

003-58-2087

FIRST AMENDMENT TO RESTRICTIONS FOR
BRAEBURN GLEN, SECTION ONE (1)

N360869

THE STATE OF TEXAS
COUNTY OF HARRIS

10/10/71 00917367 N360869 \$ 138.25

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BRAEBURN GLEN, INC., a Texas corporation, was the sole owner of that certain real property known as BRAEBURN GLEN, SECTION ONE (1), a subdivision in Harris County, Texas, according to the plat thereof, recorded in Volume 51, Page 37, of the Map Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, by that certain instrument entitled "Restrictions" filed for record on April 5, 1956, in Volume 3133, Page 120, of the Deed Records of Harris County, Texas (the "Restrictions"), Braeburn Glen, Inc., imposed on the Subdivision all those certain covenants, conditions, restrictions, and easements set forth therein; and

WHEREAS, the "DURATION OF RESTRICTIONS" section of the Restrictions provides that the Restrictions shall run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date the Restrictions were recorded, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots in the Subdivision has been recorded agreeing to change the Restrictions in whole or in part; and

WHEREAS, the undersigned, being a majority of the owners of the lots encompassed within and subject to the provisions of the Restrictions now desire to amend the Restrictions pursuant to their right to do so as set forth in the "DURATION OF RESTRICTIONS" section of the Restrictions.

NOW, THEREFORE, the undersigned owners of lots within the Subdivision do hereby agree to change the Restrictions, and by these presents do hereby change the Restrictions by adding a new section after the "ARCHITECTURAL RESTRICTIONS" to be entitled "BRAEBURN GLEN CIVIC CLUB, INC.", which shall read as follows:

BRAEBURN GLEN CIVIC CLUB, INC.

Membership, Voting Rights, and Administration

Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot located in Braeburn Glen, Section One (1), shall be a member of the Braeburn Glen Civic Club, Inc., a Texas non-profit corporation (the "Civic Club"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot and shall automatically pass with the title to the lot. Ownership of such lot shall be the sole qualification of membership in the Civic Club and only owners of lots in either Braeburn Glen, Section One (1) or Braeburn Glen, Section Two (2) may be members.

Voting Rights. Each lot owned by a member or members shall be allowed one (1) vote, which vote may be cast by the owner(s) of that lot as they amongst themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. When the owner of any lot consists of more than one (1) person or entity they shall designate one of their number to amend these covenants or vote at a meeting of the Braeburn Glen, Section One (1) or Braeburn Glen, Section Two (2) and the act of the member so designated may be relied upon as the vote of all owners of the lot.

Administration. The Civic Club shall have full power, authority, and standing to enforce all provisions of the Restrictions and the Bylaws of the Civic Club. The Civic Club shall act through a Board of Directors which shall manage the affairs of the Civic Club as further specified in the Bylaws of the Civic Club; however, every owner shall have a non-exclusive right and easement of enjoyment in and to any recreation facilities owned or leased by the Civic Club, subject to the following provisions:

- (a) the right of the Civic Club to charge reasonable admission and other fees for the use of any recreational facility;
- (b) the right of the Civic Club to permit non-owners to use the recreational facilities under the terms approved by the Board of Directors; and
- (c) the right of the Civic Club to suspend the voting rights and right to use of the recreational facilities by an owner or the owners delegate for any period during which any assessment owed by the owner to the Civic Club remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations relating to the recreational facilities.

Covenants For Maintenance Assessment

Creation and Purpose of Fees. The owner of a lot in the Subdivision that is subject to the Restrictions is hereby subjected to and obligated to pay an annual maintenance assessment which shall be the personal obligation of the owner of the lot at the time when the assessment falls due. The maintenance assessments will be paid by the owner or owners on or before January 1 of each year, with the first assessment commencing January 1, 1992. The rate at which each owner will be assessed will be determined annually and may be adjusted from year to year by the Civic Club as hereinafter provided.

Maximum Annual Maintenance Assessment. The maximum annual assessment for 1992 shall be \$50.00 per Member per year.

- (a) From and after 1992, the maximum annual assessment may be increased by the Board of Directors of the Civic Club each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may only be increased three percent (3%) above the maximum assessment for the previous year by a vote of a majority of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Enforcement of Annual Maintenance Assessments. The annual maintenance assessment charged against each owner shall be due and payable, in advance, on the first (1st) day of each January. Any annual maintenance assessment which is not paid and received by the Civic Club by the thirty-first (31st) day of each January shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. The collection of such maintenance assessment and other sums due hereunder may be enforced by a suit for a money judgment and in the event of such

