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*Part  
of*

GLENLOCH ADDITION, SECTION TWO (2)

*lee*

AMENDMENT TO RESTRICTIONS

144-32-2489

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

*1750  
179*

That whereas, by instrument dated January 23, 1970, recorded in Volume 7903, Page 322 of the Deed Records of Harris County, Texas, G. R. Jackson, Trustee, as owner of all of the lots in Glenloch Addition, Section Two, a subdivision in Harris County, Texas, according to the map or plat thereon recorded in Volume 166, Page 40 of the Map Records of Harris County, Texas, did adopt, establish and impose certain reservations, restrictions, covenants and conditions upon said property, constituting covenants running with the title of the land and inuring to the benefit of said owner, his successors and assigns, and inuring to the benefit of each and every purchaser of lands in said Glenloch Addition, Section Two, and their heirs and assigns, reference being here made to the aforesaid instrument and to the record thereof for all purposes; and

Whereas, ALLBRICO, INC., a Texas corporation with offices in Houston, Harris County, Texas, is now the owner of all of the lots in the said Glenloch Addition, Section Two, and desires to amend the aforesaid Restrictions entirely by replacing same with the following Restrictions affecting all of the lots in Glenloch Addition, Section Two, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 166, Page 40 of the Map Records of Harris County, Texas; and

Whereas, ALLBRICO, INC. desires to establish a uniform plan for the development, improvement and sale of the residential lots in said Glenloch Addition, Section Two (2), and to insure the preservation of such uniform plan for the benefit of both the present

*RECORDED*  
*1138*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RETURN TO: J. L. CRITES  
P.O. Box 8104  
HOUSTON, TEXAS  
77001

MAY 19 11 38 AM '72

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The same is a full, true and correct photographic copy of the original record now in my lawful custody and possession, by the same as returned in the Original Public Records of said Property to my office and preserved on microfilm, and having recorded identification number as demanded by statute. I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Signature]*  
CLERK

DOROTHY J. [unclear]

144-32-2490

and future owners of residential lots in said Glenloch Addition, Section Two (2);

NOW, THEREFORE, ALLBRICO, INC., hereinafter referred to as "Declarant", acting herein by and through its undersigned officers, duly authorized hereunto, does hereby declare the aforesaid Restrictions recorded in Volume 7903, Page 322 of the Deed Records of Harris County, Texas, null, void and of no further force or effect, just as though same had never been recorded, and does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots (but which shall not cover, affect nor apply to the Reserve tracts which are unrestricted as shown on said plat of Glenloch Addition, Section Two) in said Glenloch Addition, Section Two (2), which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries and also Glenloch Community Improvement Association shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to Glenloch Community Improvement Association, a Texas non-profit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of an obligation.

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CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This is a true, full and correct photographic copy of the original record and is the best copy, and contains all the same as recorded in the Public Records of this County, in my office and preserved on microfilm and having Bureau Identification Number as shown thereon. I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

3. "Properties" shall mean and refer to the real property hereinabove described, the real property heretofore brought into the jurisdiction of the Association and the real property which may hereafter be brought into the jurisdiction of the Association.

4. "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association as of the time of the conveyance of the first lot is described as follows:

Being 1.217 acres of land out of the E. Ballard Survey, Abstract 158, and being out of Reserve "F" of Block 16 of Glenloch, Section Two (2), as per plat thereof recorded in Volume 166, Page 40 of the Map Records of Harris County, Texas, SAVE AND EXCEPT 0.33 acres conveyed to Water Control and Improvement District No. 119 described by metes and bounds as follows:

Being a 0.33 acre tract of land out of the E. Ballard Survey, Abstract 158, and also being out of Reserve "F" of Block 16 of Glenloch, Section 2, according to the map as recorded in Volume 166, page 40 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of the above said Reserve "F" of Block 16 of Glenloch, Section 2;

THENCE S 64° 30' 44" W following along the South line of the above said Reserve "F" of Block 16, a distance of 120.00 feet to a point for corner;

THENCE N 25° 31' 16" W a distance of 120.00 feet to a point for corner;

THENCE N 64° 30' 44" E a distance of 120.00 feet to a point for corner in the Northeasterly line of the above said Reserve "F";

THENCE S 25° 31' 16" E following along the Northeasterly line of the above said Reserve "F", a distance of 120.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

The improvements located on such common area being a swimming pool, club-house and tennis courts.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of (a) Reserve tracts, and (b) public areas such as parks, parkways and esplanades as shown on any such subdivision map or plat, and (c) any Common Area which may be acquired by the Association.

