

**SECTION 2**

**NOTICE TO ALL WHO READ THIS DOCUMENT**

*The document presented below is meant for informational purposes only and is not to replace certified legal copies; it is NOT official and may NOT be used for any official or legal business.*

*The document original was recorded by the county clerk of Harris County, Texas on June 1, 1973, under File Number E-379081, File Codes 117-07-1626 through 117-07-1636.*

*This is not a substitute for legal advice and it is suggested that an attorney be consulted.*

**RESTRICTIONS**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

Whereas FIRST GENERAL REALTY CORPORATION, TRUSTEE, hereinafter called "First", being owner and INTERREAL COMPANY being lienholder of that certain acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Country Village, Section II, according to a replat filed of record in the office of the Clerk, of Harris County, Texas in Volume 220, Page 89 of the Map Records does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Country Village, Section II, (described below) for the benefit of the present and future owners of said lots and the North Briar Community Association, Inc.:

Lots Nineteen (19) through Twenty-three (23), both inclusive  
in Block Six (6)

Lots Seventeen (17) through Forty-three (23), both inclusive  
in Block Eight (8)

Lots Three (3) through Nineteen (19), both inclusive  
in Block Nine (9)

Lots One (1) through Fifty-seven (57), both inclusive  
in Block Ten (10)

Lots One (1) through Seventeen(17), both inclusive  
in Block Eleven (11)

**1. Single Family Residential Construction**

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. Carports will not be allowed unless specifically approved by Architectural Approval Committee.

**2. Architectural Control**

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been

submitted to and approved by the Architectural Control Committee consisting of Richard H. Basden, S. G. Gilmore and Kenneth A. Suminski, or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures as to location with respect of topography and finish grade elevations. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. First hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it by the North Briar Community Association, Inc., when one hundred percent (100%) of all the lots in Country Village, Section II, are sold and improvements are completed and occupied by residents.

### **3. Minimum Square Footage Within Improvements**

The living area on the ground floor of the main structure exclusive of open porches and garages shall not be less than twenty-one hundred (2100) square feet for one-story dwellings nor less than one thousand two hundred fifty (1250) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall be not less than two thousand three hundred (2,300) square feet. The exterior materials of the main residential structure including garages, if attached, shall be not less than fifty-one percent (51%) masonry. Detached garages may be of wood.

### **4. Location of the Improvements Upon the Lot**

No building or other improvements, except as further defined in these restrictions, shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. Subject to the provisions of Paragraph 5, no building shall be located nearer than five (5) feet to an interior lot line except that a garage or other permitted accessory building located seventy-five (75) feet or more from the front line may be a minimum distance of three (3) feet from an interior lot line. No garage located closer than 60' to the front property line shall face and open at less than a ninety degrees (90°) angle to the front property line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

### **5. Composite Building Site**

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines, rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

### **6. Utility Easements**

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither First nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements. First

reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the subdivision.

**7. Prohibition of Offensive Activities**

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. First, or its assigns, may maintain, as long as it owns property in Country Village, Section II, in or upon such portions of the property as First determines such facilities as in its sole discretion may be necessary or convenient, including, but without limitations to offices, storage areas, model units and signs.

**8. Use of Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly subject to First rights as set out in paragraph 7.

**9. Storage of Automobiles, Boats, Trailers and Other Vehicles**

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

**10. Mineral Operations**

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**11. Animal Husbandry**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets (limited to two (2) of each type) may be kept provided that they are not kept, bred or maintained for commercial purposes.

**12. Walls, Fences and Hedges**

No walls, fence or hedge in excess of three (3) feet shall be erected or maintained nearer to the front or side lot line than the front building setback line. No side or rear fence, wall or hedge shall be more than six (6) feet high. No chain link fence type construction will be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot by First shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

**13. Visual Obstructions at the Intersection of Public Streets**

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or

extensions thereof shall be placed, planted or permitted to remain on any corner lots.

**14. Lot Maintenance**

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof First or its assignee shall without liability to the owner or occupant, in trespass or otherwise, enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

**15. Signs, Advertisements, Billboards**

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed six (6) square feet may be erected or maintained on any lot in said subdivision. First or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

**16. Roofing Material**

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

**17. Maximum Height of Antennae**

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antenna of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

**18. Sidewalks**

Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb and shall extend into the projection of the lot boundary lines into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install a sidewalk parallel to the front lot line and the side street lot line.

