

**Amended and Restated Restrictions, Covenants, Reservations and Easements
Applicable to Briar Meadow Subdivision**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, that certain instrument entitled "Amendment to Restrictions, Covenants, Reservations and Easements Applicable to Briar Meadow Subdivision" (the "Amendment to Restrictions") was recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. L481803, which instrument imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

Briar Meadow, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 54, Page 4, of the Map Records of Harris County, Texas and the replats or partial replats thereof recorded in Volume 58, Page 23; Volume 74, Page 30; Volume 86, Page 30; and Volume 86, Page 32, of the Map Records of Harris County, Texas

and

Briar Meadow, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 234, Page 142, of the Map Records of Harris County, Texas

and,

WHEREAS, the Amendment to Restrictions superseded and replaced in their entirety the restrictions, covenants, reservations and easements previously imposed upon the property comprising Briar Meadow, Sections One (1) and Two (2), as identified in the Amendment to Restrictions; and

WHEREAS, the Amendment to Restrictions provides for amendment at any time by a written instrument executed by Owners of not less than fifty-one percent (51%) of the Lots in the Subdivision and duly recorded; and

WHEREAS, the undersigned, being the Owners of not less than fifty-one percent (51%) of the Lots in the Subdivision have agreed to amend the Amendment to Restrictions in the manner set forth herein;

NOW, THEREFORE, the undersigned, being the Owners of not less than fifty-one percent (51%) of the Lots in the Subdivision, hereby amend and restate the covenants, conditions and restrictions for Briar Meadow, Sections One (1) and Two (2), to be governed by the covenants, conditions and restrictions set forth in this instrument. When effective, this instrument supersedes the Amendment to Restrictions in its entirety.

ARTICLE I

Definitions

As used herein, the terms set forth below shall have the following meanings:

- A. **“Amended and Restated Restrictions”** - The covenants, conditions and restrictions applicable to the Subdivision set forth in this instrument.
- B. **“Annual Maintenance Charge”** - The annual assessment made and levied against each Lot in the Subdivision in accordance with Article XVIII of this instrument.
- C. **“Architectural Control Committee”** - The Architectural Control Committee established and empowered in accordance with Article III of this instrument.
- D. **“Association”** - Briar Meadow Homeowners’ Association, Inc., a Texas non-profit corporation, its successors and assigns.
- E. **“Attached Garage”** - An enclosed garage, which is part of the volume of the appurtenant Single Family Residence and which shares at least one common wall with such Single Family Residence.
- F. **“Board of Directors”** or **“Board”** - The Board of Directors of the Association, as provided in the Bylaws of the Association.
- G. **“Carport”** - An open-sided roofed structure for the storage of vehicles, which is closed at one end so that vehicles can not drive through.
- H. **“Detached Garage”** - An enclosed garage which is not part of the volume of the Single Family Residence on the same Lot and is connected to such Single Family Residence, if at all, by no more than a covered walkway or breezeway.
- I. **“Improvement”** or **“Improvements”** - Any and all structures, construction and excavation of every kind and character on any of the Lots in the Subdivision, whether above or below grade, including but not limited to Single Family Residences, garages, other buildings, utility installations, walkways, driveways, decks, patios, swimming pools, drains, Carports, Porte-cocheres, fences, antennae, window air conditioners, and any additions, alterations and replacements thereto.
- J. **“Lot”** - Each of the Lots shown on the Plats for the Subdivision, save and except Lot 19, Block 17, Briar Meadow, Section One (1), and excluding Reserves “A”, “B”, “C”, “D”, “E”, “I”, “J” and “K”, Briar Meadow, Section One (1).
- K. **“Maintenance Fund”** - Any accumulation of Annual Maintenance Charges collected by the Association in accordance with the provisions of this instrument and interest, penalties and other sums and revenues collected by the Association pursuant to the provisions of this instrument.
- L. **“Member”** - All Lot Owners who are Members of the Association as provided in Article XIX of this instrument.
- M. **“Member in Good Standing”** - A Member who is not delinquent in the payment of any Annual Maintenance Charge levied by the Association against his Lot, or any interest, late

charges, costs, or reasonable attorney's fees added to such assessment under the provisions of the Amended and Restated Restrictions or as provided by law; a Member who does not have any condition of his Lot which violates any provision of the Amended and Restated Restrictions or the published rules and regulations which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of the Member's standing; and a Member who has not failed to comply with all terms of a judgment obtained against him by the Association, including the payment of all sums due to the Association by virtue of such judgment. A Member who is not in good standing is not entitled to vote at any meeting of the Members of the Association. No formal action by the Board of Directors to suspend the voting rights of a Member who is not in good standing is required.

N. **“Owner”** - The record owner of fee simple title to a Lot.

O. **“Person”** - A natural person, a corporation, a partnership, a personal representative of a natural person, a trustee or any other legal entity.

P. **“Plat”** or **“Plats”** - The recorded plats of the Subdivision, recorded in Volume 54, Page 4, of the Map Records of Harris County, Texas, as resubdivided or replatted by the maps or plats recorded in Volume 58, Page 23; Volume 74, Page 30; Volume 86, Page 30; and Volume 86, Page 32, all of which concern Briar Meadow, Section 1; and in Volume 234, Page 142, which concerns Briar Meadow, Section 2, all of the Map Records of Harris County, Texas.

Q. **“Porte-Cochere”** - An open sided roofed structure for loading and unloading vehicles, or for storing of vehicles, which is open at both ends so that vehicles can drive through.

R. **“Property”** - All of the real property within the Subdivision, including Lots, streets, esplanades and reserves, as shown on the Plats.

S. **“Single Family Residence”** - A free-standing dwelling on a Lot.

T. **“Subdivision”** - Briar Meadow, Sections One (1) and Two (2), a subdivision in Harris County, Texas according to the Plat.

ARTICLE II **Land Use**

2.01. **Minimum Width and Area.** No Lot shall be subdivided if a resulting parcel has a width less than seventy (70) feet at the front building line as shown on the Plat, or an area less than eight thousand (8,000) square feet.

