

### SECTION 3

#### 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 February 2, 1976, under File Number E-665610, File Codes 134-1-1688 through 134-17-1689.*

*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

That FIRST GENERAL REALTY CORPORATION a Texas ,Corporation, Trustee, (herein called Grantor), acting herein by and through its duly authorized officers, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid by BRIGGS LTD. BUILDING CO. the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the said BRIGGS LTD. BUILDING COMPANY (herein called Grantee), property situated in Harris County, Texas, as set out in the attached EXHIBIT "A".

This conveyance is made and accepted subject to all reservations, restrictions, covenants, conditions, rights of way and easements of record, and those restrictions created by this deed.

By this deed, Grantor hereby establishes, adopts and promulgates, by reference, those restrictions, reservations and covenants filed for record in the Official Public Records of Real Property of Harris County, Texas, on June 1, 1973, under File No. D-888693, and recorded under Film Code 162-28-1927 covering certain properties located in Country Village, Section One; said restrictions shall and do hereby apply uniformly to the use, occupancy and conveyance of the property herein conveyed to the same extent as if these restrictions were set out in full, with the exception that Paragraph 3 and Paragraph 4 thereof shall be and are hereby changed to read as follows:

**"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 eighteen hundred (1800) square feet for one-story dwellings nor less than twelve hundred fifty (1250) square feet for a dwelling of more than one story. The total square feet for a multistory dwelling shall be not less than two thousand (2000) square feet."

**"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 property line than twenty-five (25) feet. 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 degree (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. Carports will not be allowed unless approved by Architectural Approval Committee." TO HAVE AND TO HOLD the above described property, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto the Grantee, his heirs and assigns, forever; and Grantor does hereby bind itself, and its successors to WARRANT and FOREVER DEFEND all and singular the above described property unto the Grantee, its heirs and assigns, against the claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

As part of the consideration of this conveyance, the herein conveyed property is hereby subject to an initial maintenance assessment of ONE HUNDRED EIGHTY OOLLARS (\$180.00) per lot per year, subject to increase as provided for in the restrictions filed in the office of the County Clerk of Harris County, Texas, under Clerk's File Number D-888693, which the Grantee herein, its heirs and assigns agrees to pay. Such maintenance assessment shall be payable annually to North Briar Community Association, Inc., a Texas non-profit corporation, in advance on January 1 of each year, and to secure the payment of such maintenance assessment a vendor's lien is herein and hereby retained against the above described property in favor of North Briar Community Association, Inc., its successors and assigns, and it shall be the same as if a vendor's lien was retained in favor of Grantor and assigned by assignment to North Briar Community Association, Inc., without recourse on Grantor in any manner for the payment of said assessment and indebtedness; provided, however, that such lien be shall be specifically made 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 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 subsisting first mortgage lien said beneficiary shall give the holder of said 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 assessment upon which the proposed action is based.

Upon the request of any such first lien holder, said beneficiary shall acknowledge in writing its obligation to give the forgoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

EXECUTED this the 21st day of January, 1976.

FIRST GENERAL REALTY CORPORATION, TRUSTEE

Signature by: G. P. Parrish, Vice President

ATTEST:

Signature by: Bernice Butler, Assistant Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared G. P. Parrish, 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 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 21st day of January 1976.

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

***PLEASE NOTE THIS DOCUMENT COPY IS INCOMPLETE.***

It does not contain Exhibit "A" referred to in paragraph one (1) or survey field notes recorded under File Codes following 134-17-1690, under File Number E-665610 in the Official Public Records of Real Property of Harris County, Texas.

In addition, as referred to in paragraph three (3), except as noted, "those restrictions, reservations and covenants filed for record in the Official Public Records of Real Property of Harris County, Texas, on June 1, 1973, under File No. D-888693, and recorded under Film Code 162-28-1927 covering certain properties located in Country Village, Section One", which apply uniformly to properties bound by this document, must be viewed separately.