

STATE OF TEXAS                   §  
                                         §  
COUNTY OF HARRIS           §

**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, as amended and/or supplemented by the following: Northampton Place Section One, a replat of Lot 1, Block 1, of Greenbriar, recorded on November 28, 1995, under Film Code 373023, Volume 373, Page 23 of the Harris County Map Records, and/or Harris County Clerk's File No. R683006, and Greenbriar Partial Replat No 1, a replat of Lots Seventeen (17), Eighteen (18) and the east 14.3 feet of Lot Nineteen (19), Block Four (4), of Greenbriar, recorded on March 7, 2016, under Film Code 677363, Volume 677, page 363, and/or Harris County Map Records, Harris County Clerk's File No. RP-2016-93826;
3. A complete text of the proposed restrictions is attached as Exhibit "1" 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 on 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 Greenbriar 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:

**Exhibit 1**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR GREENBRIAR**

WHEREAS, the plat for Greenbriar Addition was recorded under Volume 998, Page 411 of the Harris County Map Records (the "Original Plat");

WHEREAS, the plat for Northampton Place Section One, a replat of Lot 1, Block 1 of Greenbriar was recorded under Film Code 373023, Volume 373, Page 23 of the Harris County Map Records, and Harris County Clerk's File No. R683006 ("Northampton");

WHEREAS, the Greenbriar Partial Replat No. 1 was recorded under Film Code 677363, Volume 677, page 363, and Harris County Map Records, Harris County Clerk's File No. RP-2016-93826 ("Partial Replat"); and

WHEREAS, the owners of the property described in the Original Plat, as amended and/or supplemented, desire to place covenants, conditions and restrictions on the property described herein below;

NOW, THEREFORE, the following reservations, covenants, conditions and restrictions are hereby imposed upon the real property described herein below, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property, and for the welfare and benefit of the Owners of Lots in the property, and which reservations, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and inure to the benefit of each Owner thereof for the welfare and protection of property values.

**Definitions**

As used herein, the following capitalized terms shall have the following meanings:

**"Commercial Lots"** shall mean and refer to Lot 12, Block 2; Lot 11, Block 4; Lots 12 through 16, Block 4; Lot 19, Block 4, excluding the east 14.3 feet of same; and Lots 20 through 22, Block 4, of the Original Plat. Any Lot constituting a Commercial Lot that is later used or intended to be used for any residential purpose shall become a Residential Lot, as that term is defined herein, for all purposes herein, at the time the commercial use ceases and prior to any residential improvements being constructed thereon.

**"Lot"** shall mean and refer to any lot in the Property that is described and depicted on the Original Plat or any proper re-plat filed in the appropriate records of Harris County, Texas.

**"Lot 1, Block 3 Restrictions"** shall mean and refer to the contents of the Declaration of Covenants, Conditions and Restrictions, recorded August 31, 1994, under Harris County Clerk's File

No. R035325.

**"Lot 22, Block 2 Declaration"** shall mean and refer to the contents of the Party Wall Declaration, recorded February 21, 1991, under Harris County Clerk's File No. N024171.

**"North Blvd. Lots"** shall mean and refer to Lots One (1) to Eleven (11), inclusive, in Block Two (2), and Lots One (1) to Eleven (11), inclusive, in Block One (1) of the Original Plat, as amended and/or supplemented.

**"North Blvd. Restrictions"** shall mean and refer to the contents of the document recorded on or about November 15, 1939, under Volume 1145, Page 258 of the Official Public Records of Real Property of Harris County, Texas, applicable to the North Blvd. Lots.

**"Property"** shall mean and refer to all lots described and depicted on the Original Plat, as said lots have been revised or amended pursuant to any re-plat or other proper instrument recorded in the appropriate records of Harris County, Texas, and excluding any lot or other property described in Section 201.009 of the Texas Property Code.

**"Residential Lots"** shall mean and refer to all Lots in the Property which are not Commercial Lots, and any Lots which shall cease to be Commercial Lots in the future, as provided herein above. This term shall not include Lot 1, Block 1 (Northampton) unless such property ceases to function as a private street and entry way and becomes used or intended for use for residential purposes.

### **Covenants, Conditions and Restrictions**

#### Resolution of Conflicts

- 1.01 The following shall apply to the applicability of this document and any conflicts contained herein with any covenants, conditions and/or restrictions previously filed of record and still in effect at the time of any purported conflict:
- a. Any provisions contained herein applicable to the North Blvd. Lots shall be subordinate to the North Blvd. Restrictions, and any conflict between this document and the North Blvd. Restrictions shall be resolved in favor of the North Blvd. Restrictions, with the exception that all Residential Lots may only be used for single family residential purposes;
  - b. Any provisions contained herein applicable to Lot 1, Block 3 shall be subordinate to the Lot 1, Block 3 Restrictions, and any conflict between this document and the Lot 1, Block 3 Restrictions shall be resolved in favor of the Lot 1, Block 3 Restrictions, with the exception that all Residential Lots may only be used for single family residential purposes.

- c. Any provisions contained herein applicable to Lot 22, Block 2 shall be subordinate to the Lot 22, Block 2 Declaration, and any conflict between this document and the Lot 22, Block 2 Declaration shall be resolved in favor of the Lot 22, Block 2 Declaration, with the exception that all Residential Lots may only be used for single family residential purposes.

#### Type of Buildings Permitted

- 1.02 All Residential Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Residential 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

- 1.03 No building shall be located on any Residential Lot nearer to the front lot line or nearer to the side street line than twenty (20) feet. No side yards at the front building setback line shall be less than three (3) feet, except that a two (2) foot side yard shall be permissible for a garage or other permitted accessory building located twenty-five (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

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

#### General Provisions

##### *Enforcement*

- 2.00 Any owner of a Lot 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   These covenants, conditions, and restrictions shall run with and bind the Property, 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 the Certificate of Compliance relating to the Petition establishing these restrictions is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" includes additions, deletions or modifications in whole or in part) is approved by owners representing a majority of the total Lots in the Property. No change shall be effective until recorded in the Official Public Records of Real Property of Harris County, Texas.

RP-2018-530021

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# Pages 60  
11/26/2018 12:36 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$248.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS