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019-01-0789

REAL PROPERTY RECORDS

RESTRICTIVE COVENANTS

8017135

GREENBELT SUBDIVISION

THE STATE OF TEXAS X
THE COUNTY OF MONTGOMERY X KNOW ALL MEN BY THESE PRESENTS:
X

WHEREAS, J. RITCHIE FIELD and STEVE F. ZACHRY herein referred to as "Developers" are the owners of the following tract of land in Montgomery County, Texas, to-wit:

GREENBELT, a subdivision of 39.813 acres of land in the Edward Wrenmore Survey, A-595, Montgomery County, Texas, and the Edward Wrenmore Survey, A-633, Montgomery County, Texas out of, and being Lots 4, 5, 6, 23 and 30, Section II, Security Subdivision as per map or plat thereof on file in Volume 1, Page 21 of the Map Records of Montgomery County, Texas, and Lots 115, 116, 123 and 124, Section III, Security Subdivision as per map or plat thereof on file in Volume 1, Page 22 of the Map Records of Montgomery County, Texas, according to the map or plat thereof recorded in cabinet C, Page or Sheet 77 of the Map Records of Montgomery County, Texas.

WHEREAS, Developer intends to subdivide such property into lots to be sold for residential purposes, such subdivision to be recorded and known as GREENBELT ESTATES; and

WHEREAS, the Developers desire that each lot out of the property shall be subject to the covenants, conditions and restrictions herein contained;

NOW, THEREFORE, J. RITCHIE FIELD and STEVE F. ZACHRY, the owners of the property herein described, do hereby set forth the following covenants, conditions and restrictions applicable to the above-described real property.

ARTICLE I.

Definitions

Section One. "Owner" shall mean and refer to the record owner of a lot in GREENBELT SUBDIVISION, a recorded subdivision in Montgomery County, Texas, being out of and a part of the above-described property.

Section Two. "Developer" shall mean and refer to J. RITCHIE FIELD and STEVE F. ZACHRY.

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Section Three. "Lot" shall mean and refer to a lot out of and a part of the said GREENBELT SUBDIVISION, a recorded subdivision, or a subdivision to be recorded in Montgomery County, Texas.

Section Four. "Subdivision shall mean and refer to GREENBELT SUBDIVISION, a recorded subdivision or a subdivision to be recorded and located out of and a part of the above-described property.

ARTICLE II.

Use Restrictions

Section One. Restrictions.

1. No cesspool shall ever be dug, used, or maintained on any lot, and whenever a residence is established on a lot, all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly is strictly prohibited.

2. 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. Culvert or bridges must be used for driveways and/or walks and shall be constructed of concrete pipe and of a size not less than eighteen inches (18") in diameter or of a greater size in accordance with county specifications.

3. All tracts shall be used for residential purposes only. One modern mobile home may be located on a lot, provided that said mobile home is not more than five (5) years old at the time of move-in, and not less than twelve feet (12') wide and not less than sixty feet (60') long, excluding porches and garages. If a mobile home is a double-wide, then it shall be no less than fifty feet (50') in length.

4. Not more than one family shall reside on any lot. Additions, awning, carports, cabanas or utility rooms must be of aluminum or other suitable metal or material and must be approved in writing by Developer or Developer's duly-authorized agent. Developer reserves the right to allow construction of normal residential structures on each lot. In the event such residential structures are built,

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Developer reserves the right to approve the building plans. No used or second-hand houses may be moved onto a lot in the subdivision. Conventional residences constructed on this acreage shall contain a minimum square footage of nine hundred feet (900') of living space, exclusive of porches and garages. Once construction has started upon a building of any type, it shall be completed within nine (9) months from the time construction is commenced.

5. No building, trailer, mobile home, fence, wall or any other structure or plantings shall be commenced, placed, erected or maintained or shall any addition thereto or alteration thereof be made until plans and specifications showing the nature, time, shape, materials to be used, and floor plan shall have been submitted to and approved in writing by Developer or Developer's agent.

6. No person shall be allowed to inhabit any dwelling on any tract until a septic tank permit has been acquired and adequate septic lines have been installed. Septic tanks and lines are required to be installed in such a manner as to pass Montgomery County Health Department Regulations and Standards.

7. No part of any tract contiguous to a street shall be filled, excavated, or the contour thereof changed without the written consent of Developer or Developer's agent.

8. Nothing may be done by an owner, his grantees, or assigns which will result in changing or altering or interfering with the existing drainage or water across a lot of adjacent property. It is agreed that Owners will use streets in a safe, lawful, reasonable and courteous manner, and that any damage to Developer or others caused by Owner's failure to use such streets in the applicable manner will be the sole responsibility of Owner.

9. All tracts shall be kept in a neat and orderly condition. Grass and wood shall be cut regularly and trash, junk, and refuse shall not be kept or allowed on any tract, nor shall unsightly articles, objects or things be placed thereon, including, but not limited to, any motor vehicle not in operating condition and without current license plates.

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No construction equipment or dump trucks may be parked on any tract. No obnoxious or offensive trade or activity shall be conducted upon any tract nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Discharge of firearms is strictly prohibited in the subdivision. In the event of default of the strict performance of this covenant, Developer or Developer's agent, may, without notice to the Owner thereof, enter upon the premises and cut the grass and weeds thereon and remove and dispose of the trash, junk and unsightly articles or objects and perform any other work necessary to maintain the quality of the subdivision. Developer or Developer's agents shall render a written statement of the expenses thereof to the owner of said tract, who shall immediately pay the full amount thereof in cash. All such amounts shall be secured by vendor's lien upon and against the tract where work has been performed. The necessity of performance of such work shall be within the sole discretion of the developer or developer's agents.