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STATE OF TEXAS  
COUNTY OF HARRIS

This is a true and correct photograph copy of the original record of this instrument as the same is recorded in the public records of Harris County, Texas, and is certified to be a true and correct copy of the original record as the same is recorded in the public records of Harris County, Texas, and is certified to be a true and correct copy of the original record as the same is recorded in the public records of Harris County, Texas.

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*B. Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

6. "Declarant" shall mean and refer to the aforesaid corporation, Allbrico, Inc., and its respective successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

2. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or to persons residing on the Lot under a lease or contract to purchase from the Owner.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every Owner of a Lot which is subject to assessment

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ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant who shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On July 1, 1974.

#### ARTICLE IV

##### RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two full stories in height with an attached or detached garage, which garage, whether attached or detached, shall be of standard size to accommodate not less than two nor more than four cars. As used herein the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses,

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MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

144-32-2494

garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Glenloch Addition, Section Two (3), it being the intention that only new construction shall be placed and erected thereon; provided, however, that residential home builders on Lots subject to these restrictions shall be permitted to move onto a Lot and maintain thereon a construction and storage building, which building need not comply with the building specifications contained in these restrictions so long as the exterior appearance of said building shall be reasonably maintained, which building shall be removed from said Lot by the builder maintaining same when said builder has completed his construction in Glenloch Addition, Section Two (2); and provided further, however, that builders on Lots subject to these restrictions may maintain a sales office in one of their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for sales of houses in Glenloch Addition, Section Two (2) and in which sales office a window air conditioner may be employed, if necessary.

2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back lines as shown on the recorded plat.

3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall

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MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*By Dorothy J. Smith*  
CLERK

DOROTHY J. SMITH

144-32-2495

be not less than 1,400 square feet for a one-story dwelling, nor less than 950 square feet for the ground floor of a one and one-half story dwelling with at least 500 square feet in the upper floor area, nor less than 950 square feet for the ground floor of a full two-story dwelling with 950 square feet in the upper level.

4. Type of Construction, Materials and Landscaping.

(a) No residence shall have less than 5/8" masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

(b) No roof of any building shall be constructed or covered with asphalt shingles or composition roofing materials, except by special approval of the Architectural Control Committee.

(c) A concrete sidewalk four (4) feet wide will be constructed two (2) feet from the curb at the street along the entire front of all Lots; in addition thereto four (4) foot wide sidewalks will be constructed two (2) feet from the curb along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air-conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of Glenloch Addition, Section Two (2), except in sales offices as described hereinabove.

(e) Each kitchen in each dwelling or living quarters situated on any Lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(f) No landscaping shall be done in the front of any dwelling in Glenloch Addition, Section Two (2), until the landscape layout and plans shall have first been approved by the Architectural Control Committee. Each dwelling shall have a tree of the size

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ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

144-32-2496

and type specified by the Architectural Control Committee, when and if specified by the Architectural Control Committee, such tree to be planted in the parkway area on the front of the lot at the time the dwelling is being completed and before occupancy.

5. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line; provided, however, that a dwelling may be located as near as three (3) feet to any interior lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as three (3) feet to an interior lot line is not less than ten (10) feet; provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot (except in the case of a garage or other permitted accessory building set back sixty-five feet as above provided) be less than fifteen percent (15%) of the width of the lot, measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, 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 on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the lot, and each garage will face the front of the lot on which it is situated and will be provided with driveway access from the front of the lot only, except that the garages on corner lots may face the side street if the lots facing on the side streets have garages facing said side street and if this exception is specifically approved by the Architectural Control Committee.

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STATE OF TEXAS  
COUNTY OF HARRIS

This is a full, true and correct photographic copy of the original record and is in my actual custody and possession at the time it is received in the Official Public Records of said County, in my office and I am duly sworn and having examined the same, I hereby certify that

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Shirley J. Smith  
Deputy

SHIRLEY J. SMITH



6. Minimum Lot Area. No Lot shall be re-subdivided, nor shall any building be erected or placed on any Lot having area of less than 6,050 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said subdivision if such resubdivision increases the minimum Lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. Easements. Easements for the installation and maintenance of utilities, drainage facilities, road, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision 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 other property of the owner situated on the land covered by said easement.

7(a). Underground Electric Distribution System. An underground electric distribution system will be installed in that part of Glenloch Subdivision, Section Two, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Glenloch Subdivision, Section Two. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as a single phase, 120/240 volt, three wire, 60 cycle, alternating current.

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

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STATE OF TEXAS  
COUNTY OF HARRIS

This is a true and correct photostatic copy of the original record filed in my office (land) and recorded in the same in accordance to the Official Public Records of Real Property in my office and preserved in accordance with the Texas Information Technology Act as amended.

