committee 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 more fully provided for in Article IV hereof.

Section 3. Dwelling Size. The ground floor of the main residential

structure, exclusive of open porches and garages, shall not be less than 1,200

square feet for a one-story dwelling, nor 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.

Section 4. Type of Construction, Materials, and Landscape.

(a) No residence shall have less than 51 percent (51%) masonry construction

or its equivalent 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 external roofing material other than wood shingles or 235#

composition shingles or a wood tone color shall be completed or used on any

building in any part of the Properties without the written approval 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 the entire front of all lots

In addition thereto, four (4) foot wide sidewalks shall be constructed parallel

to the curb two (2) feet from the property line along the entire side of all corners

lots, and the plans for each residential building on each of said lots shall include

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Plans and specifications for such sidewalk and name 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 in or on any building in any part

of the Properties.

(e) 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.

(f) 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 a chain link fence facing upon a

street on any lot is expressly prohibited. Any fence constructed shall

be a solid wood or masonry fence, at least six (6) feet in height, and shall

hereafter be maintained in a good state of repair.

**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 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, air conditioning compressors, 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

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of a building on any Lot to encroach upon another Lot. For the purposes of these

reservations, the front of each Lot shall coincide with and be the property line

having the smallest or shortest dimension abutting a street. Unless otherwise

approval in writing by the Architectural Control Committee, each main residence

building and garage will face the front of the Lot, and each detached garage

will face and be located at least sixty-five (65) feet from 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 except for corner lots where access is possible from side streets.

Section 6 Minimum Lot Area. No Lot shall be resubdivided, nor

shall any building be erected or placed on any Lot having area of less than 6,000

square feet; provided, however, that nothing contained herein shall be construed

to prohibit the resubdivision of any Lot or Lots within the Properties if such

resubdivision results in each resubdivided Lot containing not less than the minimum

Lot aforesaid; it being the intention of this restriction that no building plot within

the Properties contain less than the aforesaid minimum area.

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. 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; provided, however, that Declarant reserves the

exclusive right to erect, place and maintain such facilities in or upon any portions

of the Properties as in its sole discretion may be necessary or convenient while selling

Lots, selling or constructing residences and constructing other improvements upon

the Properties. Such facilities may include, but not necessarily be limited to sales

and construction offices, storage areas, model units, signs, and portable toilet

facilities. No truck, trailer, boat, 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

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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.

Section 9 Signs and Billboards. No signs, billboards, posters, or

advertising devices of any character shall be erected, permitted or maintained on any

lot or plot except (i) one sign of not more than ten (10) square feet advertising the

particular lot or plot on which the sign is situated for sale or rent and (ii) one sign

of not more than five (5) square feet to identify the particular lot or plot as may be

required by the Federal Housing Administration or Veterans Administration during

the period of actual construction of a single-family residential structure thereon.

The right is reserved by Declarant to construct and maintain such signs, bill-

boards or advertising devices as is customary in connection with the general sale

of property in this subdivision. In no event shall any sign, billboard, poster or

advertising device of any character, other than as specifically prescribed in the

first sentence of this Section 9, be erected, permitted or maintained on any lot or

plot without the express prior written consent of the Architectural Control

Committee.

The term "Declarant" as used in this section 9 shall refer to said entities

and such successors or assigns of such entities to whom the right under this

Section 9 are expressly and specifically transferred.

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 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.

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. Equipment for the storage

or disposal of such waste materials shall be kept in clean and sanitary condition.

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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.

Section 12. An underground electric distribution system will be installed in that part of Blytheville, Section 7, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Blytheville, Section 7, in the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its 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 electric company's metering at the 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and

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installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost

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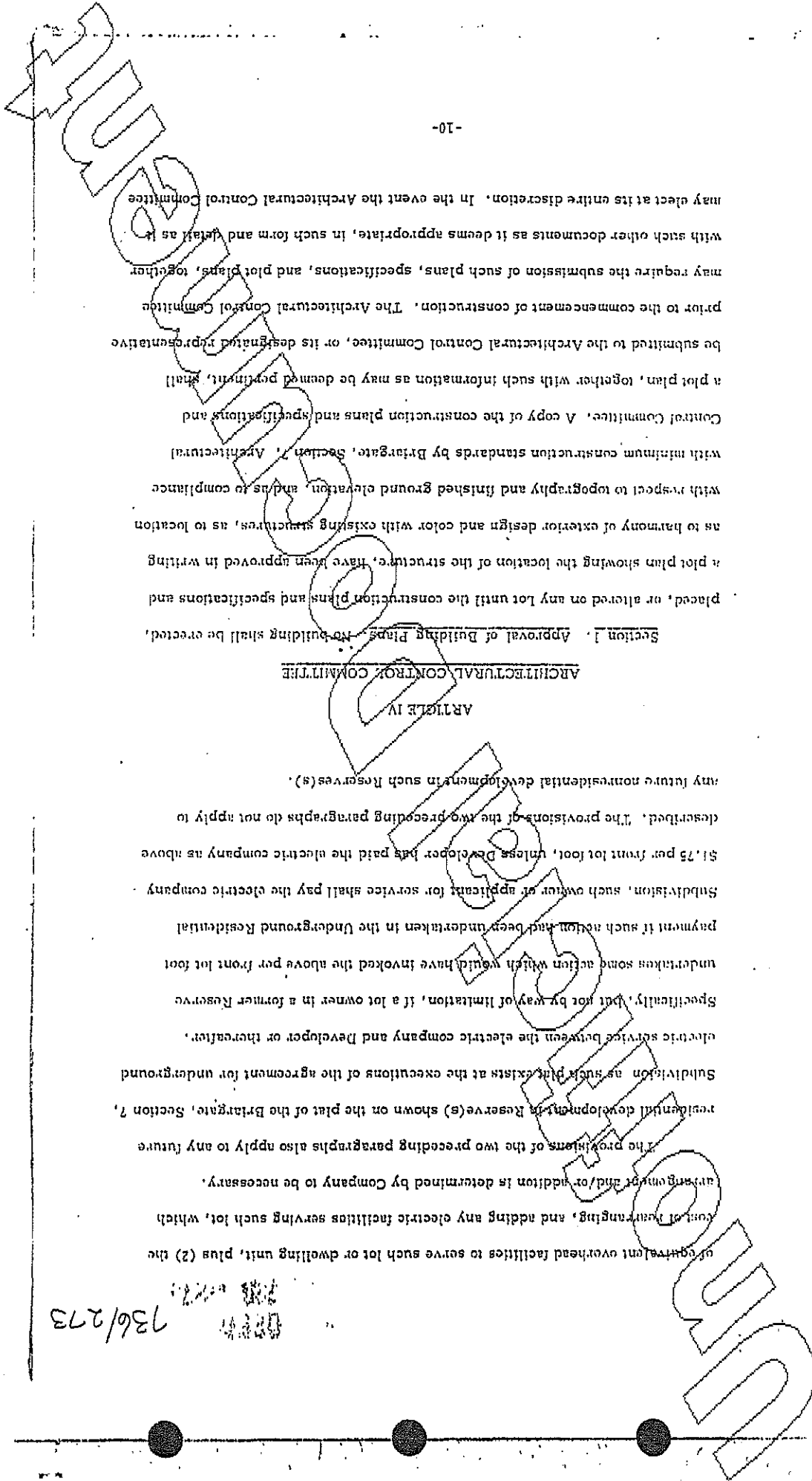
may elect at its entire discretion. In the event the Architectural Control Committee with such other documents as it deems appropriate, in such form and detail as it may require the submission of such plans, specifications, and plot plans, together prior to the commencement of construction. The Architectural Control Committee be submitted to the Architectural Control Committee, or its designated representative a plot plan, together with such information as may be deemed pertinent, shall with minimum construction standards by Drivagate, Section 7, Architectural Control Committee. A copy of the construction plans and specifications and with respect to topography and finished ground elevation, and as to compliance as to harmony of exterior design and color with existing structures, as to location a plot plan showing the location of the structure, have been approved in writing placed, or altered on any lot until the construction plans and specifications and Section 7. Approval of Building Plans. No building shall be erected,

ARCHITECTURAL CONTROL COMMITTEE

ARTICLE IV

any future nonresidential development in such Reserve(s). described. The provisions of the two preceding paragraphs do not apply to \$1.75 per front lot foot, unless Developer has paid the electric company as above Subdivision, such owner or applicant for service shall pay the electric company payment if such action had been undertaken in the Underground Residential undertakes some action which would have invoked the above per front lot foot Specifically, but not by way of limitation, if a lot owner in a former Reserve electric service between the electric company and Developer or thereafter. Subdivision as such plan exists at the execution of the agreement for underground residential development in Reserve(s) shown on the plat of the Drivagate, Section 7. The provisions of the two preceding paragraphs also apply to any future arrangements and/or addition is determined by Company to be necessary. Court of rearing, and adding any electric facilities serving such lot, which of overhead overhead facilities to serve such lot or dwelling unit, plus (2) the