2.02. **Single Family Residential Use.** Each Lot and the Single Family Residence and other Improvements on a Lot shall be used for single family residential purposes only. As used herein, the term “single family residential purposes” means that the Lot and the Single Family Residence on the Lot shall be used by a single family as its dwelling place and residence and the term shall be deemed to prohibit, without limitation, the use of a Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional, religious or commercial activity of any type, unless such business, professional, religious or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Single Family Residence and other Improvements for residential purposes. As used herein, the term “unobtrusive” means, without limitation, that there is no business, professional, religious or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional, religious or commercial related

sign, logo or symbol displayed on a vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, religious or commercial related purpose on a regular basis; and the conduct of the business, professional, religious or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like. Occasional in-home tutoring, piano lessons and the like shall not be deemed to violate this provision.

Except as expressly allowed in this Section, not more than two (2) unrelated persons shall occupy a Single Family Residence. No Single Family Residence shall be occupied by more persons than the number of bedrooms in the Single Family Residence multiplied by two (2); provided that, this restriction shall not be applicable to the immediate members of a single family. For purposes of this Section, the immediate members of a single family shall only include the husband, wife and children and two (2) domestic workers, caregivers or nannies residing on the Lot and providing services on behalf of the Owners or occupants of the Single Family Residence on the Lot.

2.03. Sales Prohibited. Without limiting the generality of Paragraph 2.02, retail or wholesale sales of any kind whatsoever on a Lot are specifically prohibited; provided however, that an Owner of a Single Family Residence may hold not more than one (1) garage sale, moving sale, rummage sale, estate sale or similar activity ("Sale") in any calendar year. No Sale shall commence earlier than 8:00 a.m. or end later than 6:00 p.m. No Sale shall continue for more than two (2) consecutive days. A sale is permitted on a Sunday but only between the hours of 1:00 p.m. and 5:00 p.m.. No personal property may be delivered to a Lot from another location outside the Subdivision for the purpose of selling the property on the Lot, the intent being to allow a Sale only for the purpose of selling personal property owned by the Owner of the Lot on which the sale is conducted.

2.04. Group Home. To the fullest extent allowed by law, no Lot or Single Family Residence or other Improvement on a Lot shall be used for the operation of a group home, half-way house, day-care center, rehabilitation center, treatment facility or the residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illnesses or the like.

2.05. Use of Reserves

2.05.01. Reserves "A", "B", "C", "D", "E" and "K" in Briar Meadow, Section One (1), as shown on the Plat, may be used for any lawful purpose; provided that no portion of said Reserves shall ever be used for any of the following purposes: veterinary hospital, kennel, abattoir, slaughtering or rendering house, heavy manufacturing facility, junk yard, storage yard for machinery or materials in the open, club, bar or restaurant providing such live or recorded entertainment or service using partially clothed (or fully clothed) persons, or for any other purpose which creates or emits or would create or emit any obnoxious or irritation odors, vapors or noise, or which would constitute a nuisance in the Subdivision.

2.05.02. Reserve "J" in Briar Meadow, Section One (1), as depicted on the Plat, may be used for the purposes indicated on the Plat.

2.05.03. Reserve "I" in Briar Meadow, Section One (1), as depicted on the Plat, shall not be used for any purpose other than a public park.

ARTICLE III
Architectural Control

3.01. Architectural Control Committee. The Architectural Control Committee shall be comprised of not less than three (3) members, all of whom shall be appointed by the Board. The term of office of the members of the Architectural Control Committee shall be established by the Board, which shall have the full right and authority to remove members of the Architectural Control Committee at any time, with or without cause, and to appoint new members. One or more members of the Committee may be removed by the written vote of the majority of the Owners. No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to the Amended and Restated Restrictions.

3.02. Committee Review. No Improvement shall be erected, placed or altered on a Lot until the plans and specifications for such Improvement, including but not limited to details concerning types of building materials and colors of finishes and a plan of the Lot showing the location of the proposed Improvement have been submitted to and approved by the Architectural Control Committee in writing. The Committee's review and approval shall include:

3.02.01. Quality of workmanship and materials;

3.02.02. Harmony of exterior design with existing Improvements on the Lot and Improvements in the Subdivision, including color scheme, finish, proportion, style of architecture, height and bulk;

3.02.03. Location of the Improvement with respect to topography and finish grade elevations; and

3.02.04. Compliance with the provisions of the Amended and Restated Restrictions.

3.03. Committee Approval. Except as otherwise provided in the Amended and Restated Restrictions, request for approval of a proposed Improvement on a Lot shall be deemed to be approved by the Architectural Control Committee unless written disapproval is transmitted to the Owner by the Architectural Control Committee within thirty (30) days after the date of actual receipt of the request by the Architectural Control Committee. Provided that, a request for approval of a proposed Improvement on a Lot shall not be considered to be received unless and until all documents and information required in this Article have been received by the Architectural Control Committee. Provided further that, if the Architectural Control Committee requests additional information or material samples from an applicant in writing within the specified thirty (30) day period, the applicant's request shall be deemed to be disapproved, whether so stated in the written communication or not, and a new thirty (30) day review period shall not commence until the date of actual receipt of the requested information by the Architectural Control Committee. Notwithstanding the written approval of the Architectural Control Committee of plans for a proposed Improvement, an Owner shall not construct or maintain an Improvement on a Lot that violates an express provision of the Amended and Restated Restrictions, or the Architectural Guidelines, the Architectural Control Committee and the Association at all times retaining the right to object to an Improvement on a Lot that violates an express provision of the Amended and Restated Restrictions or the Architectural Guidelines. An applicant shall have the right to appeal an adverse decision of the Architectural Control Committee to the Board of Directors. The Board of Directors shall have the authority to adopt procedures for appeals of decisions of the Architectural Control Committee. In the event of an appeal, the decision of the Architectural Control Committee shall remain in effect during the pendency of the appeal; there shall be no deemed approval of an application as a result of the Board's failure to act on an appeal within thirty (30) days. The decision of the Board of Directors shall be conclusive and binding on all parties.

