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L392590

DECLARATION OF COVENANTS, CONDITIONS 592-33-2329

AND RESTRICTIONS 05/16/00 80125308 L392590 $42.00

ESTATES OF GREEN TEE, SECTION ONE

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS DECLARATION ("Declaration") is made on the date hereinafter set forth by AYRSHIRE CORPORATION, a Texas corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property situated in Harris County, Texas, which is more particularly described as follows:

> Being a subdivision of 9.745 acres of land out of the W.D.C. Hall Survey, Abstract No. 23, Harris County, Texas and including all lots located in ESTATES OF GREEN TEE, SECTION ONE, a subdivision in Harris County, Texas according to the map or plat thereof recorded at Film Code No. 44065 of the Map Records of Harris County, Texas

WHEREAS, Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvements for the benefit of all owners of property within the above described subdivision and Declarant desires to provide a flexible and reasonable procedure for the overall development of such property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the property. Now, therefore Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which run with the real property will be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof, and to Sageglen Community Association.

HOLD FOR
LAWYERS TITLE COMPANY

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to Sageglen Community Association, a Texas non-profit corporation, its successors and assigns.

Section 1.2 "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 having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to that certain real property hereinabove described, the Lots within Sageglen, and ESTATES OF GREEN TEE, SECTION ONE and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4 "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners.

Section 1.5 "Lot" shall mean and refer to any numbered lot or plot of land shown in any recorded subdivision map or plat of the Properties with the exception of any Common Area and commercial reserves.

Section 1.6 "Declarant" shall mean and refer to Ayrshire Corporation, a Texas corporation, its successors and assigns.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 2.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.2 The Association has one class of membership. All Owners, including the Declarant, shall be entitled to one (1) vote for each Lot owned within the Properties. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote

be cast with respect to any Lot

Section 2.3 Owner's Easements of Enjoyment. 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 admission and other fees for the use of any recreational facility situated upon the Common Area;

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 the owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c) the right of the Association to dedicate or transfer any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such transfer has been approved by a majority of the members present in person or by proxy at a duly called meeting for which there is a quorum.

d) the right of the Association to limit the number of guests of Owners;

Section 2.4 Delegation of Use: Any Owner may delegate, in accordance with the Association's By-Laws, the owner's right of enjoyment to the Common Area to the members of the owner's family, tenants or contract purchasers who reside on the property.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1 Creation of the Lien and Personal Obligation Assessments: The Declarant, for each Lot within ESTATES OF GREEN TEE, SECTION ONE, 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: a) annual assessments or charges which shall be payable as hereinafter set forth, and b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection and reasonable attorney 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 penalty, interest, costs and reasonable attorney 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 assessments shall not pass to the owner's successors in title unless expressly assumed by them.

Section 3.2 Purpose of Assessments: The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties, which may include, without limitation, improvement and maintenance of the Common Area, lighting, improving and maintaining the streets and roads, collecting and disposing of garbage and refuse, employing policemen and/or watchmen, caring for vacant lots, esplanades, entrance ways and similar facilities serving the Properties, and in doing anything necessary or desirable which the Board of Directors of the Association may deem appropriate to keep the Properties neat and presentable. The enumeration of uses of assessments is for illustrative purposes only and is not to be construed as mandatory. The decision of the Association's Board as to the expenditure of such assessments is final as long as made in good faith and in accordance with the Association's By-Laws.

Section 3.3 Maximum Annual Assessment and Special Assessments: The annual per Lot assessment by the Association for 2000 was $168.00. The maximum annual assessment may be increased by the Board of Directors of the Association each year, by an amount equal to a three percent (3%) increase over the prior year's maximum assessment without a vote of the members. An increase in the maximum assessment in a greater amount must be approved by two-thirds (2/3rds) vote of the members present in person or by proxy at a meeting duly called for such purpose.

In addition to the annual assessments authorized above, the Association may, with the approval by two-thirds (2/3rds) vote of the members who are present in person or by proxy at a duly called meeting, 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 or for any other purpose deemed necessary by the Board of Directors.