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

9. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, car port, barn or other out-building shall be maintained or used on any Lot at any time as a residence or for any other purpose; however,

(1) anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of unreasonable size, is so placed on a residential Lot so as not to be visible from the street on which said Lot faces, and is constructed and maintained in such a manner as to comply with Section 8 of these restrictions;

(2) and provided further, however, that anything contained in these restrictions to the contrary notwithstanding, that there shall be permitted on any residential Lot the use of a storage building not to exceed seven feet (7') in height, eight feet (8') in width and ten feet (10') in length, or seven feet (7') in height, ten feet (10') in width, and eight feet (8') in length, said building not to exceed seven feet (7') in height and 560 cubic feet of enclosed and roofed area, provided, that said storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, and provided further, that said storage building is built and maintained in a manner consistent with these restrictions.

(b) No truck, camper, trailer, automobile, boat -- whether powered or sail or otherwise, or other vehicle will be stored, parked or kept on any Lot or in any street for more than sixty (60) hours during a seventy-two (72) hour period, and no inoperative vehicle (inoperative defined herein as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby; provided, further, however, that nothing contained in these restrictions shall be construed to prohibit the storage of all of such vehicles or boats except inoperative vehicles, behind a solid wooden fence constructed on Lots covered by these restrictions and constructed in accordance with other provisions of these restrictions, said fence to be con-

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STATE OF TEXAS  
COUNTY OF HARRIS

This document is a true, correct and correct photographic copy of the original record kept in the public custody and possession, as the same is returned to the Office of Public Records of said County, in any office and preserved in duplicate and being identical to the original record as shown, I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *Anita Rodeheaver*

Deputy

DOROTHY I. SMITH

structed so that there are no gaps between the boards constituting said fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six feet (6') in height, and the height of permitted vehicles and boats so stored behind such fence shall not unreasonably exceed the height of such fence.

10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot or plot except one sign of not more than ten 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.

11. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

12. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided, further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is

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ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

## ARTICLE V

## MAINTENANCE CHARGE

1. Each Lot in Glenloch Addition, Section Two (2), is hereby subjected to an annual maintenance charge and assessment not to exceed \$5.00 per month or \$60.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each Lot within Glenloch Addition, Section Two (2), to Glenloch Community Improvement Association, in advance in quarterly installments, commencing as to all Lots on the first day of the month following the conveyance of the Common Area. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by Glenloch Community Improvement Association as the needs of the subdivision may in the judgment of that Association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$5.00 per Lot per month, or \$60.00 per Lot per year. The present owners of the Lots and their successors and assigns agree to pay their and each of their proper proportion of said assessment for all Lots in Glenloch Addition, Section Two (2), which are fully developed and saleable building sites on the first day of the month following the conveyance of the Common Area. The properties covered by these restrictions are hereby expressly made subject to the jurisdiction of the Glenloch Community Improvement Association. The annual maintenance charge and assessment imposed hereby is equivalent to the charge imposed upon lots in Glenloch, Section One (1) by Restrictions recorded in Volume 7539, Page 533 of the Deed Records of Harris County, Texas, covering said Section One (1), and therefore, pursuant to said Restrictions, the

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COUNTY OF HARRIS

This document is a full and correct photostatic copy of the original record and has been carefully examined and compared to the original as recorded in the Official Public Records of said Property in my office and found to be correct and having accurate identification number as shown thereon. I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

Glenloch Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Glenloch Addition, Section Two (2), as well as those of Glenloch Addition, Section One (1), and those of all subsequent sections of Glenloch Addition; provided, however, that each future section of Glenloch Addition to be entitled to the benefit of this maintenance fund must be impressed with and subject to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Glenloch Community Improvement Association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing any other thing or things necessary or desirable in the opinion of Glenloch Community Improvement Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Glenloch Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

2. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there shall be reserved in each Deed by which the Owner (the present and any subsequent owners) shall convey such properties, or any part thereof, the Vendor's Lien for the benefit

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This document is a true and correct photostatic copy of the original record and same is my actual custody and possession as the same is recorded in the Public Records of said Property in my office and I warrant an accurate and being identical identification number as stamped herein. I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Dorothy J. Smith  
Dor

DOROTHY J. SMITH

144-32-2502

of the said Glenloch Community Improvement Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

1. Composition of Committee. The Architectural Control Committee shall be composed of three members, the initial members hereby appointed being G. R. Jackson, George Levit and M. J. Ferritte, each of whose address for purposes hereof is Post Office Box 3104, Houston, Texas 77001. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the

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STATE OF TEXAS  
COUNTY OF HARRIS

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MAR 15 1979

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Dorothy I. Smith*  
Dorothy I. Smith



144-32-2503

Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, the Directors of Glenloch Community Improvement Association shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

2. Control over Maintenance of Dwellings. If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the owner, and the owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorneys fees if referred to an attorney for collection.

