

131

STATE OF TEXAS X  
COUNTY OF MONTGOMERY X

NOTICE OF FORMATION OF  
PROPERTY CODE SECTION 201.005 PETITION COMMITTEE  
FOR THE BRUSHY OAKS SUBDIVISION  
A SUBDIVISION OUT OF THE SOLOMON BROWN SURVEY, A-5  
MONTGOMERY COUNTY, TEXAS

TO ALL PROPERTY OWNERS AND INTERESTED PERSONS:

A petition committee has been formed for the extension of the term of, creation of, addition to, or modification of one or more restrictions of the above-listed subdivision.

(1) The name and residential address of each member of the committee is as follows:

- Pet* ✓ Member #1 *Johnny Alexander* JOHNNY ALEXANDER  
 Street Address *16226 Big Oak Circle*  
 City, State Zip *Magnolia, Texas 77355*
- Member #2 *Michael J. La Rose* MICHAEL J. LA ROSE  
 Street Address *16202 CECILIA CIRCLE*  
 City, State Zip *MAGNOLIA, TX 77355*
- Member #3 *Carol Caldwell* CAROL CALDWELL  
 Street Address *16318 BIG OAK CIRCLE*  
 City, State Zip *Magnolia TX 77355*

(2) This petition applies to "Restrictions for Brushy Oaks Subdivision," ("Restrictions") filed at File Code #168-00-1064 in the real property records of Montgomery County, Texas.

(3) General Statement of Matters to be included in the petition: This petition will amend the Restrictions to delete language pertaining to the creation and operation of the Brushy Oaks Property Owner's Association in its entirety.

(4) A copy of the proposed instrument creating the amendment or modification, containing the original restriction that is affected and indicating by appropriate deletion and insertion the change to the restriction that is proposed to be amended or modified is attached to this Notice as Exhibit A.

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on August 28, 2007, by Member #1.



Barbara Lynn Nickelson  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on August 28, 2007, by Member #2.

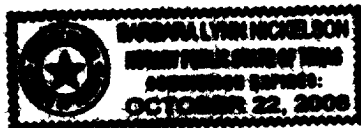


Barbara Lynn Nickelson  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on August 28, 2007, by Member #3.



Barbara Lynn Nickelson  
Notary Public, State of Texas

STATE OF TEXAS                   X  
   X  
 COUNTY OF MONTGOMERY       X

**PETITION TO AMEND THE RESTRICTIONS  
 FOR THE BRUSHY OAKS SUBDIVISION  
 A SUBDIVISION OUT OF THE SOLOMON BROWN SURVEY, A-5  
 MONTGOMERY COUNTY, TEXAS  
 FILE CODE #168-00-1064**

To All Property Owners:

This is a petition to amend your deed restrictions, calling for the deletion of language relating to the Brushy Oaks Property Owner's Association, which will eliminate this organization in its entirety as a viable legal entity in your subdivision.

The required voting totals for the passage of this petition are as follows under Texas Property Code § 201.006. A petition may be circulated, signed, acknowledged, and filed by or on behalf of owners at any time during the circulating committee's existence. The petition must be signed and acknowledged by owners who own, in the aggregate:

(1) A majority of the total number of lots in the subdivision, in order to extend, renew, or create restrictions;

(2) A majority of the total number of separately owned parcels, tracts, or building sites in the subdivision, whether or not the parcels, tracts, or building sites contain part or all of one or more platted lots or combinations of lots, in order to extend, renew, or create restrictions;

(3) A majority of the square footage within all of the lots in the subdivision, excluding any area dedicated or used exclusively for roadways or public purposes or by utilities, in order to extend, renew, or create restrictions;

(4) At least 75 percent of the total number of lots in the subdivision, in order to modify or add to existing restrictions;

(5) At least 75 percent of the total number of separately owned parcels, tracts, or building sites in the subdivision, whether or not the parcels, tracts, or building sites contain part or all of one or more platted lots or combination of lots, in order to modify or add to existing restrictions; or

(6) At least 75 percent of the square footage within all of the lots in the subdivision, excluding any area dedicated or used exclusively for roadways or public purposes or by utilities, in order to modify or add to existing restrictions.

This petition is effective if signed and acknowledged by the required number of owners of any one of the classifications of property specified above

and is filed according to law. After an owner signs a petition, the fact that the owner subsequently conveys the land in the subdivision does not affect the previous signing of the petition.

**Owners who do not sign the petition must file suit under Section 201.010 of the Texas Property Code before the 181st day after the date on which the certificate called for by Section 201.008(e) of the Texas Property Code is filed in order to challenge the procedures followed in extending, creating, adding to, or modifying a restriction; and, owners who do not sign the petition may delete their property from the operation of the extended, created, added to, or modified restriction 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 the petition authorized by this chapter.**

A verbatim statement of any provisions of the restriction being amended or modified is as follows:

At page 168-00-1064:

~~"GRANTOR has caused to be formed "BRUSHY OAKS PROPERTY OWNERS ASSOCIATION", a Texas non-profit corporation (hereinafter called "THE ASSOCIATION").~~

~~The ASSOCIATION shall have the rights, powers and duties provided for herein and in its Articles of Incorporation and By-laws and shall be governed by its Articles of Incorporation and By-laws. The GRANTOR shall name the Directors of the Association until June 1, 1998, or at the GRANTOR'S option, issue memberships in the Association, before this date, to the owners of such lots, within the subdivision, as such owners are shown on its records. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and By-laws. Each lot owner shall be entitled to one vote for each lot owned by him.~~

~~Each residential lot, but not the "reserves" unless the "reserves" are being used for residential purposes, shall be subject to an annual maintenance charge, hereinafter called "MAINTENANCE CHARGE" of \$150.00 per year. The Maintenance Charge for each lot may be increased or decreased, annually, as determined by the Association, provided that such Maintenance Charge will be uniform as to all lot owners. The Maintenance Charge shall be secured, collected, and expended as follows:~~

~~A. The Maintenance Charge for each lot shall be due and payable yearly in advance, following the sale of such lot by the GRANTOR.~~

~~Maintenance charges not paid when due shall bear interest at the rate of 10% per annum or such greater rate as may be provided by the laws of the State of Texas. No maintenance charge shall begin to accrue on any lot until the sale thereof by Grantor.~~

~~B. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the Subdivision and the owners of the residential lots therein. The Association shall, by way of illustration and not by way of limitations, or obligation, expend the maintenance fund for improving and maintenance of common areas, "reserves", vacant lots, easements, street lighting; enforcement of these Restrictions by action at law or equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the subdivision and the residential lots therein. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misconduct. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.~~

At Page 168-00-1065:

~~PROPERTY OWNERS ASSOCIATION — (continued)~~

~~G. To secure the payment of the Maintenance Charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of Grantor and assigned to the Association without recourse in any manner on Grantor for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien shall be superior to all other liens except tax liens and purchase money liens and valid home improvement liens secured by recorded deed of trust. All Maintenance Charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity; provided, however, that such lien be enforceable only by the Association, its successors or assigns; provided further, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such Maintenance Charge lien.~~

~~The Association shall, as a condition precedent to the foreclosure of any liens securing the payment of the Maintenance charge, first notify the~~

~~record owner of notes secured by liens covering residential lots in the Subdivision (excluding "second lien notes" and other indebtedness secondary and inferior to the "first mortgage"), by registered or certified mail, return receipt requested, sent to such record owner at the last address, if any, of such record of owner given to the Association, of default in the payment of Maintenance Charges. No action shall be taken by way of filing suit or foreclosure of the Maintenance Charge lien by sale with respect to any residential lot until after sixty (60) days have expired after the nailing of such notice.~~

~~D. The provisions of this Section shall remain in effect so long as these Restrictions, or any extensions and/or amendments hereof, are in force.~~

At Page 168-00-1066:

~~PROPERTY OWNERS ASSOCIATION (continued)~~

3. A Manufactured Home may be used as a residence, provided that it shall be at least doublewide with a minimum of 1300 square feet of living area. No manufactured home older than two (2) years shall be placed on any residential lot, without the written consent of Grantor or an elected committee. It is agreed and understood that before a Manufactured Home is moved onto this property, it must be approved by ~~the developer, its successors or assigns,~~ or a committee elected by the majority of the property owners, and said Home must be free of tongue, tires, axles and skirted immediately upon move on. The home must also be tied down and have a foundation of concrete blocks, concrete runners or a concrete slab. No residence other than Manufactured Homes or new construction homes shall be erected or placed upon said property which does not contain at least thirteen hundred (1300) square feet of living area, exclusive of open porches and garages. No building shall be erected or placed on said property that has not been approved in writing by the Grantor or an elected committee. No building material of any kind shall be placed on any property until the owner is ready to commence construction of improvements, and then such materials shall be stored within the property lines of such owner and not in any street right-of-way. No stumps, trees, underbrush, scrap materials, or refuse may be placed upon any adjoining site, or street right-of-way, but must be promptly removed by the owner. Failure of any owner to comply with this covenant within ten (10) days of written notice from the Committee shall entitle the Committee to have the materials removed at the cost of the owner, such cost to constitute an express contract lien upon the

property of the owner and may be enforced in accordance with the laws regulating enforcement of liens in the State of Texas.