Section 3.4 Notice and Quorum for Certain Actions. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

Section 3.5 Rate of Assessment: All Lots in ESTATES OF GREEN TEE, SECTION ONE shall commence to bear their applicable maintenance fund assessment simultaneously and Lots owned by Declarant are not exempt from assessment. The Lots in ESTATES OF GREEN TEE, SECTION ONE shall be divided into two classes: Class A lots and Class B lots. Class A lots shall be those Lots on which a permanent home has been constructed and title to such Lot has been conveyed to the resident purchaser thereof. Class B lots shall be all Lots which are owned by Declarant, a builder, or building company and shall be assessed at the rate of one-half (1/2) of the annual assessment for the Class A lots and other Lots in the jurisdiction of the Association.

Section 3.6 Date of Commencement of Annual Assessments: The annual assessments on all Lots in ESTATES OF GREEN TEE, SECTION ONE shall commence on the date these covenants are filed and shall be pro-rated for the year during which these covenants are filed. The entire accrued charge on each Class B lot (determined in accordance with Section 3.5 above) shall become due and payable on the date such Lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such Lot to a resident purchaser thereof. The initial annual assessment charge on Class A lots shall be due and payable on the date determined by the Board of Directors. The annual assessment on each Class A lot thereafter shall be due and payable in advance on the first day of January of each succeeding year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every owner subject thereto 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

Section 3 7 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 at a rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the applicable Lot. Each such Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association and non-judicial foreclosure in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the said lien and appoints the Association's designated representative trustee to exercise such power of sale in accordance with the Texas Property Code or its successor statutes. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 3 8 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any 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 assessments as to payments which become 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.

Section 3.9 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation

by the laws of the State of Texas shall be exempt from the assessments created herein However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 3 10 Insurance: The Board of Directors of the Association may obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area. All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein shall be a common expense of all Owners and be a part of the maintenance assessment.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 4.1 No building, fence, structure or other improvement shall be erected, placed or altered on any Lot in ESTATES OF GREEN TEE, SECTION ONE until the plans and specifications and a plot plan showing the location of such building has been approved in writing as to quality of workmanship and material, conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished grade elevation, by an Architectural Control Committee composed of Hilda J. Lewis, William F. Burge, III, and Walker G. Applewhite, or a representative designated by a majority of the members of said committee. The powers and duties of the named committee and any designated representative or successor member(s) shall pass to the Architectural Control Committee which has jurisdiction over all other properties encompassed within the Sageglen Community Association on the earlier of December 31,2000 or (ii) the date on which thirty (30) of the lots in ESTATES OF GREEN TEE, SECTION ONE have completed residences. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said committee or its designated representative, fails to approve or disapprove such plans and specifications within forty-five (45) days after said materials have been submitted to it, such approval

will not be required and this covenant will be deemed to have been fully complied with All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious Members of said committee shall not be liable to any persons subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for any other loss arising out of their acts hereunder; it being understood an aggrieved party's remedies shall be restricted to injunctive relief and no other. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

USE RESTRICTIONS

The Lots in ESTATES OF GREEN TEE, SECTION ONE shall be occupied and used as follows:

Section 5.1 Residential Construction and Use: No Lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of one, one and one-half or two stories in height and a private garage for not less than two cars nor more than three cars.

Section 5.2 Architectural Control: No building, fence, structure or other improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the improvements have been approved by the Architectural Control Committee pursuant to Article IV as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations.

Section 5.3 Size: The area of any single-family dwelling, exclusive of open porches and garages, shall contain no less than 2,000 square feet. For purposes of computing the square feet requirements contained herein, all measurements shall be made from the outside of the exterior walls

of the dwelling

Section 5.4 Placement No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, and also no building (except a garage or permitted accessory building located 70 feet or more from the front lot line) shall be placed on any Lot so as to be located:

a) nearer than 5 feet to either of the side, or interior, lines of such Lot, or

b) so that the aggregate width of the side yards at the front building set-back line is less than 15% of the width of the Lot at the front building set-back line, with the further provision that neither of such side yards shall have a width of less than 5 feet.

c) no single family residence shall be located on any interior Lot nearer than fifteen (15) feet to the rear lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement. No outbuildings on any Lot shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding shall correspond to the style and architecture to the dwelling to which it is appurtenant.

