

SUPPLEMENTAL DECLARATION OF  
ANNEXATION AND SUPPLEMENTAL RESTRICTIONS

M770875

FOR

08/13/90 00607777 M770875 \$ 23.00

GREEN TRAILS VILLAGE SECTION TWO

THIS SUPPLEMENTAL DECLARATION is made this the 29th day of June, 1990, by GREEN TRAILS, LTD., a Texas limited partnership, herein referred to and acting as Declarant, and consented to by Trendmaker, Inc., as owner of the hereinafter described annexed land.

WHEREAS, on June 11, 1990, 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 August 13, 1990, under Clerk's File No. M770871 in the Real Property Records of Harris County, Texas;

WHEREAS, TRENDMAKER, INC., a Texas corporation ("Trendmaker"), is the owner of the residential lots, landscape reserves and all other lands (other than those dedicated to the public) within the final plat of GREEN TRAILS VILLAGE SECTION TWO, a subdivision of land in Harris County, Texas, according to the map or plat thereof (the "Plat") recorded in Volume 346, Page 25 of the Map Records of Harris County, Texas (herein referred to as the "Neighborhood"), such property covered by the Plat being the same land described as the "Green Trails Village Land" in Article XI, Section 3 of the Original Declaration;

WHEREAS, Section 3 of Article XI of the Original Declaration grants Declarant the right and privilege, with the consent and joinder of Trendmaker, to annex and subject to the provisions of the Original Declaration and the jurisdiction of the "Association" (as defined in the Original Declaration) all or any portion of the Neighborhood; and

WHEREAS, Declarant desires to annex and subject the Neighborhood to the provisions of the Original Declaration and the jurisdiction of the Association and to make the land comprising the Neighborhood subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the lands comprising the Neighborhood and the Properties as defined in the Original Declaration, Trendmaker has consented to such annexation, and Declarant and Trendmaker further desire to designate the land covered by the Plat as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A) The Neighborhood shall be and is hereby annexed into and made subject to all of the terms, conditions, restrictions, stipulations, assessments, liens and the provisions of the

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Original Declaration and the jurisdiction of the Association as if originally included therein as a part of the "Initial Property," except that the Neighborhood shall not be considered part of any Neighborhood created within the Initial Property. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Original Declaration.

B) 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.

C) The land covered by the Plat shall hereafter be known as GREEN TRAILS VILLAGE SECTION TWO, a "Neighborhood" within Green Trails, Phase II.

D) The Owners of Lots within the Neighborhood shall have the right and are hereby granted non-exclusive, common easements in and to the use and enjoyment of the Common Properties and Common Facilities now or at any time hereafter owned by the Association and subject to the Original Declaration (as amended and supplemented), and Declarant hereby grants to the Owners and Occupants of all Lots covered by the Original Declaration, now or hereafter, a non-exclusive easement to the use and enjoyment of all Common Properties dedicated to the Association in the Plat, or separately conveyed to the Association, if any, and all Common Facilities from time to time existing thereon.

E) The Declarant, for each Building Plot owned within the Neighborhood, hereby covenants, and each Owner of any Building Plot in the Neighborhood by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, that the Base Annual Assessments, applicable Neighborhood Assessments, if any, and Special Assessments, together with interest, collection costs and reasonable attorney's fees, applicable to each such Building Plot as provided on the Original Declaration shall be a charge on the land and shall be secured by a continuing Vendor's Lien thereon herein and hereby reserved and retained in favor of, and hereby irrevocably assigned over to, the Association.

F) All lands and Lots within the Neighborhood shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within the Neighborhood:

Section 1. WALLS AND FENCES.

(a) All fences or walls must be approved in writing by the New Construction Committee or the Modifications Commit-

tee, as the case may be. Each Lot must have Committee-approved fencing constructed thereon, not to exceed seven feet (7') feet in height along and immediately adjacent to all rear and side property lines of such Lots, not to be constructed closer than the building set-back along the front boundary of such Lots. However, with respect to corner Lots, such fencing will 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 fencing materials and styles for use on all Lots in the Neighborhood will be established and enforced by the New Construction Committee or Modifications Committee, as the case may be.