ARTICLE VII

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or

-15-

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COUNTY OF HARRIS

This document is a full true and correct photographic copy of the original record and has been in my lawful custody and possession as the same is recorded in the Official Public Records of said Property in my office and I am duly sworn and being a Notary Public in and for the State of Texas, I hereby certify as above.

MAR 15 1979

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*Dorothy J. Smith*  
Dorothy J. Smith

DOROTHY J. SMITH

144-32-2504

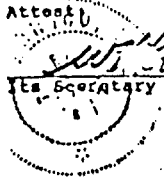
subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violations.

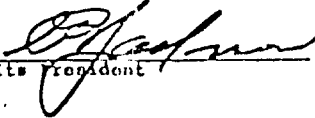
2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

3. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Dedication of Common Area and amendment to these restrictions, covenants and conditions.

IN WITNESS WHEREOF, Declarant has executed these presents for itself and for its respective successors and assigns, at Houston, Texas, on this 18th day of MAY, 1972.

ALLBRICO, INC.

Attest:  
  
Its Secretary

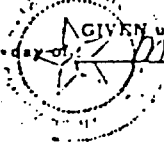
By:   
Its President

102

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared G. R. JACKSON, President of ALLBRICO, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity thereof stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 18th day of May, 1972.



  
NOTARY PUBLIC in and for  
Harris County, Texas

JEAN P. GLEASON  
Notary Public in and for Harris County, Texas.  
My Commission Expires June 1, 1973

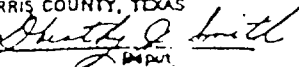
CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This document is a full true and correct photographic copy of the original record and is in my custody and possession as the same is recorded on the Official Public Record of Real Property in my office and preserved in accordance and being otherwise identified by me as being a true and correct copy of the original.

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By:   
Deputy

DOORNEY J. SMITH



144-32-2505

GLENLOCH ADDITION, SECTION TWO  
APPROVAL OF RESTRICTIONS BY LIENHOLDER

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

That Houston Imperial Corporation, a Texas corporation organized and existing under the laws of the State of Texas and maintaining its offices in Houston, Harris County, Texas, acting herein by and through its undersigned officers, duly authorized hereunto, as the owner and holder of first and prior liens on the tracts of land in Glenloch Addition, Section Two, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 166, Page 40 of the Map Records of Harris County, Texas, does hereby approve the above and foregoing Restrictions on the said Glenloch Addition, Section Two (2), dated May 11, 1971.

Executed at Houston, Texas, as of the 19th day of

May, 1972.

HOUSTON IMPERIAL CORPORATION

By: Milton W. Cowden  
Its V. Pres.

ATTEST:

Don L. ...  
Its Secretary

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared MILTON W. COWDEN, Vice President of HOUSTON IMPERIAL CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 19th day of May, 1972.

Christina ...  
Notary Public in and for Harris County, Texas

RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, VOLUME 166, PAGE 40.

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS  
This is a true and correct photographic copy of the original record as the same is on file in my office and preserved in the same manner as the Original Public Records of said County, in my office and preserved in duplicate and being duplicate identification number as printed thereon, I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
By: Anita Rodeheaver  
Deputy

144-32-2506

STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in  
the Public Records on the date and at the time stamped  
hereon by me and was RECORDED in the Official  
Public Records of Real Property of Harris County, Texas on

MAY 18 1972



*Peter A. Smith*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This document is a true and correct photographic copy of the original record  
now in my lawful custody and possession. As the same is returned to the  
Official Public Records of Real Property in my office and preserved  
as required and having Serial Identification Number as stamped  
hereon, I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*By: Dorothy J. Smith*  
Deputy

MURRAY L. SMITH

NO CERTIFIED COPY FEE  
FOR THIS PAGE

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*Revised  
DP*

GLENLOCH ADDITION, SECTION TWO (2)

*lee*

AMENDMENT TO RESTRICTIONS

144-32-2489

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

*1750  
179*

That whereas, by instrument dated January 23, 1970, recorded in Volume 7903, Page 322 of the Deed Records of Harris County, Texas, G. R. Jackson, Trustee, as owner of all of the lots in Glenloch Addition, Section Two, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 166, Page 40 of the Map Records of Harris County, Texas, did adopt, establish and impose certain reservations, restrictions, covenants and conditions upon said property, constituting covenants running with the title of the land and inuring to the benefit of said owner, his successors and assigns, and inuring to the benefit of each and every purchaser of lands in said Glenloch Addition, Section Two, and their heirs and assigns, reference being here made to the aforesaid instrument and to the record thereof for all purposes; and

Whereas, ALLBRICO, INC., a Texas corporation with offices in Houston, Harris County, Texas, is now the owner of all of the lots in the said Glenloch Addition, Section Two, and desires to amend the aforesaid Restrictions entirely by replacing same with the following Restrictions affecting all of the lots in Glenloch Addition, Section Two, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 166, Page 40 of the Map Records of Harris County, Texas; and

Whereas, ALLBRICO, INC. desires to establish a uniform plan for the development, improvement and sale of the residential lots in said Glenloch Addition, Section Two (2), and to insure the preservation of such uniform plan for the benefit of both the present

RECORDED  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

1138

1972 MAY 19 AM 11:24

RETURN TO: J. L. CRITES  
P.O. Box 3104  
HOUSTON, TEXAS  
77001

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The same is a full and correct photographic copy of the original record and is in full compliance with the laws of this State and is the Official Public Record of said Property in my office and preserved in duplicate, and being microfilm identification number as shown herein, I hereby certify to

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Signature]*

DOROTHY J. ...

144-32-2490

and future owners of residential lots in said Glenloch Addition, Section Two (2);

NOW, THEREFORE, ALLBRICO, INC., hereinafter referred to as "Declarant", acting herein by and through its undersigned officers, duly authorized hereunto, does hereby declare the aforesaid Restrictions recorded in Volume 7903, Page 322 of the Deed Records of Harris County, Texas, null, void and of no further force or effect, just as though same had never been recorded, and does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots (but which shall not cover, affect nor apply to the Reserve tracts which are unrestricted as shown on said plat of Glenloch Addition, Section Two) in said Glenloch Addition, Section Two (2), which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries and also Glenloch Community Improvement Association shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to Glenloch Community Improvement Association, a Texas non-profit corporation, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of an obligation.

-2-

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STATE OF TEXAS  
COUNTY OF HARRIS

This document is a full, true and correct photographic copy of the original record from the original instrument, and is true and correct as the same is recorded in the Public Records of said County, Texas, and is true and correct as the same is recorded in the Public Records of said County, Texas, and is true and correct as the same is recorded in the Public Records of said County, Texas, and is true and correct as the same is recorded in the Public Records of said County, Texas.

MAR 15 1979

ANITA HODDHLAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BY DDRDTHY J. SMITH  
CLERK

DDRDTHY J. SMITH



3. "Properties" shall mean and refer to the real property hereinabove described, the real property heretofore brought into the jurisdiction of the Association and the real property which may hereafter be brought into the jurisdiction of the Association.

4. "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association as of the time of the conveyance of the first lot is described as follows:

Being 1.217 acres of land out of the E. Ballard Survey, Abstract 158, and being out of Reserve "F" of Block 16 of Glenloch, Section Two (2), as per plat thereof recorded in Volume 166, Page 40 of the Map Records of Harris County, Texas, SAVE AND EXCEPT 0.33 acres conveyed to Water Control and Improvement District No. 119 described by metes and bounds as follows:

Being a 0.33 acre tract of land out of the E. Ballard Survey, Abstract 158, and also being out of Reserve "F" of Block 16 of Glenloch, Section 2, according to the map as recorded in Volume 166, page 40 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of the above said Reserve "F" of Block 16 of Glenloch, Section 2;

THENCE S 64° 30' 44" W following along the South line of the above said Reserve "F" of Block 16, a distance of 120.00 feet to a point for corner;

THENCE N 25° 31' 16" W a distance of 120.00 feet to a point for corner;

THENCE N 64° 30' 44" E a distance of 120.00 feet to a point for corner in the Northeasterly line of the above said Reserve "F";

THENCE S 25° 31' 16" E following along the Northeasterly line of the above said Reserve "F", a distance of 120.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

The improvements located on such common area being a swimming pool, club-house and tennis courts.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of (a) Reserve tracts, and (b) public areas such as parks, parkways and esplanades as shown on any such subdivision map or plat, and (c) any Common Area which may be acquired by the Association.

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STATE OF TEXAS  
COUNTY OF HARRIS

I, County Clerk, do hereby certify that the foregoing is a true and correct photograph copy of the original record of the same as the same is returned to the County Clerk's Office of said County, Harris County, Texas, and having compared the same with the original, I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

6. "Declarant" shall mean and refer to the aforesaid corporation, Allbrico, Inc., and its respective successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

2. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or to persons residing on the Lot under a lease or contract to purchase from the Owner.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every Owner of a Lot which is subject to assessment

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COUNTY OF HARRIS

This document is a full, true and correct photographic copy of the original record hereon as the same is recorded in the Public Records of the County of Harris, Texas, and is subject to the same as the original record.

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant who shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On July 1, 1974.