3.04 Submission Requirements for Architectural Control Committee Approval. A request for approval of a proposed Improvement must include the following:

1. Two (2) copies of the current Briar Meadow Architectural Control Committee Approval form; the application must describe in detail the proposed Improvement and be signed by the Owner.
2. Two (2) copies of plans for the proposed Improvement, including dimensions, design, type of materials, and other relevant information.
3. Two (2) copies of the survey, showing the location of the proposed Improvement in relation to lot lines, setbacks, and existing Improvements on the Lot.
4. Two (2) copies of color samples, material samples and product specification data.
5. Two (2) copies of the signed contract for the construction of the proposed Improvement, if a signed contract then exists (if a signed contract does not then exist, the signed contract must be provided prior to the commencement of construction).

Any revisions, modifications or changes to plans previously approved by the Architectural Control Committee, prior to the commencement of construction or during construction, must be approved by the Architectural Control Committee in the same manner specified in this Article. If construction of an approved Improvement has not commenced within one (1) year of the date of the Architectural Control Committee's written approval [or within one (1) year of the date approval is deemed to have been given] approval shall automatically be revoked and construction of the Improvement shall not be commenced without submitting a new request for approval of the proposed Improvement to the Architectural Control Committee and receiving approval as provided in Section 3.03. Further, if construction of an approved Improvement has been commenced within one (1) year of the date of written or deemed approval but is not being pursued in a diligent, ongoing manner, the Architectural Control Committee shall have the authority, after notice and a reasonable opportunity to comply, to revoke the prior approval and cause the removal of the partially completed Improvement.

3.05. No Resubdivision. No Lot shall be permit further subdivided without the prior written approval of the Architectural Control Committee; provided that in no event shall a Lot be subdivided if it results in a violation of Paragraph 2.01 of the Amended and Restated Restrictions or would allow the construction of more than one Single Family Residence on a Lot. In addition, a further subdivision of a Lot must comply with any replatting requirements imposed by any governmental entity having jurisdiction.

3.06. Limitation of Liability. Neither the Association, its Board, the Architectural Control Committee, or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval or to any Owner of Property affected by the Amended and Restated Restrictions by reason of a mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person required to submit or submitting plans or specifications to the Architectural Control Committee for approval agrees by such submission, and every Owner agrees, that no action or suit against the Association, the Board, the Architectural Control Committee or any of the members thereof may be brought to recover any

damage or for any claim arising out of such person's or organizations' action or inaction in said capacities.

3.07. Architectural Guidelines. The Architectural Control Committee, with the approval of the Board of Directors of the Association, shall have the authority to promulgate Architectural Guidelines for the purpose of outlining minimum acceptable standards and requirements for proposed Improvements; provided that, the Architectural Guidelines shall relate only to matters within the discretionary authority of the Architectural Control Committee, not requirements or limitations expressly addressed in the Amended and Restated Restrictions. The purpose of the Architectural Guidelines is to supplement the Amended and Restated Restrictions with regard to matters within the discretionary authority of the Architectural Control Committee. No Architectural Guidelines shall be effective until recorded in the Official Public Records of Real Property of Harris County, Texas. The Architectural Guidelines may also address requirements relating to construction activities, including, by way of example and not in limitation, construction vehicle parking, the maintenance and removal of construction debris, temporary construction buildings and the use of audio equipment. The Architectural Guidelines may be supplemented and modified from time to time as deemed appropriate by the Board of Directors of the Association.

ARTICLE IV **Size and Location of Structures; Materials**

4.01. Types of Buildings. No building shall be erected, altered, placed or permitted to remain on a Lot other than:

4.01.01. One (1) Single Family Residence consisting of not more than two (2) stories of living space, which shall not exceed a height of thirty-five feet (35') from finished grade;

4.01.02. A private garage for not more than three (3) cars and bona fide servants' quarters, which garage and servants' quarters shall not exceed two (2) stories of living space, and which shall not exceed a height of thirty-five feet (35') from finished grade; and

4.01.03. One (1) storage building which complies with the provisions of the Amended and Restated Restrictions and is approved in writing by the Architectural Control Committee.

4.02. Minimum Allowable Area of Interior Living Space.

4.02.01. The minimum allowable area of interior living space in a Single Family Residence shall be two thousand (2,000) square feet.

4.02.02. The minimum allowable area of interior living space in ground floor of one and one-half (1-1/2) or two (2) story Single Family Residence on a Lot shall be one-thousand five-hundred (1,500) square feet.

4.02.03. A Single Family Residence that exists as of the effective date of the Amended and Restated Restrictions and which is subsequently destroyed or substantially damaged as the result of a casualty event (such as a fire or storm) may be rebuilt in substantial compliance with the prior plans notwithstanding that such Single Family Residence does not comply with the requirements of Paragraphs 4.02.01 and 4.02.02.

For purposes of this Section, the term “interior living space” excludes porches, decks, patios, Carports, Porte-cocheres, garages, and servants’ quarters.

4.03. Exterior Walls. The exterior walls of the Single Family Residence on a Lot shall be constructed with not less than seventy-five percent (75%) masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded. Masonry used on one (1) wall of an Attached Garage may be included in a calculation of the required percentage of masonry veneer. Non-masonry exterior walls must be clad in wood or fiber cement material. Vinyl or aluminum siding is not permitted. Stucco shall not be considered to be a masonry material for the purpose of complying with the requirement set forth in this Section that the exterior walls of the Single Family Residence on a Lot be constructed with not less than seventy-five percent (75%) masonry veneer. However, stucco may be used as cladding in combination with masonry so long as not less than fifty-one percent (51%) of the exterior walls of the Single Family Residence facing the street in front of the Lot or, in the case of a corner Lot, not less than fifty-one percent (51%) of the exterior walls of the Single Family Residence facing the street in front of the Lot and the side street, are constructed with masonry.

4.04. Window Treatments. No window in a Single Family Residence or other Improvement on a Lot that is visible from another Lot or a street adjacent to the Lot shall be covered with aluminum foil, other reflective material, or light-colored opaque material that is adhered to the surface of the window. No window or wall air conditioner shall be installed in a Single Family Residence or other Improvement on a Lot if visible from a street in the Subdivision.