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 garage 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) 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'); 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 from the side street right-of-way shall be the applicable building set-back line set forth on the Plat. No garage structure may encroach onto any dedicated utility easement.

(c) 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 the 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 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 the Neighborhood (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand Two Hundred (2,200) square feet of living area, and no Living Unit of more than one story shall contain less than Two Thousand Four Hundred (2,400) square feet of living area (exclusive of open or screened porches, terraces, garages and driveways).

Section 7. LANDSCAPING AND TREE PLANTING. 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 have a minimum of 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.

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.

However, notwithstanding the foregoing, the building setback along the rear Lot line of the following Lots shall be only three feet (3'):

Green Trails Village Section Two: Block 1, Lots 1-15

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 Declaration apply only to the Neighborhood (i.e., Green Trails Village Section Two). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Neighborhood only in and by virtue of this Supplemental Declaration (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 Village Section Two, and (ii) Declarant, as long as Declarant owns any part of the Property now or hereafter 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. BASE ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS. Pursuant to the express provisions of Article XI, Section 3 of the Original Declaration, the Base Annual Assessments and any Special Assessments levied against Owners of Lots within the Neighborhood may only be assessed at a level not to exceed eighty-five percent (85%) of any such Base Annual Assessments or Special Assessments levied against owners of Lots within other parts of the Properties covered by the Original Declaration. Per the Original Declaration, this lower assessment rate shall not be subject to amendment by the Membership of the Association without a vote of seventy-four percent (74%) of the Members owning Lots in the Neighborhood and the consent and joinder of Trendmaker so long as Trendmaker owns any portion of the Neighborhood.

Section 14. 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 as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

This Supplemental Declaration 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 29th day of June, 1990.

DECLARANT:

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

By: [Signature]  
Name: WIS DALTON JR  
Title: EXEC VICE-PRES.

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TRENDMAKER HAS JOINED HEREIN FOR THE PURPOSES OF CONSENTING TO (AND JOINING IN) THE ANNEXATION OF THE NEIGHBORHOOD INTO THE ASSOCIATION AND THE RESTRICTION OF THE LAND IN THE NEIGHBORHOOD AS SET FORTH HEREIN, AND SUBJECTING THE LAND IN THE NEIGHBORHOOD TO THE TERMS OF THE ORIGINAL DECLARATION.

TRENDMAKER, INC., a Texas corporation

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DATE: June 29, 1990

By: W.E. Dalton

Name: W.E. DALTON SR

Title: EXEC VICE PRES

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

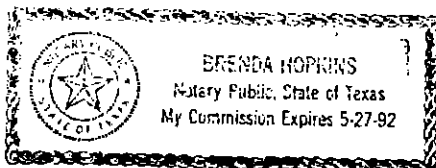
This instrument was acknowledged before me on the 29th day of June, 1990, by W. E. Dalton, Jr., Executive V.P. of TRENDMAKER, INC., a Texas corporation, on behalf of said corporation as sole General Partner of GREEN TRAILS, LTD., a Texas limited partnership, on behalf of said partnership.



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

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of June, 1990, by W. E. Dalton, Jr., Executive Vice President of TRENDMAKER, INC., a Texas corporation on behalf of said corporation.



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

RETURN TO:

~~Jonathan Peckham, Esquire  
Boyar, Simon & Miller  
Suite 1200  
4265 San Felipe  
Houston, Texas 77027~~

Joe Marshall  
Trendmaker, Inc.  
333 Cypress Run, #300  
Houston, TX 77004

THE UNDERSIGNED, BEING THE OWNER OF LOT FIVE ( 5 ), BLOCK ONE ( 1 ) OF GREEN TRAILS VILLAGE, SECTION TWO (2) (SUCH LOT BEING HEREIN CALLED THE "PROPERTY"), A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 346, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, HAS JOINED IN THIS SUPPLEMENTAL DECLARATION OF ANNEXATION AND SUPPLEMENTAL RESTRICTIONS FOR GREEN TRAILS VILLAGE SECTION TWO, FOR THE PURPOSES OF CONSENTING TO AND JOINING IN, AND HEREBY CONSENTS TO AND JOINS IN, THE ANNEXATION OF THE PROPERTY INTO THE ASSOCIATION AND THE RESTRICTION OF THE PROPERTY AS SET FORTH HEREIN, AND FOR THE PURPOSE OF SUBJECTING THE PROPERTY TO THE TERMS OF THE ORIGINAL DECLARATION.

PROPERTY OWNER:

*[Handwritten signature of Brent M. Jones]*  
Name: BRENT M. JONES

DATE: July 13, 1990

*[Handwritten signature of Catherine A. Jones]*  
Name: CATHERINE A. JONES

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 13th day of July, 1990, by Brent M. Jones and Catherine A. Jones.

[AFFIX SEAL]



ROBYN D. SHIVERS  
Notary Public, State of Texas  
My Commission Expires 8/26/92

*[Handwritten signature of Robyn D. Shivers]*  
NOTARY PUBLIC, STATE OF TEXAS  
Notary's Name (printed):  
Notary's Commission Expires:

THE UNDERSIGNED, BEING THE OWNER OF LOT FOUR (4), BLOCK ONE (1) OF GREEN TRAILS VILLAGE, SECTION TWO (2) (SUCH LOT BEING HEREIN CALLED THE "PROPERTY"), A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 346, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, HAS JOINED IN THIS SUPPLEMENTAL DECLARATION OF ANNEXATION AND SUPPLEMENTAL RESTRICTIONS FOR GREEN TRAILS VILLAGE SECTION TWO, FOR THE PURPOSES OF CONSENTING TO AND JOINING IN, AND HEREBY CONSENTS TO AND JOINS IN, THE ANNEXATION OF THE PROPERTY INTO THE ASSOCIATION AND THE RESTRICTION OF THE PROPERTY AS SET FORTH HEREIN, AND FOR THE PURPOSE OF SUBJECTING THE PROPERTY TO THE TERMS OF THE ORIGINAL DECLARATION.

PROPERTY OWNER:

DATE: July 13, 1990

*Corey W. Grua*

Name: COREY W. GRUA

*Marilyn W. Grua*

Name: MARILYN W. GRUA

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 13 day of July, 1990, by COREY W. GRUA AND MARILYN W. GRUA BY AND THROUGH HER AGENT AND ATTORNEY-IN-FACT, COREY W. GRUA.

[AFFIX SEAL]



*Betty J. Hull*

NOTARY PUBLIC, STATE OF TEXAS  
Notary's Name (printed):

Notary's Commission Expires:



THE UNDERSIGNED, BEING THE OWNER OF LOT Six (6), BLOCK One (1) OF GREEN TRAILS VILLAGE, SECTION TWO (2) (SUCH LOT BEING HEREIN CALLED THE "PROPERTY"), A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 346, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, HAS JOINED IN THIS SUPPLEMENTAL DECLARATION OF ANNEXATION AND SUPPLEMENTAL RESTRICTIONS FOR GREEN TRAILS VILLAGE SECTION TWO, FOR THE PURPOSES OF CONSENTING TO AND JOINING IN, AND HEREBY CONSENTS TO AND JOINS IN, THE ANNEXATION OF THE PROPERTY INTO THE ASSOCIATION AND THE RESTRICTION OF THE PROPERTY AS SET FORTH HEREIN, AND FOR THE PURPOSE OF SUBJECTING THE PROPERTY TO THE TERMS OF THE ORIGINAL DECLARATION.

PROPERTY OWNER:

DATE: Aug. 11, 1990

John G. Erwin Jr.  
Name: \_\_\_\_\_

Pamela S. Erwin  
Name: \_\_\_\_\_

THE STATE OF TEXAS    §  
  §  
COUNTY OF Harris    §

This instrument was acknowledged before me on the 11 day of August 1990, by John G. & Pamela S. Erwin.

[AFFIX SEAL]

Susan Leonard  
NOTARY PUBLIC, STATE OF TEXAS  
Notary's Name (printed):

Notary's Commission Expires:



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY ON 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 stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

FILED  
AUG 13 11 59 AM '90  
Quita Rodshimmer  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

AUG 13 1990  
Quita Rodshimmer  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

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