

THE STATE OF TEXAS    }  
  }  
COUNTY OF HARRIS    }        KNOW ALL MEN BY THESE PRESENTS:

THAT WOODWAY MANOR CORP., N-MISCH, INC. and NTER, INC., each being corporations organized under the laws of the State of Texas and each acting herein by and through its duly authorized officers, being the owners of that certain 46.1467 acres out of the John D. Taylor League in Harris County, Texas, which has been subdivided into what is known as BRIARBEND, SECTION ONE, according to the map of said subdivision filed for record in the office of the County Clerk in Harris County, Texas on May 17, 1956 under File No. 1600565, and desiring to create and carry out a uniform plan for the improvement and development of said subdivision, do hereby adopt and establish the following restrictions, covenants, reservations and easements to apply uniformly to the use and occupancy of all lots in said subdivision, and do hereby provide that all said restrictions, covenants, reservations and easements shall be covenants running with the land and that all owners of said lots shall be bound by the terms and provisions hereof, and that the same shall be enforceable by any person, firm or corporation owning any of said lots, subject to these restrictions, covenants, reservations and easements, which are as follows, to-wit:

1.        LAND USE:

A. All lots shown on the recorded map of the subdivision shall be used for residential purposes only. This provision, however, shall not apply to the tracts marked RESERVE "A", RESERVE "B" and RESERVE "C" on the recorded map of the subdivision.

B. No lots may be resubdivided into building sites having a width of less than seventy (70) feet at the front building line shown on the recorded map of the subdivision, or having an area of less than seven thousand (7,000) square feet in each building site.

C. RESERVE "A" and RESERVE "B" may be used for any lawful purpose or purposes.

RESERVE "C" may be used partly for the construction, maintenance and operation of sewage disposal facilities and/or other public utility facilities; and may be used partly for the construction, maintenance and operation of a swimming pool and/or club house and/or park for the use of residents in the subdivision, but the undersigned shall have no obligation, either express or implied, to create any pool, club house or park thereon. Any portion of RESERVE "C" not used for any of the foregoing purposes may be divided into building sites for residential use and thereupon these building sites shall be subject to all the provisions of this instrument relating to residential building sites.

(Am 4) D. Notwithstanding any provision in the Complete Declaration, no building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Single Family residential dwelling not to exceed two (2) stories in height and a two-story private Attached or Detached Garage or Carport or Porte-cocheres for not more that three (3) cars and bona fide servants' quarters, which structures shall not exceed the Single Family residence in height or number of stories.

E. Single Family. Each Living Unit shall be used and occupied for residential purposes by only one Single Family.

(Am 4) F. Prohibition of Commercial Activities. No Lot shall ever be used, caused, allowed or authorized to be used in any way, directly or indirectly, for any business, professional, commercial, manufacturing, mercantile, storing, vending, or other non-residential purpose (including, but not limited to, garage or yard sales; provided, however, that upon written request, the Board of Directors may permit an Estate Sale, in the event of the death of an Owner). Notwithstanding the foregoing, this Paragraph F. shall not be construed to prevent a Lot Owner from using part of the main residence as a home office. Such home office activities may include "telecommuting" or similar such home office activities, but shall not include activities which constitute a "store front" or require visitation by the general public for the conduct of business. The Board of Directors shall have sole discretion regarding the interpretation of this Provision.

G. New Construction. All buildings, structures, and other improvements erected or placed on the Property shall be of new construction.

H. Duty to Restore. In the event that a building is damaged or destroyed by fire or other natural causes, the building may be restored to substantially the same plans and specifications, including materials, as the original without the approval of the Architectural Control Committee. However, plans shall be submitted to the Architectural Control Committee as required for new construction and alterations pursuant to Paragraphs 2 and 3 below. Construction activities to repair or remove said building must be initiated within six (6) months and completed within twelve (12) months of the date of such damage or destruction.

2. ARCHITECTURAL CONTROL:

A. There is hereby created an ARCHITECTURAL CONTROL COMMITTEE which shall be composed of three (3) members. The initial members shall be Leo V. McConnell, Glen McMillan and Kenneth B. Vines, each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time the then record owners of a majority of the residential lots in the subdivision shall have the power to change the membership of the committee, to withdraw any powers from the committee and to restore to the committee any of the powers and duties created hereunder, by the execution of an instrument fully acknowledged and duly recorded in the Deed Records of Harris County, Texas.