4.05. Front and Side Lines. No Improvement other than a sidewalk or driveway shall be located on a Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the Plat. No Improvement shall be located nearer to an interior side property line than five (5) feet. For the purposes of this Section, eaves, steps and open porches shall not be considered to be part of the Improvement; provided that, no eave, step or porch shall overhang or encroach more than thirty inches (30”) across the front lot line or the side lot line and in no event shall an eave, step or porch encroach upon another Lot. A Detached Garage located wholly at the rear one-third (1/3rd) of a Lot may be located within three (3) feet of the interior property line of a Lot, except in those instances where the location of the Detached Garage in such manner would violate a dedicated easement. An Attached Garage shall be located wholly on the rear one-third (1/3rd) of a Lot, provided the location is approved in writing by the Architectural Control Committee.

4.06. Configuration. A Single Family Residence on a corner Lot shall face the street upon which the Lot fronts; the front of a Lot is deemed to be the property line having the smallest width. On certain irregular shaped corner Lots, the orientation of the Single Family Residence is hereby declared to be within the discretion of the Architectural Control Committee. A concrete sidewalk of standard width and construction parallel to the street in front of the Lot shall be included in the plans and specifications submitted to the Architectural Control Committee and shall be constructed before the Single Family Residence is occupied by the Owner; in the event of a corner Lot, a concrete sidewalk of standard width and construction parallel to the side street adjacent to the Lot shall also be included in the plans and specifications submitted to the Architectural Control Committee and shall be constructed before the Single Family Residence is occupied by the Owner. Provided that, the provisions in this Section relating to the construction of front and side sidewalks shall only be applicable in the event of the construction of a new Single Family Residence on a Lot or a major renovation of the existing Single Family Residence on a Lot; this provision shall not be construed to require the construction of a sidewalk on a Lot which does not have a sidewalk as of the effective date of the Amended and Restated Restrictions (except in conjunction with the construction of a new Single Family Residence on

the Lot or a major renovation of the existing Single Family Residence on the Lot). The Architectural Control Committee, acting reasonably and in good faith, shall have the authority to determine whether modifications or additions to a Single Family Residence on a Lot constitute a major renovation.

4.07. Fences. No fence or wall shall be erected, placed, altered, or maintained on a Lot nearer to the front property line than the minimum building setback line shown on the Plat or the front elevation of the Single Family Residence, whichever distance is greater. No fence or wall shall be erected, placed, altered or maintained on a Lot that has a height greater than eight (8) feet; provided, however, if a Lot is adjacent to land that is not within the Subdivision, the Owner of the Lot may, with the prior written approval of the Architectural Control Committee, construct a fence that does not exceed ten (10) feet in height along the property line adjacent to the land that is not within the Subdivision. No chain link fence shall be erected, placed or maintained on a Lot in a location that is visible from a street in the Subdivision. No chain link fence is permitted on the property line of a Lot.

Ownership of any wall or fence erected on a Lot shall pass with title to such Lot and it shall be the Lot Owner's responsibility to maintain such wall or fence. If a fence is located on the property line separating two (2) Lots, the Owners of the two (2) Lots shall have equal responsibility to maintain, repair and/or replace the fence. In the event the Owner or occupant of a Lot fails to maintain a wall or fence on the Lot in a reasonable manner as required by this Section and such failure continues after fifteen (15) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the wall or fence to be repaired or maintained and to do every other thing necessary to secure compliance with the Amended and Restated Restrictions, and may charge the Owner of such Lot for the cost of such work. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining a fence or wall on his Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board of Directors' reasonable, good faith determination shall be conclusive and binding on all parties. The Owner agrees by the purchase of such Lot to pay such charge immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article XVIII of the Amended and Restated Restrictions. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

4.08. Roofs. The roof of each building on a Lot shall be constructed or covered with Architectural Grade fiberglass reinforced or composition shingles having a minimum warranty of 30 years, or with metal, slate, tile or other material approved in writing by the Architectural Control Committee. All roofs must be installed in accordance with manufacturer's requirements such that they are warranted by the manufacturer for 110 mile per hour or greater wind events. All roof surfaces shall be of an earth tone color and shall be constructed or textured to have an appearance similar to that of a weathered wood shingle roof.

4.09. Location of Garages. If the entrance to an Attached Garage, Detached Garage, Porte-cochere or Carport faces the front property line of the Lot on which the Attached Garage, Detached Garage, Porte-cochere or Carport is located, the Attached Garage, Detached Garage, Porte-cochere or Carport shall not be nearer the front wall of the Single Family Residence closest to the Attached Garage, Detached Garage, Porte-cochere or Carport than twenty (20) feet.

4.10. Detached Garages, Carports, Porte-cocheres. A Detached Garage, Carport and Porte-cochere shall be:

4.10.01. Constructed with a peaked or pitched roof, and covered with the same roofing material as the Single Family Residence on the Lot;

4.10.02. Constructed utilizing brick or wood material that matches the Single Family Residence; and

4.10.03. Designed to be in architectural harmony with the Single Family Residence.

No Carport or Porte-cochere may be used for the storage of any material or property other than vehicles that are in operating condition. No Carport or Porte-cochere shall be placed or maintained nearer to the side Lot than three (3) feet.

4.11. Conversion of Garages. A Detached Garage or Attached Garage on a Lot may be converted into living space, provided that a Carport or Porte-cochere either exists on the Lot at the time the Detached Garage or Attached Garage is converted to living space or a Carport or Porte-cochere approved in writing by the Architectural Control Committee is constructed and completed prior to the date that the conversion of the Detached Garage or Attached Garage into living space is completed.

4.12. Landscaping. The front and side yards of a Lot must be sodded with grass and at all times kept mowed and edged in a reasonably neat and attractive manner. Rock or similar hardscape may be incorporated into the landscaping, but a solid rock or gravel yard or similar type of hardscape is not permitted in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level.

4.13. Tree Removal. No oak tree with a circumference greater than thirty inches (30") measured forty-eight inches (48") above the surface of the ground shall be removed from a Lot without the prior written approval of the Architectural Control Committee.

