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GLENCAIRN, SECTION ONE (1)

D E E D R E S T R I C T I O N S

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That whereas, GLENCAIRN VENTURE, a joint venture composed of Atlas Realty Company, a Texas corporation with offices in Houston, Texas, and Allbrico, Inc., a Texas corporation with offices in Houston, Texas, both venturers acting herein by and through their undersigned officers, duly authorized hereunto, hereinafter referred to as "Declarant", is the owner of the following described property located and situated in Harris County, Texas, to-wit:

All of the lots and tracts of land in GLENCAIRN, Section one (1), a subdivision of 52.306 acres out of the A. Marks, Jr. Survey, Abstract 1439, and the W.C.R.R. Co. Survey, Abstract 908, in Harris County, Texas, as per plat thereof recorded in Volume 193, Page 53 of the Map Records of Harris County, Texas; said property being hereinafter referred to as the "Subdivision"; and

Whereas, Declarant desires to establish a uniform plan for the development, improvement and sale of the residential lots in said Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said Subdivision;

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots in the Subdivision (but which shall not cover, affect nor apply to the Reserve tracts A, B, C and D which are unrestricted, as shown on said plat of said Subdivision) 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 further, the Glencairn 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 Glencairn 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 Subdivision, including contract buyers, but excluding those whose interest is held merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to the real property hereinabove described, and, where applicable, the real property which may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described.

4. "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the owners in this Subdivision and, where applicable, in any additional land annexed into the jurisdiction of the Association. 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 2.407 acres of land, called Reserve "A" in Block 2 of Glencairn, Section one (1), as per plat thereof recorded in Volume 193, Page 53 of the Map Records of Harris County, Texas, said Common Area to contain a swimming pool, bath 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 A, B, C and D, 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 subdivision.

6. "Declarant" shall mean and refer to the Glencairn Venture, a joint venture composed of Atlas Realty Company and Allbrico, Inc., and their respective successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant or either of them for the purpose of development.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

1. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right 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 admissions 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. Membership. Every Owner of a Lot which is subject to assessment 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. Voting Rights. 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 May 1, 1977.

If at any time other areas of the 495.1474 acre tract hereinafter referred to are duly annexed as hereinafter set out, the voting rights of the Class B membership, if same have previously automatically converted to one (1) vote per Lot owned, shall automatically be reverted to three (3) votes for each Lot owned until such time as the total votes outstanding in the Class A membership throughout the subdivision and any duly annexed areas collectively shall equal or exceed the total votes outstanding in the Class B membership throughout such total area, or until May 1, 1977, whichever date occurs the earliest, at which time Class B voting Lots shall automatically be converted to one (1) vote for each Lot.

3. By-Laws. The Association may make whatever rules and By-Laws it shall deem desirable to govern the Association and its members, provided however, any conflict between such By-Laws and the provisions hereof shall be controlled by the provisions hereof.

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, 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 Subdivision, it being the intention that

only new construction shall be placed and erected thereon; provided, however, that on Lots subject to these restrictions residential home builder/owners 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/owner maintaining same when said builder/owner has completed his construction in Glencairn Subdivision, Section One (1): and provided further, however, that builder/owners 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 this Subdivision (Section One (1), 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.

2a. Fences. 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. All fences shall be made of wood, and shall be of a usual construction and configuration, and shall be of a height of between four and six feet, unless otherwise approved by the Architectural Control Committee.

2b. Committee Silence. Submissions to the Committee not approved or disapproved in writing within thirty (30) days from date of submission shall be deemed approved.

3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, not 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 not less than 950 square feet in the upper floor area.

4. Type of Construction, Materials and Landscape.

(a) No residence shall have less than 51% brick or equivalent masonry construction 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 roof materials, except by special approval of the Architectural Control Committee:

(c) A concrete sidewalk four feet (4') wide will be constructed two feet (2') from the property line at the street along the entire front of all Lots; in addition thereto four foot (4') wide sidewalks will be constructed two feet (2') from property line 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 said Subdivision, 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 said Subdivision, 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 and type specified by the Architectural Control Committee, when and if specified by the Architectural Control Committee, such tree to be planted in the front yard 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 feet (5') to any interior Lot line, except that a garage or other permitted accessory building located sixty-five feet (65') or more from the front Lot line may be located within three feet (3') of an interior Lot line; provided, however, that a dwelling may be located as near as three feet (3') to any interior Lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as three feet (3') to an interior Lot line is not less than ten feet (10'), provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard widths on any Lot (except in the case of a garage or other permitted accessory building set back 65 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 feet (15') 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 purpose 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.