A three (3) foot side yard shall be permissible for a garage or other permitted accessory building located 70 feet or more from the front property line. If two or more Lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of Section 5.5 below, these building set-back provisions shall be applied to such resultant building site as if it were one original platted lot.

Section 5.5 Consolidated Building Site: None of said Lots shall be re-subdivided in any fashion except as follows: Any persons owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements, as permitted in Sections 5.3 and 5.4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

Section 5.6 Minimum Lot Requirement No Lot shall be re-subdivided into nor shall any dwelling be erected or placed on any Lot, or building site, having an area of less than 6,600 square feet.

Section 5.7 Facing of Improvements Each residence constructed on a Lot in ESTATES OF GREEN TEE, SECTION ONE shall front the street upon which such lot faces. The Architectural Control Committee shall have the right to designate the direction a residence on a corner lot shall face.

Section 5.8 Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

Section 5.9 Nuisances: No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No repair work, dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street.

Section 5.10 Use of Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly, and there is hereby reserved unto the Architectural Control Committee the sole power to determine what is inconspicuous and sightly in connection with temporary structures. Builders in the subdivision may use garages as sales offices for the time during which such builders are marketing houses within the subdivision. At the time of the sale of a residence by a builder any garage appurtenant to such residence used for sales or other purposes must have been reconverted to a garage.

Section 5.11 Domestic Quarters No garage apartment for rental purposes shall be permitted on any lot Living quarters on property other than in the main building on any Lot may be used for bona fide employees only

Section 5.12 Underground Electrical Service. An underground electric distribution system will be installed in that part of ESTATES OF GREEN TEE, SECTION ONE (designated herein as Underground Residential Subdivision), which underground service area embraces all of the lots which are platted in ESTATES OF GREEN TEE, SECTION ONE. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at the owner's own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the 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. Declarant has either by designation on the plat of the subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at the owner's 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 each dwelling unit involved For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s), if any, shown on the plat of ESTATES OF GREEN TEE, SECTION ONE, as such plat exists at the execution of the agreement for underground electric service between

the electric company and Declarant or thereafter Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company $1.75 per front lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

Section 5.13 Signs: No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent. During the initial construction and sales period the builder may use other signs and displays to advertise the merits of the property for sale or rent. Declarant or its assignee shall have the right to remove any such sign in contravention hereof and in so doing shall not be subject to any liability for trespass or other sort in connection therewith or arising with such removal.

Section 5.14 Height of Antenna: No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. And no radio or television aerial wires or antennae shall be placed or maintained on any building or any residential lot to extend more than ten (10) feet above the roof of the main residence of said lot.

Section 5.15 Storage of Automobiles, Boats, Trailers and Other Vehicles: No trucks, vans, trailers, boats, or any vehicles other than passenger cars, or passenger pick up trucks, or passenger vans will be permitted to park on streets or on driveways longer than a twelve (12) hour period. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

Section 5.16 Sidewalks: Before the dwelling unit is completed, the Lot Owner, whether developer or builder, shall construct a sidewalk four (4) feet in width parallel to the street curb, and shall extend to the projection of the lot boundary line(s) into the street right-of-way and/or street curbs at corner Lots. Owners of corner Lots shall install such a sidewalk parallel to the front lot line and the side street lines.

Section 5.17 Mineral Operations No oil drilling, oil 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 derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 5.18 Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 5.19 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except a reasonable number of dogs, cats or other household pets may be kept provided that (a) they are not kept, bred or maintained for commercial purposes, (b) they do not make objectionable noises, create any odor, or otherwise constitute a nuisance to other Owners, (c) they are kept within an enclosed yard on the Lot occupied by the Owner of such pets or on a leash being held by a person capable of controlling the animal, and (d) they are not in violation of any other provision of this Declaration or such limitations as may be set forth in the Rules and Regulations adopted by the Association's Board of Directors, (the "Rules and Regulations"). A "reasonable number" as used in this Section 5.19 shall ordinarily mean no more than two (2) pets per Lot; provided, however, that the Board of Directors (or the Architectural Control Committee or such other person as the Board may from time to time designate) may from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit the keeping of any animal which, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions or any applicable Rules and Regulations. Each Owner and/or related user maintaining any animal shall be liable in accordance with the laws of the State of Texas to each and all other Owners for any damage to person or property caused by any such animal, and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals to the extent they have used any portion of any

Lot or any Common Areas

Section 5.20 Obstruction of Sight Lines No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 5.21 Fences: No fence, wall or hedge in excess of three (3) feet in height shall be placed or permitted to remain on any Lot in the area between any street adjoining same and the front building line. Further, no side or rear fence, wall or hedge shall be constructed that exceeds six (6) feet in height, unless prior approval is obtained from the Architectural Control Committee. No chain link, wire, steel or metal fences shall be permitted.