ARTICLE V

Temporary Structures

5.01. Temporary Structures. No structure, trailer, tent, shack, or outbuilding on a Lot shall be used as a residence or as living area either temporarily or permanently. Temporary moveable storage containers are not permitted to be placed or stored on a Lot for more than forty-eight (48) consecutive hours and then not more frequently than once every ninety (90) days. No storage building of any kind shall be placed on a Lot if visible from the street in front of the Lot at ground level. No storage building of any kind shall be placed or constructed on a Lot without the prior written approval of the Architectural Control Committee. A dumpster or similar type of construction waste material container is permitted on a Lot only for construction for which a City of Houston permit has been issued and then only for the duration of the construction; provided that, the construction work must be diligently pursued to completion. The dumpster or container must be periodically emptied; waste material within the dumpster or other container is not permitted to extend above the sides of the dumpster or container. A portable toilet facility placed on a Lot during construction must either be located at the rear of the Lot so it is not visible from the street or screened from view with a solid wood fence not less than six feet (6) in height and situated on the Lot so that the door to the facility opens away from the street.

ARTICLE VI
Storage of Vehicles and Equipment

6.01. **Storage of Vehicles.** No boat, trailer, recreational vehicle of any kind, camper tops or rigs off truck, boat rigging or disabled or non-operating vehicle of any type shall be parked or stored on a street in the Subdivision, on an unpaved portion of a Lot, or otherwise in view from a street in the Subdivision or another Lot. Such vehicles may be kept on a Lot only if completely screened from view either within the garage or behind a solid fence.

6.02. **Commercial Vehicles.** No commercial vehicle owned or operated by the Owner or occupant of a Lot shall be parked in view from a street in the Subdivision. A commercial vehicle is required to at all times be completely screened from view from a street in the Subdivision either within the garage or behind a solid fence. For purposes hereof, a commercial vehicle means a vehicle manufactured or adapted or modified for a business or commercial use or a vehicle that displays any kind of sign, logo, icon or advertising.

6.03. **Inoperable Vehicles.** A disabled or inoperable vehicle shall not be parked or stored on a street in the Subdivision, on a Lot if visible from a street in the Subdivision or another Lot in the Subdivision. For the purposes of this paragraph, a vehicle is deemed to be disabled or inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not have fully inflated tires, (c) it is on a jack, blocks or the like or (d) it is otherwise incapable of being legally operated on a public street.

ARTICLE VII
Nuisances; Septic Tanks; Exterior Lighting

7.01. **Nuisances.** No Lot or Single Family Residence or other Improvement on a Lot shall have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or hazardous to the health or well-being of surrounding residents. No condition or activity shall be permitted on a Lot which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents by reason of noise, odor, dust, fumes or the like. No nuisance shall be permitted to exist or operate on a Lot. For purposes hereof, a nuisance shall be an activity or condition on a Lot which is reasonably considered by the Board of Directors to be offensive or an annoyance to surrounding residents of ordinary sensibilities and/or which is reasonably determined to reduce the desirability of either the Lot on which the activity or condition exists or an adjacent Lot. Gasoline engine-powered lawn equipment may be operated on a Lot only between the hours of 7:00 a.m. and 8:00 p.m.; the operation of the gasoline engine-powered lawn equipment on a Lot at any other time is deemed to be a nuisance to surrounding neighbors.

7.02. **Septic Tanks.** No septic tanks shall be constructed or maintained on a Lot and no water well shall be drilled, dug or maintained on any portion of the Subdivision.

7.03. **Exterior Lighting.** All exterior lighting on a Lot other than porch lights, breezeway lights and standard types of patio lights must be approved in writing by the Architectural Control Committee as to type, location and illumination. No exterior lighting shall be directed toward another Lot or unreasonably illuminate beyond the boundaries of the Lot on which the lighting fixture is situated. High intensity lighting, such as mercury vapor or high pressure sodium or metal halide is not permitted except on Lots on the perimeter of the Subdivision, but then only with the prior written approval of the Architectural Control Committee and in a manner that does not unreasonably

illuminate an adjacent Lot or otherwise unreasonably disturb the occupants of an adjacent Lot. Low voltage landscape lighting is permitted; provided that the lighting is white or amber. The Architectural Control Committee shall have the authority to determine whether exterior lighting is directed toward another Lot or unreasonably illuminates beyond the boundaries of a Lot and its reasonable, good faith determination shall be conclusive and binding. A gas or electric post light shall not exceed eight (8) feet in height, measured from the surface of the ground to the highest point of the post light. The design, color and location of a post light require the written approval of the Architectural Control Committee prior to installation. Christmas lights are permitted on a Lot and on the Single Family Residence on a Lot only during the period commencing November 15th of a year and ending February 1st of the following year.

ARTICLE VIII

Signs

8.01. **Signs.** No sign of any kind shall be erected or displayed on a Lot except:

- (a) One (1) ground mounted sign not larger than five (5) square feet advertising the Lot for sale or lease.
- (b) One (1) ground mounted builder identification sign not larger than five (5) square feet during the construction of a Single Family Residence or other Improvement on a Lot.
- (c) One (1) ground mounted home security sign provided by a professional security company no larger than one (1) square foot in the front of the Lot; one (1) additional sign shall be allowed in the rear of the Lot or at a side yard if the sign is not visible from a street in the Subdivision in the front or rear.
- (d) One (1) only ground mounted temporary school or school or children's athletic organization sign not larger than five (5) square feet and located in the front landscape beds not more than three (3) feet from the front wall of the Single Family Residence.
- (e) A Homeowner may display a maximum of one political sign for each candidate running and each ballot item to be decided at an election, and may display such sign(s) for no more than 90 days before the election date and for no more than 10 days after the election is held. The maximum size of each such sign shall be four feet by six feet. No such sign shall: (a) contain roofing material, siding, paving materials, flora, balloons, light, or similar building, landscaping, or nonstandard decorative components; (b) be attached to plants, traffic control devices, a light, a trailer, a vehicle, or any other existing structure or object (as opposed to ground-mounted); (c) include the painting of architectural surfaces; (d) threaten the public health or safety; (e) violate a law; or (f) contain language, graphic, or any display that would be offensive to the ordinary person; or (g) be accompanied by music or other signs or streamers or otherwise be distracting to motorists. The provisions of this subsection are intended to be consistent with Texas Property Code Section 202.009 "Regulation of Display of Political Signs", as the same presently exists or may hereafter be amended from time to time; the provisions of this subsection shall be construed to be as restrictive as possible without violating the provisions of the Texas Property Code.

Signs erected or displayed on a Lot, or in a street or esplanade, in violation of the Amended and Restated Restrictions may be removed by a member of the Board or the Architectural Control Committee without notice to any Person.

ARTICLE IX
Visual Screening

9.01. **Visual Screening.** All clotheslines, equipment, garbage cans, service yards, wood piles, refuse containers, or storage piles and household projects such as equipment or vehicle repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring Lots, streets, parks and public areas. All rubbish, trash and garbage shall be kept in sanitary refuse containers, stored at the back of a Lot, from which it shall be regularly removed.

ARTICLE X
Animals

10.01. **Animals.** No animals or birds, other than a maximum of four (4) generally recognized house or yard pets, shall be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious toward other animals and/or humans is permitted in the Subdivision. No unleashed dog is permitted on a street in the Subdivision. A dog must be kept either in the Single Family Residence or other Improvement on the Lot or in a yard fully enclosed by a fence. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of an animal or bird shall be maintained so as to be visible from a street in the Subdivision or a neighboring Lot at ground level. The Board shall have the authority to determine whether, for the purposes hereof, a particular animal or bird is a generally recognized house or yard pet, an exotic animal, an inherently aggressive or vicious animal, or a nuisance, or whether the number of animals or birds kept on a Lot is reasonable, and its reasonable, good faith determination shall be conclusive and binding on all parties.

ARTICLE XI
Oil, Gas and Mining Operations

11.01. **Drilling and Related Activities.** No drilling, development, refining, quarrying, mining or prospecting for any oil, gas or other minerals of any kind shall be permitted on a Lot, nor shall any well, tanks, tunnels, mineral excavations or shafts be permitted upon a Lot. No derrick or other structure designed for use in boring for any mineral shall be erected, maintained or permitted upon a Lot.

ARTICLE XII
Antennas

12.01. **Antennas.** No exterior antenna, aerial, satellite dish, or other apparatus for receiving television, radio, satellite or other signals of any kind or related guy wires, poles, posts or equipment shall be placed, allowed or maintained on a Lot or Single Family Residence if visible from the street in front of the Lot unless it is not possible to receive an adequate signal from a location that is not visible from the street in front of the Lot. In the event that an adequate signal can only be received from a location that is visible from a street in the Subdivision, the visible location of the antenna must be approved by the Architectural Control Committee prior to installation. The Architectural Control Committee may require an antenna to be screened in whatever manner is deemed appropriate so long as the screening does not substantially interfere with reception. No satellite dish antenna which is larger than one (1) meter in diameter is permitted under any circumstances. A mast for an antenna shall not extend above the center ridge of the roofline of a Single Family Residence unless otherwise permitted by the Act (as defined below). Provided that, in no event shall a mast for an antenna that exceeds the height of twelve (12) feet above the center ridge of the roofline of a Single Family Residence be installed without the prior written approval of the Architectural Control Committee; an antenna may be prohibited if the antenna cannot be safely installed on a mast that extends more than twelve (12) feet above the center ridge of the roofline of the Single Family Residence. The provisions of this paragraph are intended to be consistent with the Telecommunications Act of 1996 (the "Act") and FCC regulations promulgated under the Act, as same presently exist or may hereafter be amended; the provisions of this paragraph shall be construed to be as restrictive as possible without violating the provisions of the Act or applicable FCC regulations.

ARTICLE XIII **Sight Line Obstructions**

13.01. **Sight Line Obstructions.** No fence, wall, hedge, shrub or other Improvement which obstruct sight lines at elevations between two (2) and six (6) feet above the street elevation shall be placed or permitted to remain on any corner Lot within the triangular area formed by the streets, property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended to intersection. The same sight line limits shall apply on a Lot within ten (10) feet from the intersection of the street property line with the edge of a driveway pavement. No tree shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines.

ARTICLE XIV **Maintenance**

14.01. **Yard Maintenance.** The lawn on a Lot shall be mowed, edged and watered to maintain a reasonably neat and attractive appearance. All landscaping shall be regularly trimmed, pruned and otherwise maintained in a healthy and attractive appearance. Proper maintenance includes pruning, mowing, weed control, disease control, and replacement of dead or diseased plant materials and sod. Dead, diseased or damaged trees, which might create a hazard to property or persons on the Lot on which the dead or diseased tree is located or an adjacent Lot, shall be promptly removed. Trees overhanging any sidewalk that is parallel to a street shall be trimmed to eight (8) feet above the ground. No garbage, trash, rubbish or any other material shall be burned on a Lot. No vegetable garden shall be planted or kept in the front yard of a Lot or, in the case of a corner Lot, the side yard adjacent to the side street.

14.02. Damage or Destruction of Improvements. Each Owner is obligated to maintain the Lot and all Improvements on the Lot in a neat and habitable manner. In the event of damage to any Improvement, the Owner shall have ninety (90) days to begin repairing or demolishing the destroyed or damaged portion, unless such period is extended in writing by the Board of Directors; once repair or demolition is commenced, such repairs or demolition must be diligently pursued to completion.

No Single Family Residence or other Improvement on a Lot shall be permitted to fall into disrepair, and each Single Family Residence or other Improvement on a Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at the Owner's sole cost and expense. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining the exterior of the Single Family Residence and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board of Director's reasonable, good faith determination shall be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Single Family Residence or other Improvement on the Lot in good condition and repair, and such failure continues after not less than thirty (30) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Single Family Residence or other Improvement on the Lot and otherwise cause the Single Family Residence or other Improvement on the Lot to be placed in good condition and repair, and do every other thing necessary to secure compliance with the Amended and Restated Restrictions. The Association shall charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charges immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article XVIII of these Amended and Restated Restrictions. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner. An Owner may appeal the determination that the exterior of the Single Family Residence and/or other Improvement is not being maintained in a reasonable manner and in accordance with the standards of the Subdivision if a written request is submitted to the Board of Directors within thirty (30) days of the date of Owner's receipt of written notice from the Association. The written request for an appeal shall include a statement of the reason(s) for the failure to perform the required maintenance and/or repair work.