6. Minimum Lot Area. No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having area of less than 6,000 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. Underground Electric Distribution System. An underground electric distribution system will be installed in that part of Glencairn Subdivision, Section one, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Glencairn Subdivision, Section One. 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. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, car port, barn or other outbuilding 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 constructed 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 in surface area 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 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.

13. Visual Obstructions at the Intersections of Public Streets. No object, plant, or thing shall be placed, planted, or permitted on any corner Lot which object, plant or thing obstructs reasonable safe and clear visibility of pedestrian or vehicular traffic by pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between two feet (2') and six feet (6') above the

roadways, which object, plant, or thing lies within a triangular area on any corner Lot described by connecting with a line two points, each such point respectively established at the edge of the paving abutting said corner Lot, twenty-five feet (25') back along the curb on streets abutting said Lot, measured from the center of the corner curb curve abutting said Lot.

14. Lot Maintenance. The owners of occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any Lot in observing the above requirements or any of them, and the continuance of such default after ten (10) days' written notice thereof, Declarant or their assigns shall, without liability to the owner or occupant in trespass or otherwise, have the right to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may render a statement of charge to the owner or occupant of such Lot for the cost of such work. The Owner of occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

15. Maximum Height of Antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front building line of said Lot nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said Lot.

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

ARTICLE V

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

1. Recorded Subdivision Map of the Properties. The recorded subdivision plat of the Properties dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon and such recorded subdivision map of the Properties, further established certain restrictions applicable to the Properties, including, without limitation, certain minimum set back lines. All dedications, limitations, restrictions and reservations shown on the recorded plat of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

2. Easements. Declarant reserves the easements and rights-of-way as shown on the recorded plat of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company or authorized political subdivision using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements.

3. Installation of Paving. Declarant reserves the right, during installation of paving of the streets as shown on the recorded plat of the Properties, to enter onto any of the Properties for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Properties have been conveyed to and/or contracted for to any other Owner or Owners.

4. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties in Glencairn, Section one (1) shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances, thereto constructed by or under Declarant or any easement owner, or any agents through, along, or upon the premises affected thereby, or any part

thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

5. Composite Building Site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case set back lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set back line of not less than the minimum frontage of the Lots in the same block.

6. Adjacent Property. No obligation is created hereby with respect to property adjacent to or adjoining Glencairn, Section One (1) and which is part of the larger tract of land owned by Declarant. While Declarant may subdivide other portions of its property, or may subject same to a declaration such as this Declaration, the Declarant shall have no obligation to do so. Any subdivision plat or declaration executed by Declarant with respect to any of its other property may be the same or similar or dissimilar to any subdivision plat covering Glencairn, Section One (1) or any part thereof, or to this Declaration.

ARTICLE VI

MAINTENANCE CHARGE AND COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Annual Assessment or Charge. Each Lot in said Subdivision 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 said Subdivision, and any annexed areas, to Glencairn Community Improvement Association, in advance in monthly, quarterly or annual installments, commencing as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined annually by the Board of Directors of the Glencairn Community Improvement Association at least thirty (30) days in advance of each annual assessment. Said rate and when same is payable may be adjusted from year to year by said Board of Directors as the needs of the Subdivision may in the judgment of the Directors require. The assessment for each Lot shall be uniform except that as long as there is a Class B membership, the Board of Directors may charge and collect a fraction of the annual assessment on each Lot owned by Declarant(s) until the conveyance of said Lot by Declarant(s) to an Owner, provided that, any such fractional charge to Declarant(s) shall not be less than fifty percent (50%). The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The present Owner 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 said Subdivision which are fully developed and saleable building sites commencing on the first day of the month following the conveyance of the Common Area, and thereafter for each such Lot. Glencairn Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of said Subdivision, as well as those of all subsequent sections of Glencairn annexed as hereinafter set forth. Such uses and benefits to be provided by said Association may include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, right-of-way, easements, esplanades and other public areas; supervising and contracting for the collection and disposition of garbage, ashes, rubbish and the like; maintenance of the Common Area; 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 the Glencairn 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 Glencairn Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Notice and Quorum for any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or Section 3 shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Effect of Non-payment of Assessments: 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 rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

6. Subordinated Lien to Secure Payment. 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 of the said Glencairn 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 lien-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. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments 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.

