



Greenridge North

Community Service Corporation



225 Glazebrook * P.O.Box 38261, Houston Tx, 77238-8261 * (281) 931-0447

This is your copy of the new deed restrictions that were voted in and accepted by the homeowners at the meeting of June 9, 1997. These restrictions will be enforced and there will be a copy delivered to every homeowner and renter in the subdivision. Keep these in a safe place as this is a legal document and any legal actions taken against a violator will be based on this document. We recommend that you take a few minutes now to acquaint yourself with your deed restrictions. If you have any questions, please call ²⁸¹⁻931-0447 and leave your name and phone number and a board member will return your call as soon as possible.

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These "Deed Restrictions" can be obtained in Spanish. If you desire them in Spanish, fill out the lower part of this sheet and return it to us at 225 Glazebrook (The Pool) or mail it to us at PO Box 38261, Houston, TX 77238-8261. Please allow us time to prepare the translated version.

Be advised that if any legal action develops from the deed restriction violations, all actions will revert to the English translation since these are filed with the City of Houston. The Spanish version may lose some understanding in the translation process. If you have any questions, please call and we will help you understand your deed restrictions.

Thank You.

Greenridge North Board of Trustees

I would like to receive a copy of the "Deed Restrictions" translated into Spanish.

Name: _____

Address: _____

Owner/Renter: _____

S507820

513-56-1099

Greenridge Community Service Corporation DEED Restrictions

06/23/97 100505545 S507820 \$35.00

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS)

GREEN RIDGE NORTH, LTD., a Texas limited partnership (hereinafter sometimes referred to as "GREEN RIDGE"), acting herein by and through two of the General Partners, LITTLE ENTERPRISES, INC. and WILCREST-BRIAR FOREST CORP. (each being a Texas Corporation maintaining its principal office in the City of Houston, Harris County, Texas) being the owner of that certain tract of land containing 406.9345 acres of land, more or less, out of the S. Contreras Survey, Abstract 220, in Harris county, Texas which was conveyed by Ralph A. Johnston et al. to Westheimer Property, Inc., by deed dated July 23, 1965 recorded in Volume 6006, Page 458 of the Deed Records of Harris County, Texas, to which deed reference is here made for all purposes, ad having plated a part and parcel of said land into a subdivision known as GREEN RIDGE NORTH, SECTIONS 1,2,3,4,5,6,7,8 AND 9, and desiring to establish a uniform plan for the development, improvement and sale of said land, do hereby establish, adopt an promulgate certain conditions, covenants and restrictions which shall be applicable to all of the lots in all sections and blocks in said subdivision: SECTIONS 1,2,3,4,5,6,7,8 and 9, their lots and blocks are listed as an appendix attached to this document.

The foregoing lot numbers are inclusive and such lots are hereby designated as residential lots. The following conditions, covenants and restrictions are applicable to each of said lots, part or parcel thereof, and shall be construed as restrictive covenants running with the title to said residential lots.

A map or plat of said subdivision, approved as required by law, has been filed for record and was originally recorded:

SECTION ONE (1) recorded in volume 139, page 40

SECTION TWO (2) recorded in volume , page

SECTION THREE (3) recorded in volume 148, page 125

SECTION FOUR (4) recorded in volume 148, page 132

SECTION FIVE (5) recorded in volume , page

SECTION SIX (6) recorded in volume , page

SECTION SEVEN (7) recorded in volume 152, page 106

SECTION EIGHT (8) recorded in volume , page

SECTION NINE (9) recorded in volume 169, page 8

of the Map of Records of Harris County, Texas, to which reference is hereby made for all purposes.

Part 1

Such conditions, covenants and restrictions are as follows:

1. No building or structure shall be erected, placed or altered on any lots except a single-family residential dwelling not exceeding two stories in height and such private garage, carport or servant's quarters as may be desired for use in connection with such dwelling.

2. 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 until the construction plans and specifications and a site plan showing the location of the structure or structures have been submitted by certified mail, return receipt or in person to a board member who will at that time give a written receipt stating it was received. The plans will be reviewed and approve or disapprove in writing by GREEN RIDGE NORTH, LTD. (hereinafter called "GREEN RIDGE"), or its assignee, hereinafter provided for, as to compliance with these restrictions and as to quality of workmanship and material, harmony of external design with existing and proposed structures, and as to location with respect to topography and finished grade elevation.

3. The plans and documents to be submitted to GREEN RIDGE or its assignee, as above set forth, shall be submitted for approval prior to commencement of construc-

tion of any such improvements. In the event GREEN RIDGE, or its assignee, fails to approve or disapprove within thirty (30) days after submission **in writing** to it of the required plans and documents, approval will not be required and this covenant and restriction shall be deemed to have fully been complied with and satisfied.

4. Any single story dwelling constructed on any lot must have a ground floor area of not less than one thousand (1,000) square feet, exclusive of open or screened porches, terraces, driveways, carports and garages. Any dwelling other than a single story dwelling must have not less than eight hundred (800) square feet of ground floor living area exclusive of open or screened porches, terraces, driveways, carports and garages. No dwelling shall be constructed or permitted to exist on any such lot unless the exterior surface area thereof, exclusive of the roof thereof is composed of at least fifty-one per cent (51%) brick veneer.

5. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line, than the minimum building setback line shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage, carport or servants' quarters located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line: provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence will face the front of the lot.

6. None of said lots shall be re-subdivided in any fashion except hereinafter provided.

(a) Any persons owning two or more adjoining lots may subdivide or consolidated such lots into building sites, with the privilege of placing or construction improvements, as permitted by these restrictions on each such resulting building site, provided that such subdivision or consolidation does not result in any building sites with a width or less than fifty-five (55) feet at the front building line or a total square footage area of less than fifty-five hundred (5500) square feet.

(b) If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of this paragraph, the provisions of Paragraph 5 above shall be applied to such resultant building site as if it were one original, plated lot.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, and no structures or

improvements shall be erected on any of said easements, and neither the parties here-
to nor any utility company using such easements shall be liable for any damage done
by either of them or their agents, employees, servants or assigns to shrubbery, trees,
flowers or other property of the owner located on the land covered by said easements.

8. No house trailer, prefabricated house, tent, shack, barn or other
out-building and no temporary or permanent building of any nature attached/detached
from the dwelling, shall be built, erected places or maintained on any lot: provided, how-
ever, that a detached garage or carport limited in size to three car capacity, or a
detached garage or carport with servants' quarters, which shall be used only by ser-
vants who are employed in the dwelling erected upon the same lot where such quarters
are located, may be located on such lots. No garage apartment for rental purposes
shall be
permitted on any lot. **A tool shed for storing of lawn and garden equipment may be
built provided that approval as required by this paragraph shall be in accordance
with the provisions of Paragraphs 2 and 3 hereof.**

9. No store, office or other place of business of any kind, and no hospital, sana-
torium, or other place for the care or treatment of the sick, or any theatre, saloon or
their place of entertainment shall be erected or permitted upon any lot, and no business
or service of any kind of character whatsoever shall be conducted in or from any build-
ing located on any lot or from any building located on any lot or from any lot. Without
limitation by enumeration of the foregoing, it is intended that no activity, whether for
profit or not, shall be carried on any lot which is not directly related to single-family resi-
dence purposed: and no noxious or offensive activity of any sort shall be permitted. Nor
shall anything be done on any lot which may be or become an annoyance or nuisance
to the neighborhood.

10. No oil, gas or water drilling or development operations or refining, quarrying
or mining operations of any kind shall be permitted upon or on any lot. No derrick or
other structure designed for use in exploring for or producing any minerals shall be
erected, maintained or permitted upon any lot. The provisions of this paragraph hereof
shall in no way impair, diminish or restrict the rights of the owners of any mineral estate
in and to the above described land to explore for and produce said minerals through
pooling, unitization or directional drilling provided that no use whatsoever is made of the
surface of said land.

11. 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, and then not to exceed two of each category of such common household pet. such common household pets may not be kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot. **Dogs and other pets must be kept behind a fence on your own property and not allowed to roam.**

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept upon any such lot except in sanitary containers. **Equipment for the temporarily storage or disposal of such waste substances shall be kept in a clean and sanitary condition. Household trash and other garbage must be set out on a regular basis. heavy trash set out once per month in accordance with city ordinances. Heavy trash is not to be set out more than three (3) days before scheduled pick-up.**

13. No fence, wall, hedge or gas meter shall be placed, or permitted to remain, on any of said lots nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for such decoration subdivision entry fences as may be approved by GREEN RIDGE or its assignee.

14. No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line within the edge of a driveway or alley pavement.

15. The drying of clothes in public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other community facilities, where the rear yard or portion of the lot is visible to the public shall construct and maintain a drying yard or other suitable **concealed** enclosure for use in drying clothes. **Clothes or other articles hung neatly on a clothes line to dry need to be taken in on a daily basis. No articles should be hung on any fence dividing properties.**

16. The owner or occupants of all lots shall at all times keep all weed and grass thereon cut in a sanitary, healthful and attractive manner, and 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, or permit the

accumulation of garbage, trash or rubbish of any kind, or any other condition that would be unsanitary, thereon. In the event of default on the part of the owner or occupant of any lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, GREEN RIDGE, or its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or inhabitation of the property to pay such statement immediately upon receipt thereof.

17. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot without first having obtained the consent in writing of GREEN RIDGE or its assignee. GREEN RIDGE or its assignee shall have the right to remove any such sign, advertisement, billboard or structure which is erected or placed without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith, or arising from such removal.

18. No boats, boat trailers, or boat rigging shall ever be placed or parked on any street or on any lot nearer to the street than the building setback lines as shown on the recorded plat of this subdivision.

19. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping on such lot, or in conjunction with construction being performed on such lot. No trees shall be cut on any lot except in connection with construction of improvements, or to remove dead, diseased or unsightly trees.

20. 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. None of said lots shall ever be used for illegal or immoral purposes.

22. Lots shall be kept in an attractive manner. **No one shall in any event use the front lawn to park any type of vehicle.**

23. GREEN RIDGE hereby retains the right to assign its right to approve or disapprove plans and specifications, location of structures, erection of signs and all other necessary documents or approvals required to be submitted to it by the provision here-

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of, to an architectural control committee which may be appointed annually by the Board of Trustees of the "COMMUNITY SERVICE CORPORATION" referred to in Part II hereof. In the event GREEN RIDGE elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing executed and acknowledged by the proper officers or a general partner of GREEN RIDGE and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

PART II

1. GREEN RIDGE will cause to be organized under the laws of the State of Texas, a non-profit corporation (hereinafter sometimes referred to as the "COMMUNITY SERVICE CORPORATION") which will have the specific purpose of enforcing, collecting and receipting for the service charge hereinafter imposed upon the above described lots and for the further purpose of managing, controlling and expending the funds derived therefrom, and the membership in said corporation shall be restricted to the record owners of lots in the aforesaid subdivision, including all future sections thereof which are encumbered with the equivalent service charge as herein provided for the section of said subdivision covered by these presents: those entitled to membership shall include GREEN RIDGE and its successors and assigns, including all home builders and inventors who may become record owners of lots in said subdivision each such person or entity owning one or more lots therein being entitled to membership in the corporation, subject to the bylaws and the rules and regulations pertaining to membership which are legally established from time to time, and each member shall be entitled to one vote per lot owned (whether vacant or improved) on any matter submitted to a vote at any meeting of the membership of the corporation: such vote may be exercised by any one of any two or more tenants in common, but split or fractional votes by tenants in common are specifically prohibited.

2. Each residential lot in GREEN RIDGE NORTH is hereby subjected to an annual service charge. Such service charge hereby created is referred to hereinafter as the "community service charge". the community service charge will be paid by the owner or owners of each lot hereinabove described, annually in advance, upon the 15th day of January in each year,

SECTION ONE (1) commencing January 15, 1967,

SECTION TWO (2) commencing January 15, 1967,

SECTION THREE (3) commencing January 15, 1968,

SECTION FOUR (4) commencing January 15, 1968,

SECTION FIVE (5) commencing January 15, 1968,

SECTION SIX (6) commencing January 15, 1969,

SECTION SEVEN (7) commencing January 15, 1969,

SECTION EIGHT (8) commencing January 15, 1970,

SECTION NINE (9) commencing January 15, 1970,

Except that anything herein contained to the contrary notwithstanding, it is controllingly provided that so long as any lot or lots shall remain vacant, the community service charge thereon shall be 50% less than the community service charge on the lots which have residential building or buildings situated thereon (irrespective of whether the building or buildings are occupied). The foregoing adjustment reducing the amount of the annual community service charge on an unimproved lot is intended to make a uniform, equitable allowance or adjustment, on the basis of the benefits to be derive from the service to be rendered by the Community Service Corporation. The amount of the community service charge and late fees will be determined and established from year to year by the members of the Community Service Corporation, at either the annual membership meeting or at any special meeting of the membership called for that purpose and conducted between the first day of January ad the 31st day of March annually, and the community service charge so levied shall be paid to the above mentioned Community Service Corporation and used by it for the use and benefit of the lots above described, and the owners thereof, as well as the lots and owners in all sections of GREEN RIDGE NORTH in which the residential lots are assessed and the lot owners have paid or will pay an annual community service charge equivalent to the community service charge imposed hereby upon the lots hereinabove described, and which shall be subject to the jurisdiction of the Community Service corporation above mentioned, as provided herein, such uses ad benefits to include, by way of clarification, but not limitation, the maintenance of maintenance of streets, parks, parkways, esplanades and vacant lots: caring for and watering transplanted shrubbery and trees at entrances in esplanades and upon vacant lots: for providing, maintaining and operating recreational facilities, including, but not limited to, swimming facilities, caretakers, life guards, attendants and assistants: for the enforcement of these restrictions and for providing and doing all other things necessary and desirable, in the opinion of the Community Service Corporation, toward the maintenance and/or improvement of the subdivision and which is considered for the benefit of the owners and residents of the subdivision, the foregoing uses and purposed being permissive and not mandatory, and the decisions of the community Service Corporation being final as long as made in good faith, and in accordance with the laws and the bylaws governing the corporation, such annual community service charge to continue for such period as these restrictions are in effect.

3. To secure the payment of the community service charge established hereby and to be levied on the individual residential lots above described, GREEN RIDGE shall

convey such properties, or any part thereof, expressly subject to these restrictions, and when conveyance is so made same shall automatically be construed to retain a vendor's lien for the benefit of the above mentioned Community Service Corporation to secure the payment of the community service charge aforesaid, said lien to be enforceable through appropriate proceedings at law by said beneficiary: provided, however, that each such lien shall be specifically subordinate, secondary and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting mortgage lien, regardless of the form, order or standing thereof, said beneficiary shall give the holder of such lien or liens sixty (60) days' written notice of such proposed action: such notice shall be sent by prepaid U.S. Registered or Certified mail, Return Receipt Requested, and shall contain a statement of the delinquent community service charges upon which the proposed action is based. Upon the request of any such mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such mortgage lien, to the holder thereof.

PART III

1. These covenants are to run with the land, and shall be binding on the parties hereto and their successors and assigns and all persons claiming under them and all subsequent property owners of said above described lands, and any part of the same, **Originally SECTIONS listed separately**

SECTION ONE (1) until January 1, 2007,
SECTIONS TWO (2) until January 1, 2007,
SECTION THREE (3) until January 1, 2008,
SECTION FOUR (4) until January 1, 2008,
SECTION FIVE (5) until January 1, 2009,
SECTION SIX (6) until January 1, 2009,
SECTION SEVEN (7) until January 1, 2009,
SECTION EIGHT (8) until January 1, 2010,
SECTION NINE (9) until January 1, 2010,

Extending now for all sections together for a period of fifty years, until January 1, 2147. 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 (or building sites in the event some of said lots have been consolidated or subdivided as permitted above) has been recorded, agreeing to change said covenants in whole or in part, or to revoke them: provided, that no person, firm or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches caused by him, it or them and occurring or committed during his, its or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, any contain the above restrictive covenants shall be valid and binding upon the respective grantees in any such deeds.

2. Enforcement of these restrictions shall be by proceedings at law or in equity against any person, firm, or corporation violating or attempting to violate any of these covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or may be by GREEN RIDGE, or its successors or assigns, or may be in any other manner authorized by law.

3. Invalidation of one or more of these covenants, by judgment or court order or otherwise, shall in no way affect any other covenant, restriction, or conditions shall continue and remain in full force and effect.

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

SECTION ONE (1)

- Lots one (1) through twenty-three (23) in block one (1);
- Lots one (1) through thirty-six (36) in block two (2);
- Lots one (1) through fifteen (15) in block three (3);
- Lots one (1) through twenty-five (25) in block four (4);
- Lots one (1) through four (4) in block five (5);
- Lots one (1) through nine (9) in block six (6);
- Lots one (1) through nine (9) in block seven (7);
- Lots one (1) through five (5) in block eight (8);

SECTION TWO (2)

- Lots ten (10) through eighteen (18) in block seven (7);
- Lots twenty-two (22) through thirty-four (34) in block seven (7);
- Lots eighty (80) through eighty-three (83) in block eight (8);
- Lots four (4) through sixteen (16) in block nine (9);

SECTION THREE (3)

- Lots nineteen (19) through twenty-one (21) in block seven (7);
- Lots fifteen (15) through seventy-nine (79) in block eight (8);
- Lots one (1) through three (3) in block nine (9);
- Lots one (1) through twenty-seven (27) in block ten (10);

SECTION FOUR (4)

- Lots five (5) through eight (8) in block five (5);
- Lots ten (10) through twenty-seven (27) in block six (6);
- Lots six (6) through fourteen (14) in block eight (8);
- Lots one (1) through twenty-six (26) in block eleven (11);

SECTION FIVE (5)

- Lots one (1) through five (5) in block twelve (12);
- Lots one (1) through thirty-eight (38) in block thirteen (13);
- Lots one (1) through sixteen (16) in block fourteen (14);

SECTION SIX (6)

- Lots one (1) through thirty-nine (39) in block fifteen (15);

Lots one (1) through thirty-five (35) in block sixteen (16);

513-56-1111

SECTION SEVEN (7)

Lots thirty-nine (39) through forty-three (43) in block thirteen (13);
Lots seventeen (17) through twenty-three (23) in block fourteen (14);
Lots one (1) through thirty-nine (39) in block eighteen (18);
Lots one (1) through one hundred six (106) in block seventeen (17);

SECTION EIGHT (8)

Lots one (1) through eighty-seven (87) in block twenty (20);
Lots one (1) through sixteen (16) in block twenty-one (21);
Lots one (1) through thirty (30) in block twenty-two (22);
Lots one (1) through thirty (30) in block twenty-three (23);
Lots one (1) through twelve (12) in block twenty-four (24);
Lots one (1) through twenty (20) in block twenty-five (25);
Lots one (1) through twenty-eight (28) in block twenty-six (26);
Lots one (1) through sixteen (16) in block twenty-seven (27);
Lots one (1) through ten (10) in block twenty-eight (28);
Lots one (1) through twenty-four (24) in block twenty-nine (29);
Lots one (1) through five (5) in block thirty (30).

SECTION NINE

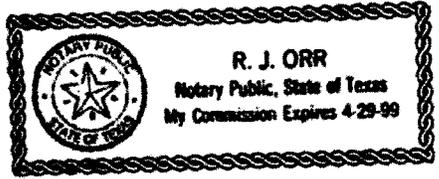
Lots thirteen (13) through forty-four (44) in block twenty-four (24);
Lots twenty-one (21) through thirty-five (35) in block twenty-five (25);
Lots eleven (11) through sixteen (16) in block twenty-eight (28);
Lots one (1) through twenty-two (22) in block thirty-one (31);
Lots one (1) through thirty-eight (38) in block thirty-two (32);
Lots one (1) through thirty-nine (39) in block thirty-three (33);
Lots one (1) through fifty-nine (59) in block thirty-four (34);
Lots one (1) through fifty-one (51) in block thirty-five (35);
Lots one (1) through thirty (30) in block thirty-six (36);
Lots one (1) through thirteen (13) in block thirty-seven (37).

SIGNED AND SWORN TO by me, Mary Eisterhold, Secretary of the Green Ridge Community Service Corporation, on this the 23rd day of June, 1997.

Mary Eisterhold
Mary Eisterhold,
Secretary

SIGNED AND ACKNOWLEDGED before me this 23rd day of June, 1997, by Mary Eisterhold, Secretary of Green Ridge Community Service Corporation.

R. J. Orr
R. J. Orr, Notary Public



PROVISION WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 herein by me; and as
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas.

JUN 23 1997



Bevelly P. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Bevelly P. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS
97 JUN 23 PM 12:14
FILED