**19.****Underground Electric Service**

An underground electrical distribution system will be installed in Country Village, Section II, and said underground system will service the area which embraces all of the lots which are platted in Country Village, Section II. 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. First 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 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 First (except for certain conduits, where applicable, and except as hereinafter provided) upon First'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 First or the lot owners in the underground residential subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) First/Developer has paid to the electric company an amount representing the excess in cost, for the entire underground residential subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision, or (b) the Owner of each affected lot, or the applicant for service to any mobile homes, shall pay to the electric company the sum of (1) \$1.75 per front lot 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 of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of

rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary. Nothing in this paragraph is intended to exclude single metered service to apartment projects under the terms of a separate contract.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s) shown on the plat of Country Village, Section II, as such plat exists at the execution of the agreement for underground electric service between the electric company and First or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless First/Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve (s).

## **20. The North Briar Community Association, Inc.**

Definitions:

(a) "Association" shall mean and refer to North Briar Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons and entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Reserve "A" of Country Village, Section I, as described in Plat of record in Volume 203, Page 40, Map Records of Harris County, Texas.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Reserves.

(f) "Declarant" shall mean and refer to FIRST GENERAL REALTY CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## **21. Maintenance Assessments**

First imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) Annual assessments or charges to be established and collected as hereinafter provided, (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land

and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner or such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge assigned to the North Briar Community Association. Inc., without recourse on First in any manner for the payment of said charge and indebtedness.

**22. Purpose of Assessments**

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area. The proceeds of regular annual or special assessments shall not be used to reimburse First, its successors or assigns, for any capital expenditures incurred in construction or other improvements of common facility, nor for the operations or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

**23. Maximum Annual Assessment**

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be ONE HUNDRED EIGHTY DOLLARS (\$180.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors.

**24. Special Assessments for Capital Improvements**

In addition to the annual assessments authorized above, the Association may levy, 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 the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**25. Owner's Easement of Enjoyment**

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and the right to use of 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 the Common Area to any public agency, authority or utility for such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed

by two-thirds (2/3rds) of each class of the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to collect and disburse those funds as set forth in Paragraph 21.

## **26. Delegation of Use**

Any owner may delegate in accordance with the by-laws his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

## **27. Membership and Voting Rights**

Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of First and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B. Class B members shall be First or its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from First for the purpose of development. Class B members shall be entitled to four votes for each lot owned. 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:

(1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, but subject to further cessation in accordance with the limitations set forth in this paragraph;  
or (2) on January 1 of 1979.

First hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the North Briar Community Association, Inc., when either of the conditions (1) or (2) above occur.

## **28. Rate of Assessment**

All lots in Country Village, Section II, shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by First are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors (according to Paragraphs 24 and 29). Lots which are not occupied by a resident and which are owned by First, a builder, or a building company shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such a lot shall be prorated according to the rate required of each type of ownership.

## **29. Date of Commencement of Annual Assessments**

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of



months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

**30. Effect of Non-Payment of Assessments**

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

**31. Subordination of Lien**

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

**32. Enforcement**

The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**33. Severability**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**34. Amendment to the Above Deed Restrictions**

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

**35. Books and Records**

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

36.

**Annexation**

Additional residential property and common area may be annexed to the properties by the Board or Directors without obtaining homeowner's consent.

DATED THIS the 20th day of February, 1975.

FIRST GENERAL REALTY CORPORATION

ATTEST: Signature by: B. F. Perdue, Vice President  
Signature by: Bernice Butler, Assistant Secretary

INTEREAL COMPANY

ATTEST: Signature by: J. Fred Hummel, Vice President  
Signature by: Otto B. Garlock, Assistant Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared B. F. Perdue, Vice President of First General Realty Corporation, Trustee, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of February 1975.

Signature and seal by: Jo Ann Andrus  
Notary Public in and for  
Harris County, Texas

THE STATE OF TENNESSEE  
COUNTY OF DAVIDSON

BEFORE ME, the undersigned authority, on this day personally appeared J. FRED HUMMEL, Vice President of INTEREAL COMPANY a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of February, 1975.

Signature and seal by: Deborah Wallace  
Notary Public in and for  
Davidson County, Tennessee