4. No basement, tent, shack, garage, barn or outbuilding on any tract shall at any time be used as residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a building plot in the addition ~~without the written consent of the developer or its designated representative~~, nor shall any such building at any time be located in front of the main residence.

At Page 168-00-1067:

**RESTRICTIONS- (CONTINUED)**

8. No hunting or discharging of firearms ~~or fireworks~~ shall be permitted.

17. All driveways constructed into the tract must be uniform and must be in conformance with the building committee ~~appointed by the Homeowner's Association~~ and the culvert shall be a minimum of 18" in diameter and 16' in length and shall be set to grade required by the Montgomery County specifications. All driveway material must be of either asphalt or concrete.

THE STATE OF TEXAS X  
X  
THE COUNTY OF MONTGOMERY X

First Amended Restrictions for Brushy Oaks Subdivision  
A Subdivision Out Of The Solomon Brown Survey, A-5  
Montgomery County, Texas

WHEREAS, BRUSHY OAKS VENTURE, hereinafter called "Grantor") is the owner of a certain tract or parcel of land containing 124.0404 acres of land in the Solomon Brown Survey, A-5, in Montgomery County, Texas and being further described as follows, to-wit:

BEING the Ella Kleb, et al. 124.0404 acre tract of land in the Solomon Brown Survey, Abstract 5, Montgomery County, Texas; said 124.0404 acres being more particularly described as follows:

BEGINNING at an iron rod located East 1864.31 feet and 30 feet South of the Southwest corner of the G. H. Bringhurst Survey, A-86 and being 30 feet South of the North line of said Brown Survey, said iron rod also marking the Northeast corner of the Tract 1, Tomball Land & Investment Company Subdivision, and being in the South line of a 60-foot road,

THENCE N 89 deg 45 min 30 sec E, 1477.48 feet, S 72 deg 56 min 04 sec E 104.11 feet and N 89 deg 45min 30sec E, 66 feet along the South line of said 60-foot road to an iron rod for corner, and being in the West line of the Howard H. Klein, et al. 82.53 acre tract;

THENCE S 01deg 17 min 56sec W along a well marked line 4141.51 feet to point in the center line of Spring Creek;

THENCE along the center line meanders of said Spring Creek as follows: S 88min 11min 24sec W, 120.75 feet, N 52deg 42min 04sec W, 183.94 feet, S 56deg 26min 06sec W, 129.95 feet, N 53deg 57min 09sec W, 116.72 feet, and S 79deg 24min 06sec W, 250.48 feet to point for corner,

THENCE N 00deg 23min 41sec W and at 25 feet passing a concrete monument and continuing on a total distance of 1364.58 feet to concrete monument marking the Northeast corner of the G. W. Brautigam 30 acre tract,

THENCE S 89deg 52min 26sec W, 808.89 feet to concrete monument marking the Northwest corner of said 30 acre tract and being in the East line of said Subdivision)

THENCE along the East line of said subdivision as follows; N 00deg 11min 44 sec W, 153.70 feet, N 00deg 11min 54sec W, 249.87 feet; N 00deg 04min 44sec W, 398.26 feet, N 00deg 11min 06sec W, 396.98 feet, N 00deg 46min 24sec W, 395.51 feet, N 00deg 26min 54sec W, 394.22 feet, H 00deg 17min 09sec W, 392.94 feet, and N 00deg 29min 24sec W, 361.61 feet to PLACE OF BEGINNING and containing 124.0404 acres of land.

WHEREAS, said tract has been subdivided into a recorded subdivision known as BRUSHY OAKS SUBDIVISION, does hereby create the following set of restrictions in order to insure to all purchasers in said subdivision that the properties thereof will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and accordingly, the following conditions, restrictions and covenants are hereby established to be covenants running with the



land, binding upon all tracts and future purchasers, or owners, their heirs and assigns, and all parties or persons in BRUSHY OAKS SUBDIVISION. Each purchaser or future owner, or party holding possession under person, agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants as herein set forth.

