

R180682

STATE OF TEXAS §
COUNTY OF HARRIS §

12/08/94 00003369 R180682 \$ 97.75

PETITION TO ESTABLISH RESTRICTIVE COVENANTS

This petition is circulated, signed and acknowledged pursuant to Title 11, Chapter 201 of the Texas Property Code for the purpose of establishing real property restrictions.

1. The name of the addition is Greenbriar;
2. The map or plat of the addition is recorded in Volume 998, Page 411 of the Deed Records of Harris County, Texas;
3. A complete text of the proposed restrictions is attached as Annex "A" and incorporated herein for all purposes;
4. Owners who do not sign this Petition must file suit under Section 201.010 of the Property Code before the 181st day after the date of which the certificate of compliance is filed by the Greenbriar Addition Restrictive Covenant Petition Committee, in order to challenge the procedure creating the restrictions;
5. Owners who do not sign the petitions may delete their property from the operation of the restrictions created hereby by filing a statement described in the fourth listed category in Section 201.009(b) of the Texas Property Code before one year after the date on which the owner receives actual notice of the filing of this petition;
6. Each owner signing below certifies that they own record title to property within the Greenbriar Addition and the description of the property they own is set forth accurately beside their signature. If there is more than one record owner of a tract, each record owner must sign the petition. Check the appropriate space to include or exclude your property from the coverage of the restrictions:

97.75 ✓

[Handwritten mark]

FILED
CLERK OF DISTRICT COURT
HARRIS COUNTY TEXAS
DEC 12 1994

Return to:

I. Clay Rogers
Fulbright & Jaworski
1301 McKinney Suite 5100
Houston TX 77010-3095

**USE RESTRICTIONS
OF GREENBRIAR ADDITION**

Type of Buildings Permitted

1.01. All lots in the Greenbriar Addition reflected on the Plat attached hereto shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two habitable stories in height and a private garage for not more than two automobiles which may contain a garage apartment not to be utilized for rental purposes, provided, however, that notwithstanding the foregoing, that the scope of these provisions shall not be deemed to affect any structure or use preexisting the effective date of these restrictions.

Setbacks

1.02. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than twenty feet. No side yards at the front building setback line shall be less than three feet, except that a two foot side yard shall be permissible for a garage or other permitted accessory building located 25 feet or more from the front property line. For the purpose of this covenant, eaves, steps, and other porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot; and provided further, however, that notwithstanding the foregoing, these setback provisions shall not apply to any structure preexisting the effective date of these restrictions.

Prohibited Residential Uses

1.03. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

GENERAL PROVISIONS

Enforcement

2.00. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions herein imposed. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

2.01. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

2.02. The covenants, conditions, and restrictions shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the owner of any lot and their respective legal representative, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date of filing of the Certificate of Compliance relating to the Petition establishing these restrictions, is recorded, after which time said covenants, conditions, and restrictions may be extended by filing of record documents indicating approval of such extension by at least 75% of the current owners extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the lot owners and thereafter by an instrument signed by not less than 75% of the lot owners. No amendment shall be effective until recorded in the Deed Records of Harris County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

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

DEC 8 1994



Beulah B. Taylor
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDS MEMORANDUM
ALL AMENDMENTS, ADDITIONS AND CHANGES
WILL BE MADE AT THE TIME THE INSTRUMENT
IS RECORDED.