The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

(Am 4) B. No building or structure shall be erected, placed, or altered on a Lot until the plans and specifications therefor, and a plot plan of the building site showing the location of all buildings or structures to be erected, placed or altered thereon, have been approved by the Architectural Control Committee. This approval may include requirements relating to the quality of workmanship and materials, harmony of external design with existing structures and location of buildings and structures with respect to topography and finished grade elevations. Notwithstanding any provision contained in the Complete Declaration, the Architectural Control Committee shall have the authority, subject to the approval of the Board of Directors as hereinafter specified, to approve plans and specifications which do not conform strictly with the provisions of the Complete Declaration, but which do not materially deviate from the provisions of the Complete Declaration. Any such variance approved by the Architectural Control Committee shall be submitted in writing to the Board of Directors. Approval by the Board of Directors shall be granted by an affirmative vote of a majority of the members present at a regular meeting pursuant to that certain document entitled Constitution and By-Laws of the Briarbend Community Improvement Association and evidenced by a recordable instrument setting forth the nature of the variance. Said instrument shall be prepared at the expense of the Lot owner requesting such variance and shall be filed of record.

3. SIZE AND LOCATION OF STRUCTURES AND MATERIALS:

A. The ground floor area of any main residence building, exclusive of porches, garages, storage rooms and/or servants' quarters, shall not be less than 1700 (Seventeen hundred) square feet of usable floor space.

(Am 2) B. Exterior walls of all main residence buildings shall be constructed with not less than fifty-one percent (51%) masonry veneer. This requirement shall also apply to additions to these buildings, unless otherwise approved in writing by the Architectural Control Committee due to an unavailability of suitable matching or harmonizing brick. In computing this percentage, only solid opaque surfaces shall be included.

Without Architectural Control Committee written approval, no roofing material shall be used other than roofing material already covering the roof of a building or structure on a lot.

C. No building shall be located on any building site nearer to the front lot line or to the side street line than the minimum building set-back lines shown on the recorded map of the subdivision, or within five (5) feet of an interior property line. For the purpose of interpreting this provision, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to overhang or encroach from another building site.

- (Am 1) Notwithstanding any provision to the contrary contained in the instrument above referred to, a detached garage may be located within three (3) feet of an interior property line of a building site, provided that, in no event, shall any such detached garage be located so as to encroach into any utility easement shown on the recorded map of said subdivision.

Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is the property line having the smallest dimension on a street.

- D. No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the front property line than the minimum set-back line shown on the recorded plat of the subdivision.
- (Am 4) E. Garages located on corner Lots may face toward the side street provided the garage is located as far from the side street property line as the width of the building site will permit; except that with respect to Lots One (1) and Fourteen (14) in Block Four (4), Lot One (1) in Block Six (6), Lots One (1) and Eleven (11) in Block Seven (7) and Lot Thirteen (13) in Block Eight (8) detached garages located on any of these six (6) Lots may face on the side street if the same is connected to the main residence building by a breeze-way or covered walk at least nine (9) feet wide, and the interior of the garage is finished with sheetrock and painted.
- (Am 4) F. Without the written approval of the Architectural Control Committee, no garage or carport on any Lot shall be converted and/or used for residential purposes or human habitation, unless an additional garage or carport, which can satisfy the setback requirements of this Paragraph 3, is approved and erected. The terms of this subparagraph shall be enforceable with respect to those garages or carports constructed or altered after the effective date of this Fourth Amendment.
- (Am 4) G. The Front line of an attached or detached garage or carport shall not be nearer to the front of a Lot than fourteen feet (14') behind the closest front wall of the main residence building nor nearer to an interior property line than allowed for a garage on the said Lot. The roof of a carport shall be finished with the same material as the main residence building and if that roof is sloped or pitched, then the carport roof shall also be sloped in at least one direction. Construction shall be of substantial wood framing for the posts, beams and joists. Metal materials may be used on a carport only as decorative elements. The terms of this subparagraph shall be enforceable with respect to those carports constructed or altered after the effective date of this Fourth Amendment.
- (Am 4) H. No Liability. Neither the Association, the Board of Directors, 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 or resident of any Lot affected by these restrictions by reason of 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.

4. TEMPORARY STRUCTURES:

- (Am 2) No structures of a temporary character, including without limitation, any trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently.

5. NUISANCES AND ANNOYANCES:

- (Am 2) No noxious or offensive activity shall ever be permitted upon any Lot nor shall anything be erected, placed or done thereon which may be or become a nuisance or annoyance to the neighborhood. No Owner or resident of any Lot shall use the same so as to endanger the health or disturb the reasonable enjoyment of any Owner or resident.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any residence building site except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. DUTY TO REMOVE TRASH:

- (Am 2) No trash, rubbish, garbage, manure, or debris of any kind shall be burned, kept or allowed to remain on any Lot except in sanitary containers which are not visible from any street or Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time, as determined in the sole discretion of the Architectural Control Committee, during the construction of improvements thereon.

8. LIVE STOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residence building site. This provision shall not prevent dogs, cats or other household pets from being kept provided they are not kept, bred or maintained for any commercial purposes.