**NOW, KNOW ALL MEN BY THESE PRESENTS**, that GRANTOR, in consideration of the premises set forth above, does herewith place the following restrictions upon said BRUSHY OAKS SUBDIVISION and each and every part and parcel thereof, to-wit:

The conditions, restrictions and covenants shall be binding upon the land and the purchasers thereof until June 1, 2016, and may be extended for additional ten (10) year periods thereafter, provided that a majority of the owners of tracts in said subdivision agree in writing properly filed in the office of the County Clerk of Montgomery County, Texas, that the said restrictions shall be continued for such period, and provided that such written agreements shall be made and filed with the last two (2) years of the period during which the restrictions are enforceable. In any instrument of extension, the majority shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.

It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through or under same, shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions and easements. It is further provided that the invalidation of any one or more of these easements, covenants or restrictions, or any part thereof, by a judgment of a Court or any court order or any other fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

#### RESTRICTIONS

1. It is expressly understood that all lots, tracts, and lands in all of said subdivision shall be known and described as residential lots and property and shall not, during the effective dates and periods of this instrument, be used or permitted to be used for any other purpose. No part or parcel of said tract shall be used except for residential purposes; only one single family residence may be constructed or used upon any single building site (as the term "building site" is hereinafter defined), and no one shall be permitted to reside in such residence except the members of a single family, guests, and their domestic servants employed exclusively upon such premises. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding or rooming houses, hotels, or any other multi-family residential use, and shall exclude any and all commercial or professional uses whether from homes, residences or otherwise, and any commercial or business use of any kind is hereby expressly prohibited, and the renting of even one (1) room is expressly prohibited. The use of any separate living accommodations upon any building site, separate from the main dwelling house situated thereon, is expressly prohibited except by domestic servants employed exclusively upon said premises and guests. No building or structure shall be erected, altered, placed or permitted to remain upon any building site other than the single family dwelling, together with a private garage or carport, servants type quarters, a guest house, a tool shed or work shop, and a barn or building for the housing of animals as permitted below. "Guests" as that term is used in this paragraph shall include any persons not members of the family (which shall include only children, parents, grandparents, brothers and sisters) occupying the main dwelling house, who shall occupy any part of the premises for not more than thirty days continuously. There shall be no restriction or limitation upon occupancy of any part of the premises by children, parents, grandparents, brothers and sisters of the family occupying the main dwelling house. No house may be built on less than 1.0 acre of land.

2. No building shall be located on any lot nearer to the front lot line or nearer to said street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifty

(50) feet to the front lot line or nearer than ten (10) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No building shall be located nearer than thirty (30) feet to the rear lot line. For the purposes of the covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that such shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No more than one (1) single family residence per tract will be permitted.

3. A Manufactured Home may be used as a residence, provided that it shall be at least doublewide with a minimum of 1300 square feet of living area. No manufactured home older than two (2) years shall be placed on any residential lot, without the written consent of Grantor or an elected committee. It is agreed and understood that before a Manufactured Home is moved onto this property, it must be approved by a committee elected by the majority of the property owners, and said Home must be free of tongue, tires, axles and skirting immediately upon move on. The home must also be tied down and have a foundation of concrete blocks, concrete runners or a concrete slab. No residence other than Manufactured Homes or new construction homes, shall be erected or placed upon said property which does not contain at least thirteen hundred (1300) square feet of living area, exclusive of open porches and garages. No building shall be erected or placed on said property that has not been approved in writing by the Grantor or an elected committee. No building material of any kind shall be placed on any property until the owner is ready to commence construction of improvements, and then such materials shall be stored within the property lines of such owner and not in any street right-of-way. No stumps, trees, underbrush, scrap materials, or refuse may be placed upon any adjoining site, or street right-of-way, but must be promptly removed by the owner. Failure of any owner to comply with this covenant within ten (10) days of written notice from the Committee shall entitle the Committee to have the materials removed at the cost of the owner, such cost to constitute an express contract lien upon the property of the owner and may be enforced in accordance with the laws regulating enforcement of liens in the State of Texas.

4. No basement, tent, shack, garage, barn or outbuilding on any tract shall at any time be used as residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a building plot in the addition, nor shall any such building at any time be located in front of the main residence.

5. Any fence that faces a street must be of wood or steel construction. Barbed-wire fencing, facing a street will not be allowed. Any and all fencing shall be behind the front building set back line.