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

8. Annexation. Glencairn section one (1) is part of a 495.1474 acre tract and the remainder thereof or portions thereof as well as other lands adjacent thereto may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described. If annexed, the Owners of lots in each future section of Glencairn so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Common Areas and additional Common Areas as may become subject to the jurisdiction of the Association as a result of such annexation and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund hereinabove set forth, provided that each future section of Glencairn must be impressed with and subject to an annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association, and such shall have been accepted into such jurisdiction by resolution of the Board of Directors of the Association. Additional land within the

areas containing 495.1474 acres described in deeds recorded under Clerk's File Numbers D514738 and D590766 of the Official Public Records of Real Property of Harris County, Texas, may be annexed by Declarant without the resolution of the Board of Directors of said Association as aforesaid and without the consent of the members of said Association within five (5) years of the date of execution of this instrument by five provided that the FHA or the VA determine that the annexation is in accord with the general plan heretofore approved by them. Any adjacent land or any of the said 495.1474 acres after the five (5) year period, may be annexed only by a two-thirds (2/3) vote of approval by both classes of membership.

ARTICLE VII

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, W. G. Orr, and John L. Crites, Jr., 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 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 Glencairn 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 attorney's fees if referred to an attorney for collection.

ARTICLE VIII

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; however, the covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the official Public Records of Real Property of Harris County, Texas. 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 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, and the annexation of additional areas.

4. Owners' Joinder. William H. Porter, Kenneth J. Collins and wife, Carreen K. Collins, of Harris County, Texas, and Bellaire Fondren Bldg. Co., a Texas corporation, as owners in fee simple of Lot 24, Block 2, Lot 25, Block 2, and Lot 14, Block 4, respectively, in Glencairn, Section One (1), as said Section is more fully described hereinabove, join in the execution of these Restrictions to evidence their approval, adoption and ratification hereof for the purpose of imposing said Restrictions upon the aforesaid Lots in the same capacity as a "Declarant" as hereinabove defined; however, by their execution hereof, William H. Porter, Kenneth J. Collins and wife, Carreen K. Collins, and Bellaire Fondren Bldg. Co., assume no duties and obligations of a "Declarant" as hereinabove set forth, and for good and valuable consideration, hereby waive, relinquish, transfer and assign unto the said Glencairn Venture any and all rights

and privileges that William H. Porter, Kenneth J. Collins and wife, Carreen K. Collins, and Bellaire Fondren Bldg. Co. may have as a "Declarant" as defined hereinabove.

EXECUTED this the 12th day of May, 1973.

GLENCAIRN VENTURE, a joint venture composed of Atlas Realty Company and Allbrico, Inc., both Texas corporations

BY:

ATLAS REALTY COMPANY

ATTEST:

/S/ _____ By: /S/ _____
ASST. Secretary Vice-President

ALLBRICO, INC.

ATTEST:

/S/ _____ By: /S/ _____
Secretary President

/S/ _____
WILLIAM H. PORTER

/S/ _____
KENNETH J. COLLINS

The foregoing is a sample of the restrictive covenants, which encumber Glencairn, Section One (1) and have been retyped as a convenience to members of the Association due to the poor quality of the original. The restrictive covenants (which govern the other sections of Glencairn) are virtually identical to the foregoing, however, there are some minor differences between the documents. Should you desire a copy of the official restrictive covenants, which are filed of record in the official Public Records of Real Property of Harris County, Texas, you may obtain a copy from the Harris County Clerk's Office or by contacting the Association managing agent. Any inconsistencies between this document and the restrictive covenants filed of record will be controlled by the restrictive covenants filed of record.