9. OIL AND MINING OPERATIONS:  
No drilling, development, refining, quarrying, mining or prospecting for any minerals of any kind shall be permitted upon any building site, nor shall any well, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for any minerals shall be erected maintained or permitted upon any building site.
10. SIGHT DISTANCE AT INTERSECTIONS:  
No fence, wall, hedge, or shrub which obstructs 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 intersect. The same sight line limits shall apply on any building site within ten (10) feet from the intersection of a 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.
11. EASEMENTS:  
Easements for the installation, removal, replacement and maintenance of equipment of public utilities as shown on the recorded map 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 recorded map of this subdivision.
12. ENFORCEMENT:  
(Am 4) The terms and provision of the Complete Declaration shall run with and bind the land constituting the Lots, and each of the Lots, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. The Complete Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision thereof, to enjoin or restrain the violation or to recover damages, and against the property to enforce any lien created by the Complete Declaration and the failure of the Association or any Owner to enforce any term or provision of the Complete Declaration shall never be deemed a waiver of the right to do so thereafter. Should any person or entity be in violation of any provision of the Complete Declaration, the Association may, after thirty (30) days from the date such person or entity receives due Notice, suspend any services the Association provides to such person or entity, or assess fines, as provided in the Complete Declaration, the By-laws, or other documents pertaining to the affairs of the Association or its members, until the matter giving rise to such Notice of violation is corrected.
13. TERM:  
(Am 2) The Complete Declaration may be amended at any time in whole or in part by an instrument executed (and duly acknowledged to entitle it to be recorded) by a majority of the then Lot owners and recorded in the Office of the County Clerk of Harris County, Texas, agreeing to change these restrictions, covenants and conditions. The Complete Declaration, as may be amended pursuant to this paragraph, shall remain in full force and effect for a term of twenty (20) years from the date this Second Amendment to the Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time the Complete Declaration shall be extended unless and until an instrument signed by the Members entitled to cast no less than seventy percent (70%) of the aggregate of the votes of the Membership has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate the Complete Declaration. Provided, however, that this Paragraph can be amended or deleted only by an instrument signed by the Members entitled to cast no less than seventy percent of the aggregate of the votes of the Membership.
14. COVENANTS FOR MAINTENANCE ASSESSMENTS:  
(Am 2) A. Creation of the Lien and Personal Obligation of Assessments. The Declaration created an annual maintenance charge against each Lot secured by a Vendor's Lien in favor of the Association. The parties hereto for each Lot owned within the Property covenant, and each Owner of any Lot by acceptance of deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association the annual assessment or charges, such assessment to be collected as hereinafter provided. The annual assessment is a charge on the land and is secured by a continuing Vendor's Lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for any delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but obligation to pay such assessments shall be secured by the continuing lien referred to above.

- (Am 2) B. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, convenience, and welfare of the Members. Such benefits may include, by way of illustration but not limitation: providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, providing garbage and rubbish pickup, enforcing the provisions contained in the Complete Declaration, employing one or more architects, engineers and attorneys, as deemed appropriate in the opinion of the Board of Directors of the Association, subject to the approval or ratification of the Members of the Association. The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board of Directors and Members of the Association shall be final as long as made in good faith and in accordance with the By-Laws of the Association.
- (Am 4) C. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments, in accordance with the budget presented to and approved by the Members at the annual meeting, against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in this Paragraph 14, including reasonable reserves for contingencies.
- (Am 2) D. Commencement of Annual Assessments; Due Dates. The annual assessment of each Assessable Tract for each calendar year shall be due and payable on the first day of January of said year.
- (Am 2) E. Certification. The Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Member. The Association shall upon demand at any time furnish to any Member a certificate in writing signed by an officer of the Association setting forth whether there are any unpaid assessments against said Member's Lot. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.
- (Am 4) F. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. This charge does not replace, and can be in addition to, any other remedy outlined in the Complete Declaration. Upon thirty (30) days written notice by certified mail, return receipt requested, addressed to the Lot owner in question, the Association may bring legal action against the Owner personally obligated to pay the same. Interest, costs and reasonable attorney's fees incurred in any collection activity shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all action against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. In addition to the foregoing remedies, and without limiting the Association's rights to the same, in the event of delinquency, the Association shall also have the right, upon ten (10) days written notice to the Owner, to stop all services which the Association provides to the Owner, including, without limitation, all garbage and trash-hauling services. Upon the payment of any delinquent assessment, the Association shall reinstate any services which were suspended due to such delinquency.
- (Am 2) G. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a purchase money first mortgage (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

15. INSURANCE

- (Am 2) The Association shall have authority to obtain comprehensive public liability insurance and appropriate bonding to the extent it shall deem desirable, insuring the Association, its Board of Directors, Architectural Control Committee, agents and employees from and against liability. The Association also may secure such other forms of insurance coverage as the Members may from time to time approve. All costs, charges and premiums for any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all owners.

