

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

2891

DEED VOL 231 PAGE 103

THE STATE OF TEXAS     0  
                              0     KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF SAN JACINTO   0

WHEREAS, GREEN TREE ESTATES, LTD., a Texas Limited Partnership, is the owner of all that certain real property comprising GREEN TREE ESTATES, herein sometimes referred to as Subdivision, according to the map or plat thereof recorded or to be recorded on the Plat Records of San Jacinto County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and

WHEREAS, GREEN TREE ESTATES, LTD., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values, desires to place on and against said property certain protective restrictive covenants regarding the use thereof:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that GREEN TREE ESTATES, LTD., a Texas Limited Partnership, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said GREEN TREE ESTATES, owned by the undersigned, including the dedicated roads, avenues, streets, and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building or other improvement shall be erected, placed or altered on any lot, property or area in this subdivision until the building-plans, specifications and plot plans showing the location of such building or other improvement have been approved in writing by Green Tree Estates, Ltd., or its designated representative, or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said Green Tree Estates, Ltd., or its designated representative or such architectural control committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the method of correcting the matters and things disapproved. The judgement of the supervising authority or committee shall in all things be final.

2. RESIDENTIAL LOTS

All tracts, SAVE AND EXCEPT tracts designated as common area(s) or any other reserves shown on the subdivision map or plat, in said GREEN TREE ESTATES shall be known and designated as "residential tracts" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

A. USE - No dwellings shall be erected, altered, placed or permitted to

remain on any of said tracts other than a single residence, designated and constructed for the use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.

- B. All dwellings erected or placed on any tract shall contain a minimum of 600 square feet of living area.
- C. No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected or placed between the building line as shown on the recorded plat and the street. No building shall be erected or placed nearer than 15 feet to any side street lot line.
- D. No building or structure shall be erected or placed on any tract nearer than 5 feet, including roof overhang, from any interior lot line. The foregoing notwithstanding, the building lines and easements as set forth on the recorded map or plat of the subdivision and the easements hereinafter described shall control where applicable.

3. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

4. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any tract in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include, but not be limited to, a truck larger than 1 ton parked on lots or roads or permanently kept on property; and motor vehicles not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

5. EASEMENTS

Certain easements are reserved over and across tracts in the subdivision as indicated on the recorded subdivision plat and as further set forth herein, for the purpose of furnishing and/or the movement of electric power, water, drainage, telephone services and petroleum substances in and through the subdivision and all contracts, deeds and conveyances of any of said tracts or portion thereof are hereby made subject to such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this subdivision.

6. TEMPORARY STRUCTURES AND RESIDENCES

No tent, shack, or barn shall be moved upon or built upon any lot in this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

7. ANIMALS

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 cattle, horses, dogs, cats, fowl or household pets may be kept.

8. SIGNS

No signs of any kind shall be displayed to the public view on any tracts except one sign advertising the property for sale by GREEN TREES ESTATES, LTD. or signs used by a builder to advertise the property during the construction and sales period, or signs approved by the Architectural Control Committee.

9. ACCESS

No driveways or roadways may be constructed on any tract in this subdivision that will furnish access to any adjoining tracts or property without the express written consent of GREEN TREE ESTATES, LTD.

10. CULVERTS

Drainage structures under private driveways shall have a net opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks.

11. RESUBDIVISION

No tract may be resubdivided without the written approval of GREEN TREE ESTATES, LTD.

12. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

13. MATERIALS STORED ON LOTS

No building materials or debris of any kind shall be placed or stored upon any tract except during construction.

14. MAINTENANCE FUND AND SPECIAL ASSESSMENT

A. Each tract shall be subject to a monthly maintenance fee of \$2.00 per acre per month, payable in monthly installments or in advance on July 1st of each year. In no case shall the maintenance fee be less than \$5.00 monthly or \$60.00 per annum per tract. Said fee to be collected and disbursed by the General Partner of GREEN TREE ESTATES, LTD., or its successors or assigns or nominees.

B. All past due maintenance charges and special assessments shall bear interest from their due date at the rate of 10% per annum until paid. Such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by GREEN TREE ESTATES, LTD., upon the property herein conveyed subject and inferior, however, to a purchase money lien or construction money lien, or both.

Such annual charges may be adjusted at any time on any lot by GREEN TREE ESTATES, LTD., or its successors or assigns or any such maintenance association as may be established.

Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitations) as follows:

- (1) To render constructive civic welfare for the promotion of the social welfare of the community and of the citizens of GREEN TREE ESTATES, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation.
- (2) To promote and/or provide municipal services and educational and public recreational services and facilities for residents of GREEN TREE ESTATES.
- (3) To acquire, maintain and construct buildings and property for public services and educational and recreational facilities.
- (4) To do any other thing necessary or desirable or of general benefit to the community.

15. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below unless the owners of at least 51% of the tracts in the subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the tracts in the subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

16. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon every purchaser, his (her) successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment or any court shall in no way effect any of the other provisions which shall remain in full force and effect.

Any Maintenance Association or Property Owner's Association shall have one class of members. Each property owner in GREEN TREE ESTATES will automatically qualify for membership. It is specifically understood that each tract has one (1) vote regardless of who owns said tract. If an owner has more than one tract, he shall be entitled to one (1) vote for each tract.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every tract and when such tract or tracts are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the map or plat of GREEN TREE ESTATES, San Jacinto County, Texas, and when tracts with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any tract or tracts in said subdivision, the same shall be the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said tracts of GREEN

TREE ESTATES, LTD., or its successors or assigns.

IN WITNESS WHEREOF, GREEN TREE ESTATES, LTD., acting accordingly, has caused these presents to be executed, all there unto duly authorized, on this 22<sup>nd</sup> day of March, 1983.

GREEN TREE ESTATES, LTD., a Texas Limited Partnership whose General Partner is Green Tree Corporation

GREEN TREE CORPORATION - General Partner

By: Charles G. Mrazek  
CHARLES G. MRAZEK, President

Attest: Vickie Bergquist  
VICKIE BERGQUIST, Assistant Secretary

FILED FOR RECORD  
1983 APR 11 AM 10:19  
San Jacinto County Clerk, Texas  
Lois Cooksey

THE STATE OF TEXAS 0  
COUNTY OF HARRIS 0

BEFORE ME, the undersigned authority on this day personally appeared CHARLES G. MRAZEK, President of Green Tree Corporation, a Texas Corporation, a member of the Partnership of GREEN TREE ESTATES, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said GREEN TREE ESTATES, LTD., a Texas Limited Partnership, and that he executed the same, in the capacity therein stated as the act and deed of said corporation, as the act of its General Partner and as the act of such partnership for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 22<sup>nd</sup> day of March, A.D. 1983.



Judith A. Papczynski  
Notary Public, STATE OF TEXAS  
My commission expires: 7-23-86  
JUDITH A. PAPCZYNSKI  
STATE OF TEXAS  
COUNTY OF SAN JACINTO

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 San Jacinto County, Texas on

APR 11 1983



Lois Cooksey  
LOIS COOKSEY  
COUNTY CLERK,  
SAN JACINTO COUNTY, TEXAS