

RESTRICTIONS AND AGREEMENT  
ESTABLISHING MAINTENANCE CHARGE FOR  
GREENLAND SQUARE

*lee*

STATE OF TEXAS

X154742  
10/31/03 300290537

\$21.00

COUNTY OF HARRIS

That, Stuart & Hill, Inc., A Texas Corporation, hereinafter called Grantor, being the majority owners of all of the tracts of land in GREENLAND SQUARE an unrecorded subdivision in Harris county, Texas, does hereby place and impose upon such tracts the following reservations, maintenance charges and restrictions.

**RESERVATIONS**

In authenticating the subdivision map, there shall be and are hereby reserved by Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof;

1.

GRANTOR reserves the necessary utility easements and rights-of-way, as shown on the aforesaid map or GREENLAND SQUARE Subdivision. To which plat thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of GRANTOR and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lights and power, telephone lines, gas, water, sewers, fences, streets, walks, gates or any other utility or service which GRANTOR may find necessary for the purpose of proper service of lots in said Subdivision.

2.

Neither GRANTOR nor any utility company using the above mentioned easements shall be liable for any damage one by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of the owner situated on the land covered by said easements.

3.

It shall be and is expressly agreed and understood that the title conveyed by GRANTOR to any lot or parcel of land in the GREENLAND SQUARE subdivision, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the fences, entrance markers, walks, water, gas, sewer, electric light, electric power, or telephone lines, poles or

577-67-0191

*Rest  
21  
M*

conduits or any other utility or appurtenances thereon constructed by GRANTOR or public easements, premises or any part thereof to serve said property or any other portions of GREENLAND SQUARE Subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any party is hereby expressly reserved for purposes of providing public services.

## **GREENLAND SQUARE SUBDIVISION COMMITTEE**

GREENLAND SQUARE Subdivision Committee is hereby created consisting of three (3) members to be selected by the majority of lot owners in GREENLAND SQUARE Subdivision.

The Committee shall function as GREENLAND SQUARE representatives of all of the property owners in GREENLAND SQUARE Subdivision to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of said Committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.

## **MAINTENANCE CHARGE**

Each lot is subject to a monthly maintenance charge for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by owners of each and all the sites in said subdivision monthly, in advance. Said fund shall be used to do anything necessary of desirable, which in the opinion of the committee will keep the property neat and presentable, or for any other purposes which the committee considers will benefit the owners of property in GREENLAND SQUARE Subdivision. The Maintenance Fee is \$20 per month. It may be raised according to the consumer price index. THE MAINTENANCE FEES ARE TO MAINTAIN ROADS, DRAINAGE AND RESRICTIONS MAINTEANANCE.

Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Dedicator to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby grants the Association a power of sale, designate in writing a Trustee to

post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Harris County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, property addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

### RESTRICTIONS

1. The covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until December 31, 1999, at which time said covenants shall be automatically extended for successive periods of ten years; provided that at the time for any renewal a majority of the then owners of such tracts may amend, change or remove these restrictions by filing for record with the county clerk of Harris County, Texas an instrument or instruments evidencing such action. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Dedicator to enter and abate such violations without liability; and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law at equity against any person violating or attempting to violate such restrictions and either to prevent them from continuing such violation or to cause such violation to be removed, or to recover damages.
2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien, acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.
3. If any once of these restrictions shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby but shall remain in full force and effect.

5618-29-225

4. No cess pools shall ever be dug, used or maintained on the property (all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection therewith). The drainage of septic tanks into any road, street, alley or other public ditches, whether directly or indirectly, is strictly prohibited.
5. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back-water. Culverts or bridges must be used for driveways and/or walkways.

The property shall be used for light commercial purposes only. Light commercial purposes shall include usage of a low intensive nature, such as buildings and structures for the sale of retail goods, wares, and merchandise, professional and personal services, financial institutions, motels, service stations and restaurants. The property shall not be used for buildings or structures for the manufacturing of items and their transportation to and from the marketplace and for wholesale activities, unless approved in writing by GREENLAND SQUARE, HOUSTON, TEXAS (herein called GREENLAND SQUARE PROPERTY OWNERS ASSOCIATION). No use shall be permitted which is offensive by reason of fumes, odor, dust, smoke, noise, vibration or pollution, or which is hazardous by reason of excessive danger of fire or explosion, or which in violation of the laws of the United States, State of Texas, or subdivisions thereof. No buildings may be moved onto this property without the inspection and approval of GREENLAND SQUARE POA or its assigns. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside furnishing materials. Exteriors must be completed within six months after construction begins.