ARTICLE XV **Easements**

15.01. Location. Easements for the installation, removal, replacement and maintenance of equipment of public utilities as shown on the Plat of the Subdivision are reserved herein. No building or other permanent structure shall be constructed or placed within any of the ground easements shown on the Plat of the Subdivision.

15.02. Utility Equipment. The title to a Lot shall not include title to any utility equipment located within these easements.

15.03. Right of Entry and Liability. The right of entry to an easement for the purpose of constructing, maintaining, replacing and repairing any public utility equipment located therein is expressly reserved and neither the parties executing this instrument, nor their assigns, nor the operator of any public utility shall be liable for damage to any plant, structure or building situated on such easement because of any construction, maintenance, removal or repair of the equipment.

ARTICLE XVI **Enforcement**

16.01. **Abatement of Violations.** In the event the Owner or occupant of a Lot violates the provisions of the Amended and Restated Restrictions, and such violation continues for a period of ten (10) days after written notice thereof to the Owner by certified mail, the Association may, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and:

16.01.01. Cut, or cause to be cut, weeds, grass, and/or dead, damaged, overhanging or diseased trees;

16.01.02. Remove or cause to be removed, garbage, trash and rubbish;

16.01.03. Repair, demolish, alter or cause to be repaired, demolished, or altered any Improvement that is destroyed or damaged; or

16.01.04. Do any other thing necessary to secure compliance with the Amended and Restated Restrictions, so as to place the Lot and the Improvements on the Lot in a neat, attractive, healthful and sanitary condition. The Association may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of the Lot to pay any statement immediately upon receipt thereof. If any such Owner shall fail to pay the Association within thirty (30) days after receipt of a statement for such work, then the amount of such charge shall constitute a lien on the Lot on which such work was performed, which lien shall be enforceable in accordance with Article XVIII of the Amended and Restated Restrictions.

16.02. **Enforcement.** The provisions of the Amended and Restated Restrictions shall run with all of the Lots in the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines, not exceeding \$150.00 per violation, for violations of the provisions of the Amended and Restated Restrictions or the Architectural Guidelines, if any, and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of the Amended and Restated Restrictions and/or the Architectural Guidelines. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article XVIII of the Amended and Restated Restrictions. In the event any one or more persons, firms, corporation or other entities shall violate or attempt to violate any of the provisions of the Amended and Restated Restrictions, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

ARTICLE XVII **Term; Amendment; Termination**

17.01. **Automatic Extensions.** The Amended and Restated Restrictions shall run with the land and shall be binding on all Persons owning a Lot in the Subdivision until January 1, 2018, at which time these Amended and Restated Restrictions shall automatically be extended

successive then (10) years each.

17.02. **Amendment.** These Amended and Restated Restrictions may be amended by an instrument approved in writing by Owners (as of the date of recording the amendment document) representing not less than a majority of the Lots in the Subdivision. Each written approval must be dated but the signature of an Owner approving the amendment need not be acknowledged: provided that, a certificate signed and acknowledged by an officer of the Association must be attached to the amendment document verifying that Owners of the requisite number of Lots in the Subdivision have approved the amendment and that such written approvals were obtained within the time period specified in this paragraph. In the event there are multiple Owners of a Lot, the approval may be reflected by the signature of a single co-owner. For an amendment document to be valid, the approvals of Owners (as of the date of recording) of the requisite number of Lots must be obtained within one (1) year of the date of the first written approval obtained. Further, no amendment shall be effective until the amendment document, to which the certificate of an officer of the Association and the written approvals of the Owners are attached, is recorded in the Official Public Records of Real Property of Harris County, Texas.

17.03. **Termination.** The Amended and Restated Restrictions may be terminated in their entirety at any time by a written instrument, executed by the Owners of not less than ninety-five percent (95%) of the total number of Lots in the Subdivision, which termination shall be effective upon recording the executed termination instrument in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE XVIII **Maintenance Fund**

18.01. **Annual Maintenance Charge.** Each Lot shall be subject to an Annual Maintenance Charge in an amount established in accordance with Section 18.03 for the purpose of creating the Maintenance Fund. Each Annual Maintenance Charge shall be payable to the Association annually in advance on January 1st of each year.

18.02. **Lien on Lot.** The Annual Maintenance Charge shall constitute a lien on each Lot superior to all other liens except (1) all taxes, bonds, and other levies which, by law, would be superior thereto, and (2) the lien of any mortgage for the purchase of a Lot and any renewal, extension or rearrangement of such purchase money mortgage. Each Owner of a Lot, by accepting a deed to the Lot, whether or not it shall be so expressed in the deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association each and all of the Annual Maintenance Charges levied against his Lot as same shall become due and payable.

18.03. **Initial Rate; CPI Increases.** Commencing in the year in which the Amended and Restated Restrictions become effective, the maximum amount of the Annual Maintenance Charge shall be \$610.00. Commencing in the year next following the year in which the Amended and Restated Restrictions become effective, the Annual Maintenance Charge may be adjusted (increased or decreased) by the Board from year to year as the needs of the Association may, in the Board's judgment, require; provided that, unless increased in accordance with the provisions of Section 18.04, the Annual Maintenance Charge shall not be increased in any year by amount greater than a ten percent (10%) increase over the prior year's Annual Maintenance Charge. Provided further that, in no event shall the aggregate increase in any three (3) year period be greater than a twenty percent (20%) increase over the Annual

Maintenance Charge in effect during the first year of the applicable three (3) year period.

18.04. Increases by Owners' Vote. The maximum Annual Maintenance Charge may be increased above that established in Section 18.03 only upon the written approval of a majority of the Owners entitled to vote who are present, either in person or by proxy, at a meeting called for that purpose at which a quorum is present. Such meeting may be called by the Board of the Association, and must be called upon the receipt of a written request signed by not less than ten percent (10%) of the Owners. Written notice of the meeting must be mailed to the last known mailing address of each Owner or delivered to those Owner-occupied residences no later than (15) days in advance of the date set for the meeting. Said notice shall include the date, time and place of the meeting along with the proposed increase in the maximum Annual Maintenance Charge with supporting budgets. The written affirmative vote of any Owners agreeing to change the Annual Maintenance charge must be obtained within sixty (60) days from the date of the meeting of the Owners called for that purpose.

