

mt file

185-61-0403

SUPPLEMENTAL DECLARATION OF RESTRICTIONS

OF

88/12/90 9250770- RTT0275 4 15 00

M770872

GREEN TRAILS SECTION FIVE

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS is made as of the date and year set forth on the signature page hereof, by GREEN TRAILS, LTD., a Texas limited partnership, herein referred to and acting as Declarant.

WHEREAS, on even date herewith, Declarant executed a Declaration of Covenants, Conditions and Restrictions for GREEN TRAILS, PHASE II (the "Original Declaration"), and the same was filed for record on even date herewith under Clerk's File No. M770871 in the Real Property Records of Harris County, Texas;

WHEREAS, Declarant is the owner of a portion of the real property described in and subject to the Original Declaration, such portion being all of the residential lots, landscape reserves and all other lands (other than those dedicated to the public) within the final plat of GREEN TRAILS SECTION FIVE, a subdivision of land in Harris County, Texas according to the map or plat thereof recorded in Volume 346, Page 77 of the Map Records of Harris County, Texas (herein referred to as the "Neighborhood");

WHEREAS, Section 5 of Article XII of the Original Declaration grants Declarant the right and privilege, with the consent of the owner of such property, to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 16 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration; and

WHEREAS, Declarant desires to make the Neighborhood as defined herein subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration of Restrictions so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and to designate the land covered by the above Plat as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

- 1) The Neighborhood shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration of Restrictions, in addition to those contained in the Original Declaration. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Original Declaration.

15
P

2) The land subject to the Plat shall hereafter be known as GREEN TRAILS, SECTION FIVE, a "Neighborhood" within Green Trails, Phase II.

3) The Neighborhood shall be subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration:

Section 1. WALLS AND FENCES.

(a) All fences or walls must be approved in writing by the New Construction Committee or Modifications Committee, as the case may be. Each Lot must have Committee-approved fencing constructed thereon, not to exceed eight feet (8') in height, along and immediately adjacent to all rear and side property lines of such Lots, not to be constructed closer to the front boundary of such Lots than the building set-back along such front Lot boundary. However, with respect to corner Lots, such fencing shall not be closer to the Lot boundary siding on the street than the applicable building set-back line established on the Plat. Specific guidelines for all Lots will be established and enforced by the New Construction Committee or Modifications Committee, as the case may be.

(b) The following Lots that abut Crescent Green Drive in the Neighborhood shall have constructed and maintained thereon at all times a uniform wood fence not to exceed seven feet (7') in height, that begins at the rear of the Living Units on those Lots and parallels and is immediately adjacent to (but does not encroach into) the twenty foot (20') building setback indicated on the Plat:

Green Trails Section Five: Block 2, Lots 9 and 42;
Block 1, Lot 9.

In order to maintain the theme and character of the Properties subject to the Declaration in general, and the uniform plan and character of Crescent Green Drive in particular, all fences adjacent to Crescent Green Drive shall be maintained in the original style and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

Section 2. ROOFING MATERIALS. All roofs shall be composition shingles of a type and weight approved in writing by the New Construction Committee or the Modifications Committee, as the case may be, and shall be either weathered wood or gray in color.

Section 3. GARAGES AND GARAGE ACCESS.

(a) All garages to be constructed within the Neighborhood must be approved in writing by the New Construction Committee. All detached garages shall be no more than one

story in height and attached garages may be up to two stories in height. All overhead doors must be constructed of real wood or metal approved as to style and appearance by the New Construction Committee or Modifications Committee, as the case may be. No masonite, plywood or glass shall be permitted in overhead garage doors.

(b) Certain Lots in the Neighborhood shall be restricted in their driveway access to certain adjacent streets. The following Lots in the Neighborhood are prohibited from having garage access from (i.e., driveway access onto) Morning Mist Lane:

Green Trails Section Five: Block 2, Lot 10

The following Lots in the Neighborhood are specifically prohibited from having garage access from (i.e., driveway access onto) Crescent Green Drive:

Green Trails Section Five: Block 1, Lot 9; and Block 2, Lots 9 and 42.

(c) Minimum setback lines for garage structures facing (or up to a forty-five degree (45°) angle away from) the street on which such Lot fronts in the Neighborhood shall be as follows:

(i) Setbacks from each front Lot boundary shall be fifty feet (50'), unless the front building setback on such Lot is thirty-five feet (35'), in which case the garage setback from the front Lot boundary shall be sixty feet (60'); and

(ii) Setbacks from side Lot boundaries shall be five feet (5') for attached garages and for detached garages less than seventy feet (70') from the front Lot boundary line, and shall be three feet (3') for detached garages if the garage is seventy feet (70') or more from the front Lot boundary. However, with respect to garages on corner Lots the overhead garage doors of which face (or are up to a forty-five degree angle away from) the side boundary of such Lot siding on such street, the set-back for the garage shall be the applicable building set-back line set forth on the Plat. No garage structure may encroach onto any dedicated utility easement.

(d) No attached garage in the Neighborhood shall have more than one (1) story of habitable space above the first story, and the first story shall be reserved and utilized solely for parking of motor vehicles.

Section 4. DRIVEWAYS. All driveways to be constructed within the Neighborhood must be approved in writing by the New

Construction Committee or the Modifications Committee, as the case may be. The driveways must be at least ten feet (10') in width and be constructed of concrete or brick, but in all cases shall be in accordance with standards adopted by the New Construction Committee and the portion thereof between the Lot boundary and the curb line of the adjacent street shall in all cases be in compliance with all standards and specifications of all governmental authorities having jurisdiction.

Section 5. SIDEWALKS. Prior to completion of construction of a Living Unit on any Lot in the Neighborhood, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk of four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street at the front Lot boundary, to be composed of materials and in a configuration approved by the New Construction Committee.

Section 6. MINIMUM SQUARE FOOTAGE. The living area of each Living Unit in Green Trail Park Section Five (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand Five Hundred (2,500) square feet of living area, and no Living Unit of more than one story shall contain less than Two Thousand Nine Hundred (2,900) square feet of living area (exclusive of open or screened porches, terraces, garages and driveways).

Section 7. LANDSCAPING AND TREE PLANTING; IRRIGATION.

(a) All Landscaping Plans for Lots in the Neighborhood must be submitted to the New Construction Committee for approval. All corner Lots shall have a minimum of three (3) live trees at least four inches (4") in diameter planted and maintained in the front yard; all other Lots shall be landscaped with two (2) live trees at least four inches (4") in diameter planted and maintained in the front yard. All such trees that die shall promptly be replaced by the Owner of the Lot in question so as to be in compliance herewith. In order to maintain the theme and character of the Properties subject to the Declaration in general, and the plan and character of Crescent Green Drive in particular, each Owner from time to time of each Lot that adjoins the Crescent Green Drive right-of-way agrees and shall be bound as a covenant running with the title thereto (i) to maintain and, from time to time if same dies promptly replace, any trees plant by Declarant on such Lot, or in the rights-of-way between said Lot and the curb of the adjoining streets, and (ii) to install and at all times maintain in working order an underground irrigation system for all parts of the lawn on such Lots that are visible from Crescent Green Drive.

(b) In addition to the above, all Owners in the Neighborhood shall be members of the street tree program to be established by the New Construction Committee, and shall be obligated to landscape and maintain their Lots in accordance therewith. The street tree program shall require all Owners to maintain, care for, and as necessary, replace trees planted by Declarant or the Association along street rights-of-way in the Neighborhood.

Section 8. CHIMNEYS. All exterior chimneys on the perimeter of Living Units in the Neighborhood shall be constructed of brick. All interior chimney chases (i.e., those protruding through the roof of a Living Unit) must be of real brick or some other style and materials which have been approved in writing by the New Construction Committee or the Modifications Committee, as the case may be.

Section 9. REAR AND SIDE BUILDING SETBACKS. Except as provided in Section 3 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in the Neighborhood closer than eight feet (8') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the Plat. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 10. DEVELOPMENT PERIOD. During the period of time that any Lots or Living Units located within the Neighborhood are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties owned by the Association in the Neighborhood in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 11. INTENT AND AMENDMENT. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declarant Restrictions apply only to the Property Neighborhood (i.e., Green Trails, Section Five). Notwithstanding any provisions of this Supplemental Declaration of Restrictions to the contrary, it is also the intent of the Declarant the specific restrictions that are imposed on the Neighborhood only in and by virtue of this Supplemental Declaration of Restrictions (other than those in the Original Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of both (i) seventy-four percent (74%) of the total votes of the Class A Members of the Association owning one or more Lots in Green Trails, Section Five, and (ii) Declarant, as long as Declarant owns part of the Property subject to the Original Declaration (by annexation or otherwise) or any Annexable Land.

Section 12. NEIGHBORHOOD ASSESSMENT. No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within the Neighborhood may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with a ninety percent (90%) vote of Neighborhood Members as provided in Article II, Section 6 of the Original Declaration.

Section 13. AGREEMENT. Each Owner of a Lot in the Neighborhood, by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in the Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration of Restrictions as well as all restrictions obligations, requirements and liabilities set forth in the Original Declaration.

This Supplemental Declaration of Restrictions shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 13th day of August, 1990.

DECLARANT:

GREEN TRAILS, LTD., a Texas limited partnership acting herein by and through its sole General Partner, TRENDMAKER, INC., a Texas corporation

14
14

By: *W.E. Dalton*
Name: W.E. DALTON JR
Title: EXEC VICE PRES.

185-61-0409

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on Aug. 13, 1990, by W.E. Walton Jr., Executive V. President of TRENDMAKER, INC., a Texas corporation, on behalf of said corporation as sole General Partner of GREEN TRAILS, LTD., a Texas limited partnership, on behalf of said partnership.



Brenda Hopkins
Notary Public in and for the State of Texas. My Commission expires on _____.

RETURN TO:

~~Jonathan Peckham
BOYAR, NORTON & BLAIR
Fourth Floor
Five Post Oak Park
Houston, Texas 77027~~

Joel Marshall
Trendmaker, Inc.
233 Cypress Run, #300
Houston, TX 77094

FILED
AUG 13 11 58 AM '90
Quita Roddenauer
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY ON THE BASIS OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
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 stated hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 13 1990



Quita Roddenauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.