6. No mobile homes shall be allowed or maintained on the property for dwelling purposes or otherwise.
7. No basement, tent, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence or place of business without written authorization of GREENLAND SQUARE PROPERTY OWNERS ASSOCIATION.
8. No animals shall be raised, bred or kept on the property unless approved by Seller.
9. No noxious or offensive trade or activity shall be maintained upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. The Purchaser of each tract or parcel of land in the Subdivision agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk, or any unsightly objects to be dumped, stored or accumulated on the property, in default of which the Owner's, or their assigns may cut such grass or weeds or remove such trash, junk or unsightly objects and bill such Purchaser for the charge incurred.

5618-29-225

11. No sign of any kind shall be displayed to the public view on the property without written permission from the Owner's herein.
12. No tree or trees shall be sold, cut or removed from this property over 10 inches in diameter without written permission from the Owners herein; until the Purchaser shall obtain title to the tract free and clear of any lien by the Owner's to secure the purchase price thereof.
13. No noxious or offensive activity shall be maintained on this land, or shall anything be done thereon which may become an annoyance or nuisance such as an automobile graveyard, garbage, or rubbish dumping ground, oil and mining operation. The property and the roadway in front of each tract shall be kept free of litter and trash.
14. Purchasers of individual tracts in the Subdivision accept the same SUBJECT to the above set out restrictions, easements, and covenants running with the land, and each, covenant with their respective heirs, and assigns, shall faithfully observe and perform such restrictions and conditions and each of them and if any buyer or any person claiming under such buyer, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions and conditions, or for any grantor of any tract to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.
15. The Purchasers of tracts in the subdivision agree that nothing may be done by them, their grantees or assigns which would result in changing or altering or interfering with existing drainage or water across the subdivision or property adjacent thereof.
16. Invalidation of any of these covenants by legal judgment or court order shall in no way affect any of the other provisions or covenants and same shall remain in full force and effect.
17. No tract can be subdivided into parcels less than one-half acre and each tract must have a sixty (60) foot blacktop road fronting each tract. All such divisions must have the written approval of GREENLAND SQUARE PROPERTY OWNER'S ASSOCIATION.
18. No part of Greenland Square, nor any lot or tract of land therein, shall be used for hunting.
19. No truck, bus, boat trailer or any commercial vehicle shall be left parked in the street or roadway in front of any Lot except for construction of repair equipment which a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, trailer or any commercial vehicle shall be parked on the driveway or any portion of any Lot closer than fifty feet (50') from the front property line of any Lot.

This provision does not apply to pick up trucks or vans used for personal family transportation.

### **DEFINITIONS AS USED IN THIS DECLARATION**

- (a) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot in the GREENLAND SQUARE Subdivision in Harris County, Texas; including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.
- (b) "Property" or "The Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Property Owner's Association.
- (c) "Subdivision" shall mean the GREENLAND SQUARE Subdivision according to the map or plat.
- (d) "Lot" shall mean and refer to that portion of any of the individually numbered plots of land shown upon the plat and subdivision map or the GREENLAND SQUARE Subdivision.
- (e) "Declarant" shall mean and refer to Stuart & Hill, Inc., its successors and assigns, if such successors or assigns shall take over the development of the GREENLAND SQUARE Subdivision in Harris County, Texas.

9618-29-225

EXECUTED TO BE EFFECTIVE THIS 11TH DAY OF NOV, 2000

ASSOCIATION:

GREENLAND SQUARE PROPERTY OWNERS ASSOCIATION

BY: Ray M. Schneider  
Ray M. Schneider, President

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on the 11th day of NOV, 2000, by Ray M. Schneider, President of GREENLAND SQUARE PROPERTY OWNERS ASSOCIATION.

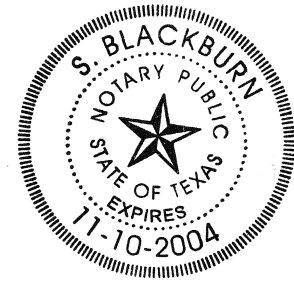
[Signature]

Notary Public, in and for the State of Texas

Name:

My Commission Expires:

Return to:  
Ray Schneider  
PO Box 13179  
Houston, TX 77019



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

OCT 31 2003



Beverly B. Kaufman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Beverly B. Kaufman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
03 OCT 31 PM 1:04

FILED

2618-23-223