10. No outside clothes line shall be constructed on maintained on any tract within sight of the street. The burning of garbage or trash or other debris on any tract is prohibited. No building shall be placed nearer than fifty feet (50') to the front property line nor nearer than ten feet (10') to any side street line, nor nearer than ten feet (10') to the inside property line. Immediately after or before moving a mobile home on any lot, it is necessary that a building permit be secured from the office of the County Engineer, Permit Division, Montgomery County Courthouse, Conroe, Texas.

11. There is a five foot (5') utility easement over, under, along and across interior sides of each lot and a ten foot (10') utility easement on the street side or sides of each lot for purposes of installing, using, repairing and maintaining public utilities, water and sewer line, electric lighting and telephone poles, pipelines and drainage ditches.

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12. No sign or advertisement shall be placed on any tract except one sign not larger than two feet by four feet (2' x 4') to advertise for sale the property, lease or rent, and no building or commercial activities shall be conducted on any tract.

13. No tree or trees shall be sold, cut or removed from this property without written permission from the developer or developer's agents herein until fifty percent (50%) of the purchase price has been paid by the owner, except to provide space for a residential dwelling.

14. No lot in the subdivision shall be resubdivided in any fashion.

15. All lots whereon mobile homes are located must have foundations skirted in the materials of either brick, metal, vinyl or wood within one hundred twenty (120) days after moving on to lot. Wood and metal shall be painted or stained.

16. Each mobile home placed upon any tract shall have tie-downs, meeting or exceeding the standards established by all applicable local or state law.

17. No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used at any time on any building site in this subdivision as either a temporary or permanent residence. Neither shall any temporary structure be permitted to be placed on any lot unless the permanent residence or mobile home has first been constructed or placed prior to such time.

18. Ditches and culverts shall be kept open and only culverts of a size recommended by the county shall be installed. No trees, brush or building materials or any other material may be stacked or piled in roads or ditches.

19. No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property, except that dogs, cats or household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Cattle and horses, not to exceed an aggregate total of one (1) head per acre, kept for personal use only may be allowed; provided, further, that all such animals be kept in a suitable enclosure for the

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number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock or poultry from the covenants against nuisances anywhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and clean, or which presents an unkept appearance or produces noxious odors may be declared a nuisance by the homeowners association and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance.

20. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions or covenants and same shall remain in full force and effect.

21. Each owner of a lot binds and obligates himself through purchase of the said lot or lots to maintain the same at his own expense in a neat and presentable manner.

22. Water for the subdivision will be provided by distribution lines connected with a central water system and no water wells shall be made, bored or drilled, nor any type of private system installed or used. Owners shall pay a tax fee as established by the operator of the water system prior to the connection of Owner's property to the central water system.

23. The restrictions and covenants are to run with the land, and shall be binding on all of the parties and all persons until December 31, 1994, at which time such covenants shall be automatically extended for successive periods of ten (10) years, unless the owners of 75% or more of the lots the subdivision, agree in writing to change the covenants or restrictions in whole or in part.

ARTICLE III.

Maintenance Fees

This property shall be subject to a charge of \$5.00 monthly from the date of execution of this agreement, and the owner, his, her, their, or its heirs, successors, executors, administrators and assigns agree to pay to developer, their successors and assigns, said \$5.00 per month,

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as billed by Developer for the upkeep, maintenance and improvement of roads, easements and drainage ditches. Owner, his, her, their, or its heirs, successors, executors, administrators and assigns further agree that such charges as contained herein will constitute a debt which may be collected by a suit in any court of competent jurisdiction, and shall further constitute a lien against such lot. However, such lien for payment of such monthly charge shall be inferior and subordinate to any bona fide construction loan to provide improvements on any lot and all extensions and renewals thereof, but shall attach as against all subsequent purchasers thereof.

ARTICLE IV.

Modification of Restrictions

The covenants, conditions and restrictions created herein and established herein for the benefit of GREENBELT SUBDIVISION, and each lot therein, may be waived, terminated or modified as to the whole or GREENBELT SUBDIVISION, or any portion thereof, with the written consent of the owners of seventy-five percent (75%) or more of the lots in GREENBELT SUBDIVISION.

ARTICLE V.

Property Subject to Covenants, Conditions and Restrictions

The covenants, conditions and restrictions herein named shall be applicable to all lots in GREENBELT SUBDIVISION.

ARTICLE VI.

General Provisions

Section One. Enforcement.

The Association, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this declaration. Failure of the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section Two. Severability.

Invalidation of any one of those covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

EXECUTED this the 7th day of December, 1979.

GREENBELT SUBDIVISION

By: [Signature]
J. RITCHIE FIELD

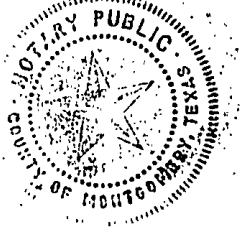
By: [Signature]
STEVE F. ZACHRY

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned notary public in and for said county and state on this day personally appeared J. RITCHIE FIELD and STEVE F. ZACHRY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of December, 1979.



[Signature]
Notary Public in and for
Montgomery County, Texas

ELIZABETH J. WINSON
Notary Commission
Expires February 28, 1981

FILED FOR RECORD

1980 MAY 20 PH 3:51

[Signature]
ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY }
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas

MAY 20 1980

[Signature]
ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS