

SUPPLEMENTAL DECLARATION OF RESTRICTIONS

**M770873**

FOR

92/12/90 99617775 8770873 1 15 00

GREEN TRAILS PARK SECTION ONE

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 PARK SECTION ONE, a subdivision of land in Harris County, Texas, according to the map or plat thereof (the "Plat") recorded in Volume 346, Page 75 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.

2) The land subject to the Plat shall hereafter be known as GREEN TRAILS PARK SECTION ONE, 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 the Modifications Committee, as the case may be. Each Lot must have Committee-approved fencing constructed thereon, not to exceed eight feet (8') 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.

(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 Park Section One:  
Block 1, Lot 1; Block 2, Lots 18 and 29

(c) The following Lots that abut Crescent Green Drive shall have constructed and maintained thereon, at all times, a uniform wood fence not to exceed seven feet (7') in height that parallels and is immediately adjacent to (but does not encroach beyond) the rear Lot line, and shall not encroach into the landscape reserve bounding the rear Lot lines:

Green Trails Park Section One: Block 1, Lots 39, 40,  
and 41

(d) Fences for the following Lots shall be constructed from the rear of the Living Unit to the rear Lot line, in a straight line to a point that is no more than ten feet (10') within the twenty foot (20') side building line setback:

Green Trails Park Section One: Block 2, Lots 1 and 19

In order to maintain the theme and character of the Properties subject to the Original 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 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) 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) Rosemeadow Drive:

Green Trails Park Section One: Block 1, Lot 41

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

Green Trails Park Section One: Block 1, Lot 1;  
Block 2, Lots 1, 18, 19 and 29

(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'); 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 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 Green Trails Park, Section One (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand (2,000) square feet of living area, and no Living Unit of more than one story shall contain less than Two Thousand Two Hundred (2,200) square feet of living area (exclusive of open or screened porches, terraces, garages and driveways).

Section 7. LANDSCAPING AND TREE PLANTING; IRRIGATION. 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. 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 title thereto (i) to maintain and, from time to time if same dies promptly replace, any trees planted 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.

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., 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 Declaration of Restrictions apply only to the Neighborhood (i.e., Green Trails Park Section One). Notwithstanding any provisions of this Supplemental Declaration of Restrictions 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 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 Park Section One, and (ii) Declarant, as long as Declarant owns any 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

By: W.E. Dalton Jr

Name: W.E. DALTON JR

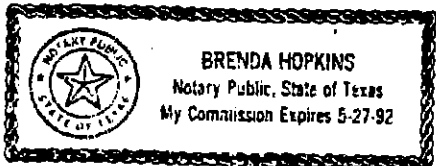
Title: EXEC. VICE PRES.

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19  
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185-61-0416

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 13, 1990, by W.E. Walton, Jr., Executive Vice 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, Esquire  
Boyar, Norton & Blair  
Fourth Floor  
Five Post Oak Park  
Houston, Texas 77027~~

*Rel*  
Joel Marshall  
Trendmaker, Inc.  
333 Cypress Run, Suite 300  
Houston, TX 77094

FILED  
AUG 13 11 53 AM '90  
Quita Rodhammer  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE 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

AUG 13 1990



Quita Rodhammer  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS