

TOWNHOUSE RESERVE

THE STATE OF TEXAS X
COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

159-40-0414

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THAT, GREEN TEE CORPORATION, a Texas corporation, is the owner, in fee simple, of that certain tract and parcel of land situated in Harris County, Texas, and known and described as follows:

BEING ALL OF BLOCKS 3 and 7, GREEN TEE TERRACE TOWNHOUSES, a Replat of Blocks 3, 7, and 8, of Sections I and II, of Green Tee Terrace, Pearland, Harris County, Texas, being more fully described in Volume 177, Page 60 of the Map Records of Harris County, Texas.

AND WHEREAS we desire and intend to sell and convey various lots and blocks in said Townhouse Reserve to various persons, and desire that said Townhouse Reserve shall be established as a restricted residential district and to place and impress upon said lands certain restrictions, covenants, and conditions to the end that the values of said lands will be upheld and the interests of the present and future owners of said lands be protected.

PART I

1. RESIDENTIAL USE: Subject to Paragraph 6 below, all lots shall be used only for single-family residence purposes and shall not be less than twenty-two (22) feet wide, nor exceed three (3) stories in height.

2. BUILDINGS PERMITTED: No permanent or temporary building shall be erected, placed or altered on any lot or part thereof, except a one single-family residential dwelling, such private garage (with or without servants' quarters) as may be desired for use in connection with such dwelling and buildings described in Paragraph 13. Said servants' quarters shall be a part of the garage structure and shall be occupied only by servants employed in the dwelling upon the same lot.

3. ARCHITECTURAL COMMITTEE: (a) No building or improvements of any character, shall be erected or placed, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot, or part thereof, until the construction plans and specifications and a plan showing the location of the structure or structures have been approved in writing by the Architectural Committee, hereinafter provided for, as to compliance with these restrictions and as to quality of workmanship and materials, harmony of external design with the existing and proposed structures and as to location with respect to topography and finish grade elevation. The decision of the Architectural Committee is final.

(b) Construction plans and specifications and a plan showing the location of all structures must be submitted to the Architectural Committee for approval prior to the commencement of construction thereof. In the event the Architectural Committee fails to approve or disapprove within thirty (30) days after submission to it of the said documents, written approval will not be required and the related covenants and restrictions set out herein shall be deemed to have been fully complied with and satisfied. No construction shall be commenced until approval has been secured, or until thirty (30) days' time has elapsed after submission without rejection by the Architectural Committee.

(c) The Architectural Committee shall initially consist of one person who is the President of Green Tee Corporation, or his assign. After all lots have been sold by Green Tee Corporation, the owners of a majority of homes shall select three (3) persons who are owners of lots in said Townhouse Reserve to serve as members and comprise said Architectural Committee for two (2) years following their selection. Succeeding members of said Committee shall be selected by vote of the owners of a majority of homes upon the expiration of said two (2) year term or upon the death, resignation or disqualification of any member of said Committee to serve as members of said Committee for a term of two (2) years from the respective date of selection. When said Committee consists of three (3) members, a concurrence of two (2) is required for said Committee to take affirmative action on any matter.

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4. **MINIMUM LIVING AREA FLOOR SPACE:** No dwelling shall be erected upon any of the lots covered hereby, unless such dwelling contains at least 1,600 square feet of enclosed living area floor space. The term "Living area floor space" is exclusive of floor space in porches, garages, pergolas, and servants' quarters.

5. **CONSTRUCTION MATERIALS:** All buildings shall be constructed of brick, cement blocks or other substantial masonry construction, or insulated frame construction.

6. **BUILDING LINES:** All building lines are designated on the recorded plat, and designated building lines shall be the only building lines that will be used in designing each and every residence, unless designated or authorized by the Architectural Committee. Each residence shall be constructed to the side lot lines, except outside lines of corner lots, and to both the front and back building lines, either by the house wall or a wall which shall enclose all of the building lot except for window, door, or other approved openings in front and rear and garage entrances. No openings of any kind shall be permitted in the side walls or fences, except outside walls of corner lots, or those so designated by the Architectural Committee. All side walls shall conform to the City of Pearland, Texas, Building Code. All garages shall be entered from the alley and shall be equipped with door and automatic door openers.

7. **PARTY WALLS:** (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Townhouse Reserve and placed on the dividing line between the building lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the lot owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any lot owner who has used the wall may restore it, and if the other lot owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such lot owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Paragraph, a lot owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any lot owner to contribution from any other lot owner under this Paragraph shall be appurtenant to the land and shall pass to such lot owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

8. **TEMPORARY RESIDENCE:** No house trailer, no tent, no shelter of any kind, no garage apartment and no temporary or permanent building of any nature detached from the dwelling, shall be built, erected, placed, or maintained on any lot to be used either as a temporary or permanent residence. No servants' quarters shall be used as a garage apartment at any time.

9. **COMMERCIAL ACTIVITY:** No store, office or other place of business of any kind, no hospital, sanatorium, or other place for the care or treatment of the sick, no manufacturing facility, no apartment house, and no theatre, saloon, or other place of entertainment shall be erected or permitted upon any lot. No busi-



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ness or service of any kind or character whatsoever shall be conducted in or from any building located on any lot or from any lot. Without being limited to the above specifications, it is intended that no activity, whether for profit or not, shall be carried on in any lot which is not directly related to single-family residence purposes.

10. **OFFENSIVE ACTIVITIES:** No noxious or offensive activity of any sort shall be permitted on any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No illegal or immoral activity shall be permitted on any lot.

11. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets which may be kept, provided they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the occupants of such lot.

12. **FENCES:** No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street curb lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

13. **CLOTHES LINES:** The drying of clothes in public view is prohibited. The owners or occupants of any lot may construct and maintain a drying yard or other suitable enclosure for use in drying clothes.

14. **PREFABRICATED BUILDINGS:** No prefabricated or prebuilt buildings or structures of any nature whatsoever, whether permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot; provided, however, that a temporary office, tool shed, saw shed, lumber shed, may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots but such temporary structure shall be removed upon completion of construction or the sale of the dwellings, whichever is later. No such temporary or prefabricated buildings shall ever be used for residential purposes.

15. **MAINTENANCE:** (a) The owner or occupants of all lots, shall in no event use any lot for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, shall not permit the accumulation of garbage, trash, or rubbish of any kind thereon; and shall not burn anything except by use of an incinerator and then only as may be permitted by law. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened from public view, and a service yard, drying yard or other similar facility to conceal them from public view may be built subject to the approval of the Architectural Committee.

(b) Each lot that is sold by Green Tee Corporation, shall be subject to an annual maintenance charge of \$120.00 per year, payable in advance on January 1, and on each subsequent January 1, by the then owner of each lot. Said annual maintenance charge shall be prorated from the date of closing at \$10.00 per month. This maintenance charge shall be for the purpose of creating a fund to be known as the "Green Tee Townhouse Maintenance Fund." This maintenance charge shall be secured by a Vendor's Lien upon said lots and is to be paid to Green Tee Corporation at its office in Pearland, Texas, or its assigns or successors, with 10% interest on any delinquent payments. The Architectural Committee of Green Tee Corporation shall manage the "Green Tee Townhouse Maintenance Fund" until such time as all lots have been sold. After all lots are sold, a Property Owners Association, consisting of the owners of all lots shall be formed to administer the monies and affairs of said association.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages created for the construction, improvement, or sale of a residence on said Townhouse lots. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

The annual maintenance charge may be adjusted by Green Tee Corporation or its successors from year to year as the needs of the property may, in its judgment



James M. Wright

require, but shall in no event be set at a greater amount than \$240.00 per year except by duly recorded petition signed by three-fourths (3/4ths) of the then property owners; and in that event, such an increase shall be binding upon all of the then property owners. The annual maintenance charges shall continue through the year 2000, and then shall continue for successive five (5) year periods, until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County, Texas, agreeing to the abandonment of such charges.

Green Tee Corporation, or its successors, shall render an annual accounting of the "Green Tee Townhouse Maintenance Fund" to each owner of lots showing the receipts and expenditures. The total of all funds so collected shall apply, so far as they may be sufficient, toward the payments for maintenance of those areas outside of the designated building lines, i.e. sidewalks, common courts, esplanades, boundary walls, vacant lots, and also for providing private patrol or watchman, lighting in public areas, and doing other things necessary and desirable, in the opinion of Green Tee Corporation, to maintain public or common areas, or which it considers to be of general benefit to the owners or occupants of the townhouses.

Green Tee Corporation shall provide for the maintenance of all lots that are not sold by contract or by deed to any individual or corporation. This obligation terminates with the termination of ownership. Green Tee Corporation shall not pay into the maintenance fund.

(c) Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the builder or as approved by the Architectural Committee. Maintenance, upkeep, and repairs of any individual court yard shall be the sole responsibility of the individual lot owner and not in any manner the responsibility of the Association.

16. SIGNS: No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential lot without first having obtained the consent in writing of the Architectural Committee. Said Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed without such consent, and in so doing, shall not be subject to any liability for trespass or other tort or damages in connection therewith, or arising from such removal. After the sale of all lots by Green Tee Corporation, signs advertising lots, for resale shall be in accordance with regulations prescribed by the Architectural Committee.

17. BOATS: No boats, trailers, or boat rigging shall ever be placed apart on any street or be parked in front of any residence. No vehicle shall be permitted to park in the alleys, except for delivery of goods, removal of trash and debris, or other service or maintenance vehicles, all of which shall use the alleys for these purposes.

18. DIRT: The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot.

19. TREES: Only dead, dangerous or unsightly trees may be cut or removed from any lot except that trees may be removed to provide room for construction of improvements. Prior to removal of any trees on any lot, approval must be obtained from the Architectural Committee.

20. REPAIR: All residences and other buildings must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

21. ANTENNA: No antenna for any purpose, including particularly radio and television antennas, shall extend above the roof line of the dwelling or be visible from the street.

22. ROOFING: No roof of any building shall be constructed of asphalt shingles.

23. SIDEWALKS: All lot owners will provide washed peagravel sidewalks. Said sidewalks shall comply with City of Pearland specifications and shall be constructed at the time of construction of the residence upon each lot.

24. ACCESS DRIVES: (a) Builders shall install access drives in conjunction with their construction of each townhouse according to specifications approved by the Architectural Committee.

(b) Ownership of each townhouse shall entitle owner or owners to an easement of ingress and egress into and upon all access drives.



James M. ...



(c) No vehicle shall be parked on access drives so as to obstruct ingress and egress by owners of lots, their families, guests, and invitees, except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. Access drives are not intended for parking or storing of boats, trailers, campers, camping units, or any personal vehicle to insure the proper use of said areas.

PART II

1. TERM: These restrictions, covenants and conditions are to run with the land, and shall be binding on Green Tee Corporation and its successors and assigns and all persons claiming under them and all subsequent property owners of said above described lands and any part of same, for a period extending until July 1, 2010, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; provided, that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his, or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

2. ENFORCEMENT: If any person should violate or attempt to violate any of the restrictions, covenants or conditions herein set forth, any person or persons owning any lot in said Subdivision shall have the right to proceed at law or in equity against any person or persons violating or attempting to violate any of said restrictions, covenants or conditions, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief or damages authorized by law. Failure by any person to enforce any such restriction, covenant or condition at the time of the violation shall not be deemed to be a waiver of the right to do so thereafter.

3. SEVERABILITY: Invalidation of one or more of these covenants, by judgment or court order or otherwise, shall in nowise affect any other covenant, restriction, or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

4. LIENS: It is specifically provided that a violation of these restrictions, covenants, or conditions, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith, upon said lots, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants, and conditions herein contained.

5. TITLES: Titles used to introduce paragraphs hereof shall not be deemed to have restricted the contents thereof, and are only intended to be used as a convenience to the reader hereof.

IN WITNESS WHEREOF, GREEN TEE CORPORATION, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be done and attested by the signature of its duly authorized officers, this 10th day of April, A. D., 1973.

ATTEST:

GREEN TEE CORPORATION

BY: [Signature]
Secretary

BY: [Signature]
VICE - President

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THE STATE OF TEXAS
COUNTY OF BRAZORIA

RECORDER'S MEMORANDUM:
The additions on this instrument were present at the time instrument was filed and recorded.

BEFORE me, the undersigned authority, on this day personally appeared CLARENCE W. SMITH, Vice-President, of GREEN TEE CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of APRIL, A. D., 1973.

[Signature]
Notary Public in and for Brazoria County, Texas.

BUFORD D. WALDROP
Notary Public, Brazoria County, Texas
My Commission Expires June 1, 1973



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HOUSTON-CITIZENS BANK & TRUST COMPANY, Houston, Texas, holder of a lien on certain property described in and affected by the foregoing instrument, hereby consents to all the terms and provisions contained in said instrument.

ATTEST:

HOUSTON-CITIZENS BANK & TRUST COMPANY

BY: [Signature] President

[Signature]
Ass. Cashier

RECORDER'S MEMORANDUM:
The additions on this instrument were present at the time instrument was filed and recorded.

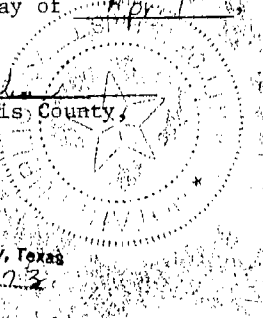
THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, authority, on this day personally appeared H. S. Silvas, of HOUSTON-CITIZENS BANK & TRUST COMPANY, Houston, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HOUSTON-CITIZENS BANK & TRUST COMPANY, Houston, Texas, a state banking corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 11th day of April, A. D., 1973.

[Signature]
Notary Public in and for Harris County,
TEXAS

CYNTHIA MULLINS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973



FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

1973 APR 11 PM 1 56

Return to:
LOUISVILLE TITLE COMPANY OF HOUSTON
4507 SAN JACINTO ST.
P. O. BOX 8000
HOUSTON, TEXAS 77004

46295 FC: dl

[Signature]



James H. ...



MINISTER OF THE ...
COUNTY OF HARRIS

159-4C-0420

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

APR 11 1973

Robert ...
 COUNTY CLERK
 HARRIS COUNTY, TEXAS





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This October 4, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