#### ARTICLE IV

##### RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two full stories in height with an attached or detached garage, which garage, whether attached or detached, shall be of standard size to accommodate not less than two nor more than four cars. As used herein the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses,

-5-

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COUNTY OF HARRIS

This is a full, true and correct photostatic copy of the original record now in my control, custody and possession, as the same is returned to the Official Public Records of Real Property, to my office and preserved in accordance with Texas Statutes, Chapter 201, Section 201.001, and I hereby certify:

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Glenloch Addition, Section Two (2), it being the intention that only new construction shall be placed and erected thereon; provided, however, that residential home builders on Lots subject to these restrictions shall be permitted to move onto a Lot and maintain thereon a construction and storage building, which building need not comply with the building specifications contained in these restrictions so long as the exterior appearance of said building shall be reasonably maintained, which building shall be removed from said Lot by the builder maintaining same when said builder has completed his construction in Glenloch Addition, Section Two (2); and provided further, however, that builders on Lots subject to these restrictions may maintain a sales office in one of their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for sales of houses in Glenloch Addition, Section Two (2) and in which sales office a window air conditioner may be employed, if necessary.

2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the locations of the structures have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back lines as shown on the recorded plat.

3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall

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STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned, a duly qualified and sworn public official, do hereby certify that the foregoing is a true and correct photostatic copy of the original record as the same is recorded in the Public Records of this County, and that the same is a true and correct copy of the original record as the same is recorded in the Public Records of this County, and that the same is a true and correct copy of the original record as the same is recorded in the Public Records of this County, and that the same is a true and correct copy of the original record as the same is recorded in the Public Records of this County.

MAR 15 1979



ANITA RODÉHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH



be not less than 1,400 square feet for a one-story dwelling, nor less than 950 square feet for the ground floor of a one and one-half story dwelling with at least 500 square feet in the upper floor area, nor less than 950 square feet for the ground floor of a full two-story dwelling with 950 square feet in the upper level.

4. Type of Construction, Materials and Landscape.

(a) No residence shall have less than 51% masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

(b) No roof of any building shall be constructed or covered with asphalt shingles or composition roofing materials, except by special approval of the Architectural Control Committee.

(c) A concrete sidewalk four (4) feet wide will be constructed two (2) feet from the curb at the street along the entire front of all Lots; in addition thereto four (4) foot wide sidewalks will be constructed two (2) feet from the curb along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air-conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of Glenloch Addition, Section Two (2), except in sales offices as described hereinabove.

(e) Each kitchen in each dwelling or living quarters situated on any Lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(f) No landscaping shall be done in the front of any dwelling in Glenloch Addition, Section Two (2), until the landscape layout and plans shall have first been approved by the Architectural Control Committee. Each dwelling shall have a tree of the size

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STATE OF TEXAS  
COUNTY OF HARRIS

This document is a full true and correct photographic copy of the original record and has been so certified and possession, as the same is returned to the County Clerk, Harris County, Texas, by my office and preserved in accordance with the provisions of the Texas Public Information Act, Chapter 552, and having assigned identification number as indicated herein. I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Dorothy J. Smith*  
Deputy

144-32-2496

and type specified by the Architectural Control Committee, when and if specified by the Architectural Control Committee, such tree to be planted in the parkway area on the front of the lot at the time the dwelling is being completed and before occupancy.

5. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line, provided, however, that a dwelling may be located as near as three (3) feet to any interior lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as three (3) feet to an interior lot line is not less than ten (10) feet; provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot (except in the case of a garage or other permitted accessory building set back sixty-five feet as above provided) be less than fifteen percent (15%) of the width of the lot, measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, 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 on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the lot, and each garage will face the front of the lot on which it is situated and will be provided with driveway access from the front of the lot only, except that the garages on corner lots may face the side street if the lots facing on the side streets have garages facing said side street and if this exception is specifically approved by the Architectural Control Committee.

- 8 -

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This volume is a full and correct photographic copy of the original record and is my legal copy, and contains all the same as recorded in the Original Public Records of Real Property in my office and preserved in duplicate and having proper identification thereon as shown herein. I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Anthony R. Smith  
Deputy

ANTHONY R. SMITH

6. Minimum Lot Area. No Lot shall be re-subdivided, nor shall any building be erected or placed on any Lot having area of less than 6,050 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said subdivision if such resubdivision increases the minimum Lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. Easements. Easements for the installation and maintenance of utilities, drainage facilities, road, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision 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 other property of the owner situated on the land covered by said easement.

7(a). Underground Electric Distribution System. An underground electric distribution system will be installed in that part of Glenloch Subdivision, Section Two, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Glenloch Subdivision, Section Two. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as a single phase, 120/240 volt, three wire, 60 cycle, alternating current.