18.05 Enforcement of Annual Maintenance Charge. If an Annual Maintenance Charge is not paid within thirty (30) days of the due date, the Annual Maintenance Charge shall be deemed to be delinquent, and such 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 obligated to pay the same or foreclose the lien against the Lot, through appropriate judicial or non-judicial proceedings. Interest, collection costs, late charges, and attorney's fees shall be added to and become a part of such Annual Maintenance Charge. The lien on each Lot may be foreclosed by non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code, and each Owner expressly grants to the Association a power of sale in connection therewith. The Board shall, whenever it proceeds with non-judicial foreclosure, designate in writing a Trustee to serve and post or cause to be served and posted all required notices of such foreclosure sale and to conduct such foreclosure sale. No Owner shall be relieved from liability for the Annual Maintenance Charge by abandonment of the Owner's Lot. The Association may also suspend the voting rights and rights of an Owner to use property and amenities owned by the Association for any period during which any assessment against such Owner's Lot remains unpaid. No sale or transfer of a Lot shall relieve such Lot from liability for any Annual Maintenance Charge which became due prior to the date of the sale or transfer, or from the lien on the Lot; provided that, the sale of a Lot by foreclosure of the first lien mortgage against a Lot shall terminate the lien for all Annual Maintenance Charges which accrued prior to the date of such foreclosure sale and the purchaser at such sale shall not be liable for such sums.

18.06. Use of Maintenance Fund. The Association shall apply the Maintenance Fund so far as the same may be sufficient, toward the payment of expenses incurred for any or all of the following purposes; lighting, improving and maintaining streets parkways and esplanades; improving and maintaining the Subdivision's clubhouse and swimming pool, including lifeguards and assistants, the pool site and improvement thereon; collecting and disposing of garbage, trash, ashes, rubbish and the like; caring for vacant Lots; paying legal and all other expense incurred in connection with the collection, enforcement and administration of the Maintenance Fund and the enforcement of all covenants and restrictions for the Subdivision; employing policemen, constables and watchmen; providing a directory of Owners of Lots in the Subdivision; and doing any other thing necessary or desirable in the opinion of the Board to keep the Subdivision neat and in good order, or which the Board considers of general benefit to the Owners or occupants of Lots in the Subdivision. It is understood that the judgment of the Board, in the expenditure of the Maintenance Fund, shall be final and conclusive so long as such judgment is exercised in good faith.

18.07. **User Fees.** The Board of the Association may, in its sole discretion, establish reasonable fees and charges for the use of the clubhouse and swimming pool. The funds received from such charges shall become a part of the Maintenance Fund.

ARTICLE XIX
Briar Meadow Homeowners' Association, Inc.

19.01. **Management by Association.** The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, administration, and operation of the Subdivision as provided for in its Articles of Incorporation and Bylaws and as provided in the Amended and Restated Restrictions. The Association shall be entitled to enter into such contracts and agreements concerning the Subdivision as necessary or appropriate to maintain and operate the Subdivision including, without limitation, the right to enter into agreements on matters of maintenance, trash pick-up, patrol services, and the operation and maintenance of the clubhouse and swimming pool.

19.02. **Membership in Association.** Each Owner of a Lot, whether one or more Persons, shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

19.03. **Voting of Members.** Each Member in Good Standing shall be entitled to one (1) vote per Lot owned on each matter submitted to a vote of the Members. No Member in Good Standing shall be entitled to vote at a meeting of the Association until such Member in Good Standing has presented evidence of ownership of a Lot in the Subdivision to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one Member in Good Standing of the Association, such Members in Good Standing shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot. The Member in Good Standing exercising the vote for the Lot shall be deemed to be designated to vote on behalf of the Members in Good Standing having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members in Good Standing may exercise their vote at such meetings either in person or proxy. Fractional votes and split votes shall not be permitted. Cumulative voting shall not be permitted.

19.04. **Rules and Regulations.** The Board of the Association may make and enforce reasonable rules and regulations governing the use of the Property, the Lots, the esplanades and the clubhouse and swimming pool, which such rules and regulations shall be consistent with the rights and duties established by the Amended and Restated Restrictions. Sanctions may include suspension of the right to vote and use the clubhouse and swimming pool.

ARTICLE XX
General Provisions

20.01. **Invalidation.** Invalidation of any term or provision of the Amended and Restated Restrictions by judgment of any court or otherwise shall not affect any other provision, which shall remain in full force and effect, except as to any terms and provisions which are invalidated.

20.02. **Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, other entities or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

20.03. **Headings.** The headings to sections of the Amended and Restated Restrictions are for convenience only and shall not be used to construe, interpret or limit the meaning of any terms or provisions hereof.

20.04. **Application of Restrictions.** The terms and provisions of the Amended and Restated Restrictions shall apply to, be binding upon, and inure to the benefit of the Association, all Owners of Lots in the Subdivision and their successors and assigns.

20.05. **Existing Conditions.** The provisions of this instrument shall become effective upon recording. If a circumstance, condition or improvement ("Condition") exists as of the date this instrument is recorded and the Condition is in violation of the provisions of both the Amendment to Restrictions, Covenants, Reservations and Easements Applicable to Briar Meadow Subdivision and this instrument, the Condition is required to be corrected to comply with the provisions of this instrument. If a Condition exists as of the date this instrument is recorded and the condition is not in violation of the provisions of the Amendment to Restrictions, Covenants, Reservations and Easements Applicable to Briar Meadow Subdivision but it is in violation of the provisions of this instrument, the Condition shall not be required to comply with the provisions of this instrument. However, if a Condition that does not comply with this instrument as of the date of recording is voluntarily or involuntarily removed, or discontinued after the date this instrument is recorded, such Condition shall not be renewed or replaced in a manner inconsistent with the provisions of this instrument. The Association or any Owner of a Lot in the Subdivision shall have the right to proceed with or initiate action against any person who is in violation of the provisions of the Amendment to Restrictions, Covenants, Reservations and Easements Applicable to Briar Meadow Subdivision so long as the Condition constituting a violation of the Modification.

20.06. **Interpretation.** The provisions of these Amended, Restated and Consolidated Restrictions shall be liberally construed to give effect to their purposes and intent.

Executed on the dates set forth in the attached consent forms, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.