16. VEHICLES

- (Am 2) Any inoperative vehicle, boat, trailer equipment or machinery stored on any Lot which is visible from the street must be removed within ten (10) days after written notice of the same from the Board.

17. Clothing Drying.

- (Am 2) No clothing or other materials shall be aired or dried on a Lot except in an area which cannot be seen from any street.

18. Construction Times.  
(Am 2) Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, noisy outside construction work or noisy interior work shall be permitted only after 7:00 a.m. and before 8:00 p.m.
19. Antennas.  
(Am 2) Without the prior written authorization of the Architectural Control Committee, no satellite dish or satellite antenna of any sort shall be placed, allowed to be placed, allowed or maintained outside a Living Unit or on the exterior of any building or the improvement located on a Lot such that the satellite dish or satellite antenna is visible from any street.
20. Duty to Maintain Property.  
(Am 2) The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right but not the duty, after ten (10) days' written notice to the Owner of any vacant Lot (to Owner's last known mailing address), setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such vacant Lot Owner, (i) to mow the grass thereon, (ii) to remove any debris therefrom, and (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the health of an Owner of any adjoining Lot or enjoyment of an adjoining Lot, is unattractive in appearance, or is in violation of Paragraph 10 above. The Owner of such vacant Lot at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the highest rate permitted by Texas law, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's vacant Lot.
21. Driveways.  
(Am 2) The Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport to an abutting street, including the portion in the street easement.
22. General Provisions.  
(Am 2) A. Incorporation. The terms and provision of the Complete Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by any Owner conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of the Complete Declaration.
- B. Severability. Invalidation of any term or provision of the Complete Declaration by judgment or otherwise shall not affect any other term or provision of the Complete Declaration, and the Complete Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.
- C. Gender and 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 thereof apply either to corporation (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
- D. Titles. The titles of the Complete Declaration and of the paragraphs contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provision contained in the Complete Declaration.
- E. Successors in Title. The terms and provisions of the Complete Declaration shall apply to, be binding upon, and inure to the benefit of the Owners and the Association and their respective successors and assigns.
- F. Legal Rules of Interpretation. It is stipulated that, in the event of litigation to enforce the terms and provisions contained in the Complete Declaration, said terms and provisions shall be liberally construed and any ambiguity contained herein shall be resolved in favor of the party seeking the enforcement of the Complete Declaration. It is stipulated that in the event this Second Amendment to the Declaration is set aside, invalidated or held unenforceable, the original Declaration and First Amendment to the Declaration shall be deemed to remain in full force and effect as the original Declaration and First Amendment to the Declaration are not abandoned.
- G. Ratification. The Property is subject to that certain Declaration and first Amendment to the Declaration. This Second Amendment to the Declaration is made to amend and extend such Declaration and First Amendment to the Declaration. The original Declaration, as amended herein, is hereby ratified, adopted and confirmed.

H. Notice. Unless herein provided for above, any notice required to be given herein shall be by personal delivery or by certified mail, return receipt requested to the last known address of the party to whom notice is given.

23. Glossary. Definitions

(Am 2) A. "Association" shall mean and refer to the Briarbend Community Improvement Association, a Non-Profit Corporation incorporated under the laws of the State of Texas, its successors and assigns.

B. "The Property" or "The Properties" shall mean and refer to the tract of land defined on Page one hereof.

C. "Lot" shall mean and refer both to each plot of land located in the Property as shown on the subdivision plat upon which there has been or may be constructed an approved residential structure, and to the residence and improvements constructed or to be constructed thereon.

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

E. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the subdivision plat and such other easements as are created or referred to in this Second Amendment to the Declaration.

F. "The Second Amendment to the Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Amendment to the Declaration.

G. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

H. "Member" shall mean and refer to every person or entity who holds membership in the Association.

I. "Conveyance" shall mean and refer to the conveyance of a fee simple title to a Lot.

J. "Declarant" shall mean and refer to Woodway Manor Corp, N-Misch, Inc. and Nter, Inc.

K. "Assessable Tract" shall mean and refer to any Lot to which paved public street and water access have been extended.

L. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person or by a Single Family, including Servants.

M. "Single Family" shall mean and refer to, and is expressly limited to, those persons directly related to each other by blood, marriage or adoption, or no more than two (2) unrelated persons living together as a single housekeeping unit, together with Servants.

N. "Servants" shall mean those persons who are bonafide household servants employed on a Lot by the occupant of the main residence thereon.

O. "Complete Declaration" shall mean the Declaration, (as defined on Page one hereof), as amended by the First Amendment to the Declaration and subsequent amendments to the Declaration as approved by the Association.

Executed by each individual property owner on the date indicated to be effective when recorded in the Real Property Records of Harris County, Texas.

This composite of Original Deed Restrictions and Amendments compiled March 1, 2003.