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to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it and received by 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 William A. Sweitzer, Wallace H. Claypool and Basil E. Crave, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of the 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 may 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. Thereafter, 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 any time after January 1, 1987, two-thirds (2/3) vote of the members present and voting, the Community Improvement Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

BHARGATE COMMUNITY IMPROVEMENT ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject upon the

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both classes shall vote upon all matters as one group.  
as a class, except as required by the Texas Non-Profit Corporation Act, and  
The Class A and Class B members shall have no rights as such to vote

(b) January 1, 1979

(a) When the total votes outstanding in the Class A membership equal  
the total votes outstanding in the Class B membership or  
of the following events, whichever occurs earlier:  
shall cease and be converted to Class A membership on the happening of either  
required for membership by Section 1; provided, however, that the Class B membership  
shall be entitled to three (3) votes for each Lot in which it holds the interest  
and assigns, the Declarant defined in the Declaration. The Class B member

Class B. The Class B member shall be Blue Ridge Associates, its successors

to any Lot.  
themselves determine, but in no event shall more than one vote be cast with respect  
persons shall be members. The vote for such Lot shall be exercised as they among  
in Section 1. When more than one person holds such interest in any Lot, all such  
to one vote for each Lot in which they hold the interest required for membership  
Section 1, with the exception of the Declarant. Class A members shall be entitled

Class A. Class A members shall be all those Owners as defined in  
membership.

Section 2. Voting Rights. The Association shall have two classes of  
Association. Ownership of such land shall be the sole qualification for membership.  
not be separated from ownership of the land which is subject to assessment by the  
shall have more than one membership. Membership shall be apportioned to and may  
of an obligation or those having only an interest in the mineral estate. No owner  
include persons or entities who hold an interest merely as security for the performance  
Community Improvement Association. The foregoing is not intended to  
Association, including contract Sellers, shall be a member of the Prtgate  
completion of improvements thereon, to maintenance charge assessment by the

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Section 3. Non-Profit Corporation. Btrargate Community Improvement

Association, a non-profit corporation, has been organized; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said

corporation.

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. 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 the normal business hours.

ARTICLE VI

MAINTENANCE CHARGE

Section 1. Each Lot in Btrargate, Section 7, is hereby subjected to an

annual maintenance charge and assessment, for the purpose of creating a fund to

be designated and known as the "maintenance fund", which maintenance charge

and assessment will be paid by the owner or owners of each Lot within Btrargate,

Section 7, to Btrargate Community Improvement Association on or before January 1,

of each year, in advance annual installments commencing on the first day of the

month following conveyance of the first property to a homeowner; provided, how-

ever, 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

month following 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 subdivision may

in the judgment of the Association, require; provided that such assessment will

be uniform and in no event will such assessment or charge exceed \$12.00 per

Lot per month, or \$144.00 per Lot per year, unless increased as provided

below. The Association shall use the proceeds of said maintenance fund for

the use and benefit of all residents of Brigrade, Sections 1 through 7, as well

as all subsequent sections of Brigrade Subdivision; provided, however that

each future section of Brigrade to be entitled to the benefit of this maintenance

fund, must be imposed with and subjected to the annual maintenance charge

and assessment on a uniform, per lot basis, equivalent to the maintenance and

assessment imposed hereby, and further made subject to the jurisdiction of the

Association. Future sections of Brigrade Subdivision may be annex to the Properties

with the consent of two-thirds (2/3) of each class of membership, however, upon

submission and approval by the Federal Housing Administration and/or the Veterans

