

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR "BRIARWOOD HARBOR"

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HENDERSON §

THAT WHEREAS, LARRY J. HENDRICKS, INC., hereinafter called the Declarant, is the owner of all that certain real property located in Henderson County, Texas, described as follows:

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges, as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

Owner

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02 "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.

1.03. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume D at Page 120 of the Plat records of Henderson County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

Declarant

1.04 "Declarant" shall mean and refer to LARRY J. HENDRICKS, his successors heirs and assigns, if such successors, heirs or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. Declarant shall designate and appoint an Architectural Control Committee consisting of three (3) qualified persons, which committee shall serve at the pleasure of the Declarant.

Approval of Plans and Specifications

2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications and plot plan showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

2.04. All buildings erected on said lots must be completed within 180 days from commencement of construction and must be built by a qualified building contractor.

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly

manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR
USE RESTRICTIONS

Type of Buildings Permitted

4.01. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling erected on a concrete slab foundation or a pier and beam foundation and must include a garage or portecochere and shall not exceed two stories in height.

Minimum Floor Area and Exterior Walls

4.02. Any residence constructed on Lots 1 through 11 and 27 through 35 must have a floor area of not less than 1,600 square feet, and lots 12 through 26 and 36 through 48 shall have a floor area of not less than 1,500 square feet, exclusive of open or screened porches, terraces, patios, driveways, portecocheres and garages. The exterior walls of any residence shall consist of not less than 40% percent masonry construction or 80% redwood or cedar.

4.03. No building shall be located on any Lot nearer to the front Lot line (street side) than 25 feet on Lots 28 through 32 and 39 through 40, and 30 feet on Lot 27, 40 feet on Lots 1 and 2, 20 through 26, 33 and 41 through 48; 50 feet on Lots 3 through 19 and 34 through 35; 60 feet on Lot 36; and 75 feet on Lots 37 through 38. No building shall be located nearer to the 325 foot level of Cedar Creek Lake Reservoir than 25 feet on Lots 28 and 31 through 32; 32 feet on Lot 27; and 40 feet on Lots 1 through 26, 29 through 30, and 33 through 38. On Interior Lots 39 through 48 no building shall be erected within 20 feet of the back property line.

Resubdivision or Consolidation

4.04. None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may

subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraphs 4.02 and 4.03 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having less than 15,000 square feet.

Easements

4.05. Easements for the installation and maintenance of utilities and drainage facilities are reserved as 5 foot along all boundary lines of each lot as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

4.06. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.07. No structure of a temporary character, modular home, prefabricated home, trailer, mobil home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No camping shall be permitted on any lots in said subdivision. All lots must be maintained in a neat and orderly manner.

Signs

4.08. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Oil Development Prohibited

4.09. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use on boring for oil, natural gas, or other minerals, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

4.10. No Lot shall be used or maintained as dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Animals

4.11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Fences, Walls, Hedges and Utility Meters

4.12. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision fences, subject to decisions of the Architectural Control Committee.

Shrubs and Trees

4.13. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

Trucks, Buses and Trailers

4.14. No truck, bus, trailer, campers, motor homes or inoperable motor vehicle, shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, trailer, camper, motor home or inoperable motor vehicle, shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

4.15. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE FIVE

EASEMENTS

Reservation of Easement

5.01. All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume _____ at Page _____ of the Plat Records of Henderson, County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE SIX

GENERAL PROVISIONS

Enforcement

6.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

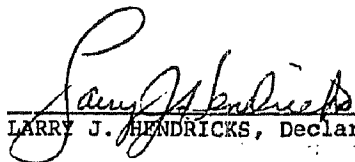
Severability

6.02. The covenants, conditions, and restrictions by judgment or Court Order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

6.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by any instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Henderson County, Texas, not until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 30th day of April, 1985.


LARRY J. HENDRICKS, Declarant

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HENDERSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared LARRY J. HENDRICKS, the Declarant of "BRIARWOOD HARBOR", known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of April, 1985.

MY COMMISSION EXPIRES:

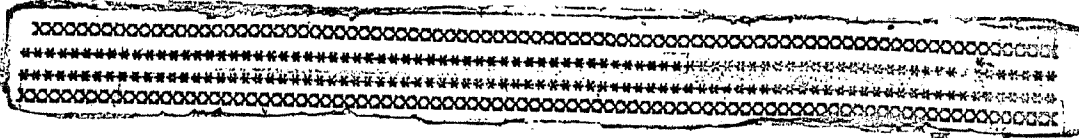
12-31-88



DAVID McCALL, Notary Public
In and for the State of Texas
My Commission Expires 12-31-88

[Signature]
Notary Public in and for the
State of Texas

FILED FOR RECORD THIS 6 DAY OF May A.D. 1985 AT 10:12 O'CLOCK Am
JOE DAN FOWLER CLERK COUNTY COURT HENDERSON CO. TEXAS BY TE DEPUTY



11512

AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR "BRIARWOOD HARBOR"

THE STATE OF TEXAS X
COUNTY OF HENDERSON X

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on April 30, 1985, LARRY J. HENDRICKS, INC. executed and caused to be recorded in Volume 1111, Page 340, Deed Records of Henderson County, Texas, restrictive covenants affecting Briarwood Harbor, an Addition in Henderson County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, LARRY J. HENDRICKS, INC. desire to amend said restrictive covenants as follows:

Article Four, Paragraph 4.01 shall be amended as follows:

4.01 Unless approved in writing by the Architectural Control Committee, all lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling erected on a concrete slab foundation or a pier and beam foundation and must include a garage or portecochere and shall not exceed two stories in height.

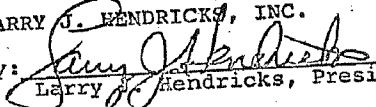
Article Four, Paragraph 4.03 shall be amended as follows:

4.03 Unless approved in writing by the Architectural Control Committee, no building shall be located on any lot nearer to the front line (street side) than 25 feet on Lots 28 through 32 and 39 through 40; and 30 feet on Lot 27; 40 feet on Lots 1 and 2, 20 through 26, 33 and 41 through 48; 50 feet on Lots 3 through 19 and 34 through 35; 60 feet on Lot 36; and 75 feet on Lots 37 through 38. Unless approved in writing by the Architectural Control Committee, no building shall be located nearer to the 325 foot level of Cedar Creek Lake Reservoir than 25 feet on Lots 28 and 31 through 32; 32 feet on Lot 27; and 40 feet on Lots 1 through 26, 29 through 30, and 33 through 38. On interior Lots 39 through 48, unless approved in writing by the Architectural Control Committee, no building shall be erected within 20 feet of the back property line.

NOW, THEREFORE, the undersigned does hereby declare that the said restrictive covenants as recorded in Volume 1111, Page 340, Deed Records of Henderson County, Texas, which are amended herein, shall remain in full force and effect, as amended herein.

EXECUTED this the 25th day of June, 1985.

LARRY J. HENDRICKS, INC.

By: 
Larry J. Hendricks, President