Section 5.22 Roofing Materials: The roof of any building shall be constructed or covered with (1) asphalt or composition shingles comparable in quality, weight, and color to wood shingles, the decision on such comparison to rest exclusively with the Architectural Control Committee or (2) crushed marble slab or pea gravel set in a built up roof. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

Section 5.23 Infringement: An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Lot or improvements thereon, or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely effect other Lots, improvements thereon, or their Owners.

Section 5.24 Hanging Articles: No clothing or household fabrics or other articles shall be hung, dried or aired on any Lot in such a way as to be visible from other Lots or from any Common

Area

Section 5.25 Landscaping. Within sixty (60) days after recordation of a deed of a Lot to an Owner, such Owner shall install and shall thereafter maintain the landscaping on the Owner's Lot in a neat and attractive condition, including all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally placed on such Lot by Declarant or required by the Architectural Control Committee or the Rules and Regulations. The Board may adopt rules and regulations to regulate landscaping permitted and required on Lots. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules and regulations, or shall allow the landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition or in the event that any Owner shall fail to mow and keep trimmed and neat the lawn and grass areas on the Lot or otherwise permit any of said lawn and grass area to deteriorate to an unsightly or unattractive condition, the Association may in addition to all other rights and remedies provided in law or equity upon ten days' written notice delivered or mailed to the lot enter onto the lot without being guilty of trespass and correct such condition. Each owner consents to such entry and will reimburse to the Association the cost of such corrective action upon demand. Such obligation shall be secured by a lien on the property, shall be considered to be an additional assessment on such lot and may be enforced and collected in the same manner as the annual maintenance assessments.

Section 5.26 Restriction on Exterior Lighting: Exterior lighting to accent landscaping features, lights at entrance doors to structures, including garage doors, and lights along paths or driveways may be installed as long as such lighting is designed to light only the improvements on the Lot, does not produce glare on adjacent streets or property and does not become a nuisance or annoyance to residents in the subdivision. Any such lighting must be approved in writing by the Architectural Control Committee.

Section 5.27 Window Frames: Unpainted aluminum window frames are not permitted.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Enforcement The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 6.3 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than two-thirds (2/3rds) of the Lots within the Properties, and thereafter by an instrument signed by the Owners of not less than sixty percent (60%) of such Lots. Any amendment must be recorded in the Real Property Records of Harris County, Texas.

Section 6.4 Annexation: (a) Upon the request of Declarant, the Board of Directors of the Association may from time to time by majority vote and without having to obtain the consent of members of the Association, annex such additional residential property Declarant may designate, provided that the F.H.A. or V.A. does not determine that annexation of such properties is not in accord with the general plan of development heretofore approved by them.

(b) The Association may annex other real property to the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the Members present in person or by proxy at a meeting called for such purpose.

Annexation shall be accomplished by filing of record in the real property records of Harris

County, Texas, an annexation agreement describing the property being annexed Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein Lots within the annexed property shall be impressed with and subject to assessments by the Association on a uniform basis, consistent with provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand on May 10, 2000.

AYRSHIRE CORPORATION

by: _____
WILLIAM F. BURGE, III, President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on May 10, 2000 by WILLIAM F. BURGE, III, President of AYRSHIRE CORPORATION, a Texas corporation, on behalf of said corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

SHERRY APPLEWHITE
MY COMMISSION EXPIRES
OCTOBER 25, 2000

AFTER RECORDING RETURN TO:

Sherry Applewhite
[illegible] BUFFALO TERRACE
[illegible], TEXAS [illegible]

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAY 16 2000

COUNTY CLERK
HARRIS COUNTY TEXAS