Administration of a general plan of the entire development, and approval of

each stage of development such future sections of Brigrade Subdivision may

be annexed by the developer without such approval by the membership. The

uses and benefits to be provided by the said Association shall include, by way

of clarification and not limitation and at its sole option, any and all of the following:

constructing and maintaining parkways, rights-of-way, easements, esplanades

and other public areas, payment of all legal and other expenses incurred in connection

with the enforcement of all recorded charges and assessments, covenants, restrictions,

and conditions affecting the Properties 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 other things or things necessary

or desirable in the opinion of the Association to keep the Properties in the subdivision

in good order, or which is considered of general benefit to the owners

or occupants of the Properties, 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 individual residential lots, there shall be reserved

in each Deed (whether specifically stated therein or not) by which the Declarant

shall convey to such lots, the Vendor's Lien for benefit of the Association, said lien

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to be enforceable through appropriate proceedings at law by such beneficiary;

provided, however, that each such lien shall be secondary, subordinate and

inferior to all liens, present and future given, granted and created by or at

the instance and request of the Owner of any such lot to secure the payment

of monies advanced or to be advanced on account of the purchase price and/or

the construction or improvements on any such lot to the extent of any such maintenance

fund charge accrued and unpaid prior to foreclosure of any such purchase money

lien or construction lien; 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, for the aforesaid purpose or purposes,

the Association shall give the holder of such first mortgage lien sixty (60) days

written notice of such proposed action, which notice shall be sent to the nearest

office of such first mortgage holder by prepaid U. S. registered mail, and shall

contain a statement of the delinquent maintenance charges upon which the proposed

action is based. Upon the request of any such first mortgage lienholder, the

Association shall acknowledge in writing its obligation to give the foregoing notice

with respect to the particular lot 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 shall run with the land and shall

be binding upon all parties and all 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 each, unless an instrument signed by a majority of the then owners of

the lots has been recorded agreeing to change or terminate 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 any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

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. RTA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Briaridge Community Improvement Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties;

dedication of common areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 4. Approval of Lienholder. Texas Commerce Bank, N. A., a national banking association, the holder of a lien or liens on Briaridge, Section 7, a subdivision in Fort Bend County, Texas joins in the executions hereto to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions hereto.

Executed this 26th day of July, 1977, A. D.

BLUE RIDGE ASSOCIATES, a joint venture composed of

J-L-R COMPANY

Assistant Secretary

*William M. Hill*

Vice President

By *William M. Hill*

KEVALAND TEXAS CORPORATION

Vice President

By *LO S. Miller*

TEXAS COMMERCE BANK, N. A.

Vice - President

By *William M. Hill*

Secretary

*William M. Hill*

By *William M. Hill*

*William M. Hill*

ATTEST

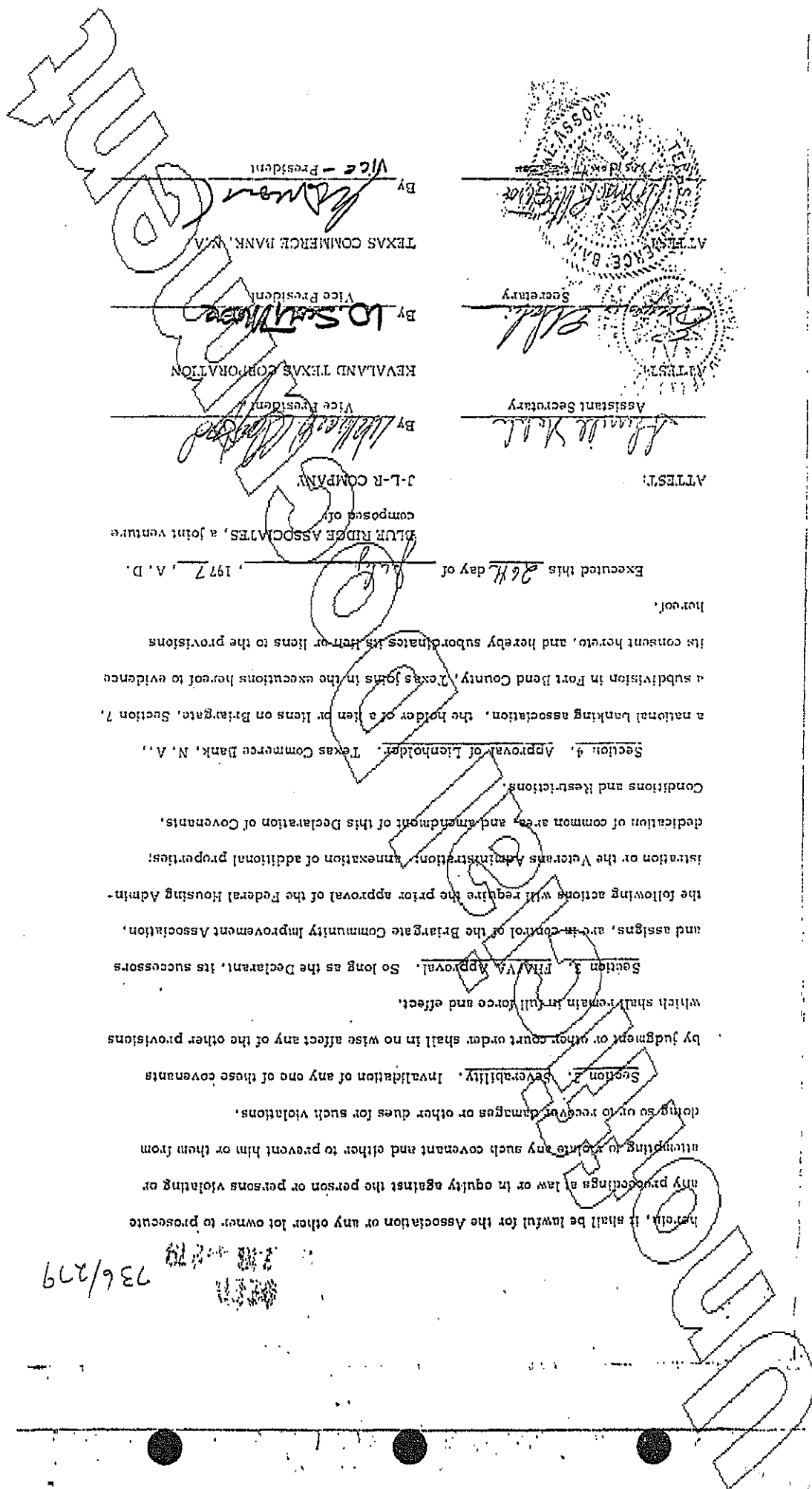
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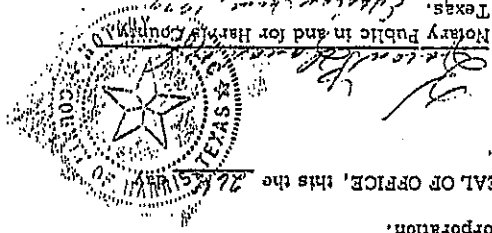
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THE STATE OF TEXAS  
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Mr. [Name], known to me to be the person whose name is subscribed to the foregoing instrument, as Mr. [Name] of J-L-R COMPANY, a 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.

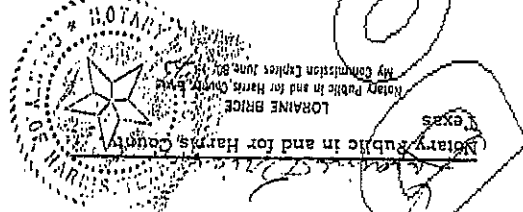
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of August, A.D. 1977



THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared E.H. [Name], known to me to be the person whose name is subscribed to the foregoing instrument, as Mr. [Name] of TEXAS COMMERCIAL BANK, N.A., a national banking association, 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 banking association.

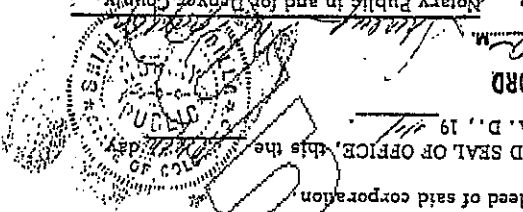
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of August, A.D. 1977



THE STATE OF COLORADO  
COUNTY OF DENVER

BEFORE ME, the undersigned authority, on this day personally appeared Mr. [Name], known to me to be the person whose name is subscribed to the foregoing instrument, as Mr. [Name] of KEVALAND TEXAS CORPORATION, a 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 19th day of August, A.D. 1977



FILED FOR RECORD  
AT 8 O'CLOCK P.M.  
AUG 10 1977  
Notary Public in and for Denver, Colorado  
My Commission Expires June 23, 1979  
Pearl Elliott  
County Clerk, Fort Bend Co., Tex.

Duly recorded this the 11 day of August A.D. 1977 at 4:30 O'clock P.M.  
Pearl Elliott, County Clerk  
Fort Bend County, Texas  
BY Deputy