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

-9-

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This is a true and correct photostatic copy of the original record now on my office books and papers. At the same time is returned to the Central Public Agency of Real Property in my office and preserved as required, and being marked identification number as stamped herein. I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

9. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, car port, barn or other out-building shall be maintained or used on any Lot at any time as a residence or for any other purpose; however,

(1) anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of unreasonable size, is so placed on a residential Lot so as not to be visible from the street on which said Lot faces, and is constructed and maintained in such a manner as to comply with Section 8 of these restrictions;

(2) and provided further, however, that anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a storage building not to exceed seven feet (7') in height, eight feet (8') in width and ten feet (10') in length, or seven feet (7') in height, ten feet (10') in width, and eight feet (8') in length, said building not to exceed seven feet (7') in height and 560 cubic feet of enclosed and roofed area, provided, that said storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, and provided further, that said storage building is built and maintained in a manner consistent with these restrictions.

(b) No truck, camper, trailer, automobile, boat -- whether powered or sail or otherwise, or other vehicle will be stored, parked or kept on any Lot or in any street for more than sixty (60) hours during a seventy-two (72) hour period, and no inoperative vehicle (inoperative defined herein as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby; provided, further, however, that nothing contained in these restrictions shall be construed to prohibit the storage of all of such vehicles or boats except inoperative vehicles, behind a solid wooden fence constructed on Lots covered by these restrictions and constructed in accordance with other provisions of these restrictions, said fence to be con-

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CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This document is a true, true, and correct photographic copy of the original record and is in my proper custody and possession, as the same is returned to the Official Public Records of said County, in my office and preserved in accordance with the provisions of said Statute, and having been duly authenticated in accordance with the provisions of said Statute, I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

144-32-2499

structed so that there are no gaps between the boards constituting said fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six feet (6') in height, and the height of permitted vehicles and boats so stored behind such fence shall not unreasonably exceed the height of such fence.

10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot or plot except one sign of not more than ten 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.

11. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

12. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided, further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is

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CERTIFIED COPY CLERK  
STATE OF TEXAS  
COUNTY OF HARRIS

This copy is a full, true, and correct photographic copy of the original record  
now in my lawful custody and possession as the same is returned to the  
Official Public Records of Real Property to my office and preserved  
in accordance with Texas Statute's Identification Number as required  
therein. I hereby certify on

MAR 15 1979

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy



DOROTHY J. SMITH

commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

ARTICLE V

MAINTENANCE CHARGE

1. Each Lot in Glenloch Addition, Section Two (2), is hereby subjected to an annual maintenance charge and assessment not to exceed \$5.00 per month or \$60.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each Lot within Glenloch Addition, Section Two (2), to Glenloch Community Improvement Association, in advance in quarterly installments, commencing as to all Lots on the first day of the month following the conveyance of the Common Area. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by Glenloch Community Improvement Association as the needs of the subdivision may in the judgment of that Association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$5.00 per Lot per month, or \$60.00 per Lot per year. The present owners of the Lots and their successors and assigns agree to pay their and each of their proper proportion of said assessment for all Lots in Glenloch Addition, Section Two (2), which are fully developed and saleable building sites on the first day of the month following the conveyance of the Common Area. The properties covered by these restrictions are hereby expressly made subject to the jurisdiction of the Glenloch Community Improvement Association. The annual maintenance charge and assessment imposed hereby is equivalent to the charge imposed upon lots in Glenloch, Section One (1) by Restrictions recorded in Volume 7539, Page 533 of the Deed Records of Harris County, Texas, covering said Section One (1), and therefore, pursuant to said Restrictions, the

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This is a true and correct copy of the original record as the same is recorded in the Official Public Records of said County, to wit: Volume 7539, Page 533, and having the identification number as shown thereon, I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

Glenloch Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Glenloch Addition, Section Two (2), as well as those of Glenloch Addition, Section One (1), and those of all subsequent sections of Glenloch Addition; provided, however, that each future section of Glenloch Addition to be entitled to the benefit of this maintenance fund must be impressed with and subject to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Glenloch Community Improvement Association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing any other thing or things necessary or desirable in the opinion of Glenloch Community Improvement Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Glenloch Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

2. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there shall be reserved in each Deed by which the Owner (the present and any subsequent owners) shall convey such properties, or any part thereof, the Vendor's Lien for the benefit

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This document is a full true and correct photographic copy of the original record and has been examined and compared with the original as recorded in the Office of Public Records of Harris County, Texas, and found to be a true and correct copy of the original as recorded in the Office of Public Records of Harris County, Texas.

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Smith*  
Deputy

144-32-2502

of the said Glenloch Community Improvement Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL COMMITTEE

1. Composition of Committee. The Architectural Control Committee shall be composed of three members, the initial members hereby appointed being G. R. Jackson, George Levit and W. J. Farritte, each of whose address for purposes hereof is Post Office Box 3104, Houston, Texas 77001. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the

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CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This is a true and correct photostatic copy of the original record on file in my office, custody and preservation, as the same is recorded in the Public Record Books of said County in my office and preserved as required and being recorded in accordance with the provisions of Chapter 1, Article 1, Section 1, of the Constitution of the State of Texas.

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *Deborah C. Smith*  
Deputy

DORRINE I. SMITH



Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, the Directors of Glenloch Community Improvement Association shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

2. Control over Maintenance of Dwellings. If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the owner, and the owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorneys fees if referred to an attorney for collection.

ARTICLE VII

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or

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STATE OF TEXAS  
COUNTY OF HARRIS

This document is a true and correct photographic copy of the original record now in my office custody and possession, to the same is referred to the Official Public Records of Real Property in my office and Forwarded or Mailed and having Marative Identification Number as stamped thereon. I hereby certify so

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Signature]*  
DOROTHY J. SMITH

DOROTHY J. SMITH

144-32-2504

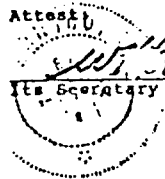
subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violations.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

3. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Dedication of Common Area and amendment to these restrictions, covenants and conditions.

IN WITNESS WHEREOF, Declarant has executed these presents for itself and for its respective successors and assigns, at Houston, Texas, on this 18<sup>th</sup> day of MAY, 1972.

ALLBRICO, INC.

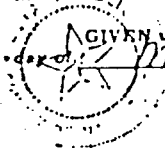
Attest  
  
Its Secretary

By:   
Its President

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THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared G. R. JACKSON, President of ALLBRICO, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.


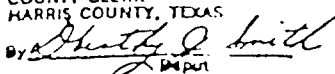
GIVEN under my hand and seal of office on this the 18<sup>th</sup> day of May, 1972.  


  
NOTARY PUBLIC in and for  
Harris County, Texas

JEAN P. GLEASON  
Notary Public in and for Harris County, Texas.  
My Commission Expires June 1, 1975

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS  
This is a full true and correct certified copy of the original record as the same is now on file and recorded in the office of the County Clerk of Harris County, Texas, and is subject to the provisions of the Public Records Act of 1971, Chapter 41, Acts of the 64th Legislature, Regular Session, 1971, and the provisions of the Public Information Act of 1977, Chapter 552, Acts of the 75th Legislature, Regular Session, 1977.

MAR 15 1979

  
ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
By:   
Dorothy J. Smith

DOROTHY J. SMITH

144-32-2505

GLENLOCH ADDITION, SECTION TWO  
APPROVAL OF RESTRICTIONS BY LIENHOLDER

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

That Houston Imperial Corporation, a Texas corporation organized and existing under the laws of the State of Texas and maintaining its offices in Houston, Harris County, Texas, acting herein by and through its undersigned officers, duly authorized hereunto, as the owner and holder of first and prior liens on the tracts of land in Glenloch Addition, Section Two, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 66, Page 40 of the Map Records of Harris County, Texas, does hereby approve the above and foregoing Restrictions on the said Glenloch Addition, Section Two (2), dated May 11, 1971.

Executed at Houston, Texas, as of the 19th day of May, 1972.

HOUSTON IMPERIAL CORPORATION

By: Milton W. Cowden  
Its V. Pres.

ATTEST:

Anita Rodeheaver  
Its Secretary

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared MILTON W. COWDEN, Vice President of HOUSTON IMPERIAL CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 19th day of May, 1972.

Christina Wansell  
Notary Public in and for Harris County, Texas

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true and correct photostatic copy of the original record now in my office and preserved in the same as recorded in the Official Public Records of said County, in my office and preserved in duplicate and having electronic identification number stamped thereon. I hereby certify on

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
By: Anita Rodeheaver  
Deputy

144-32-2506

STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in  
the Public Records on the date and at the time designated  
herein by me and was duly RECORDED, in the Official  
Public Records of Real Property of Harris County, Texas on

MAY 18 1972



*John A. Smith*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFIED COPY CERTIFICATE**  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full and correct photograph copy of the original record  
now in my County Clerk's office and possession. As the same is recorded in the  
Official Public Records of Real Property in my office and preserved  
in accordance and having HARRIS Identification Number as required  
therein, I hereby certify as

MAR 15 1979



ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By: *John A. Smith*  
Deputy

MURRAY L. SMITH

NO CERTIFIED COPY FEE  
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