6. Lot purchasers, and owners, shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformation development. The construction of the Main dwelling house upon any building site shall not be permitted to remain uncompleted or unfinished longer than one year. Such construction shall be deemed to be unfinished or uncompleted if all of the work called for by the plans and specifications approved by the Architectural and Development Committee has not been completed within one year from the date of commencement. In the event the owner of a building site fails to comply with this covenant, there shall be assessed and imposed upon such owner a penalty of \$50.00 per day for each day such dwelling house continues uncompleted beyond the one year limitation. Such figure of \$50.00 per day is agreed to be the reasonable damages, and such damages shall be payable to the Architectural and Development Committee to be used as a part of the maintenance fund, and an express contract lien is hereby imposed upon such building site to secure the payment of the total amount of such damages.

7. No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the local, State or Federal governments. No animals shall be raised or maintained on the property in such manner, or with such lack of care, as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons of ordinary reasonable

sensitivity. Likewise, and in addition thereto, no animals shall be raised or maintained for commercial purposes. No swine or any type of exotic animal will be allowed. No animals shall be raised for commercial use. No more than two (2) head of livestock or horses, per acre, will be permitted. FFA & 4-H Projects must be approved by developer, its successor or assigns, or a committee elected by the majority of the property owners.

8. No hunting or discharging of firearms shall be permitted on properties less than ten acres in accordance with Montgomery County chapter 235 regulations.

9. It is specifically agreed that tract or lot owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than is necessary for residential and associated improvements upon the property and as may necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of said property. Any timber removal must be approved by the Grantor or elected committee.

10. Whenever a residence, or dwelling of any nature, is established on any tract it shall provide an inside toilet and shall be connected to a septic system approved by the Montgomery County Health Department. No cesspool shall ever be dug, used, or maintained on any parcel of land in this subdivision. Drainage of sewage into the roads, streets, alleys, ditches, ravines or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision.

11. No outside toilets shall be maintained on any premises and all plumbing shall be connected to a septic system in accordance with the County and State Health Specifications.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No used building material shall be stored in view. No leaves, brush, timber, debris or trash of any nature shall be placed, disposed of or burned within the road right-of-ways.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than one (1) foot square, one sign of not more than five (5) feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. All properties are restricted against industry, pipeline yards, Junkyards, including automobile junk parts places, or any business that give off odor, fumes, dust, smoke, noise or vibrations. No business building shall be erected, placed or altered on the said property covered by this instrument.

15. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected or permitted upon any lot. Equipment necessary to drill a water well will be permitted.

16. No in-operative motor vehicles will be stored or parked on the premises. All vehicles shall have a current license tag and a current state inspection sticker.

17. All driveways constructed into the tract must be uniform and must be in conformance with the building committee and the culvert shall be a minimum of 18" in diameter and 16' in length and shall be set to grade required by the Montgomery County specifications. All driveway material must be of either asphalt or concrete material.

18. On the southern portion of Lots 25, 26, & 27, Block 3 or that part of said Lots being located within 300 feet of Spring Creek being approximately 10 acres, no live trees shall be cut, uprooted or removed, except as to reasonably maintain the area in its present natural state. The use of this property by the owners and heirs and assigns of Lots 25, 26 & 27, Block 3 shall be confined to activities which would not substantially alter or destroy its present natural state. However, the raising and/or pasturing livestock as permitted in this subdivision shall be allowed on this property and the installation of utility systems shall be permitted as long as they are buried or otherwise camouflaged. No member of the public is authorized to trespass or use any portion of this property.

19. All tracts are sold subject to easement for public utilities as may be already existing or as may become reasonably necessary for Grantor to create in the future and all of which rights are reserved so as to permit good development of the subdivision and provide necessary utilities and landscaping. In addition to the easements designated, there is hereby designated and dedicated for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easement. All existing roads are hereby dedicated as public road easements to insure to the benefit of the property owners of this subdivision and insure permanent access to their land. All tracts herein sold are subject to prior recorded reservation of all oil, gas and other minerals, together with all restrictions herein set forth and as well as any other easements, mineral leases, reservations and restrictions of record.

20. It is understood that by acceptance or the execution of any contract, Deed of Trust, or purchase money note, the purchaser or grantee hereof, whether a corporation, partnership, firm or otherwise, agrees and covenants for himself, his heirs, and legal representatives, successors or assigns shall be binding upon him and all the parties stated during the effective period hereof. If any of said parties, their heirs, legal representatives, successors or assigns shall violate or attempt to violate any of the covenants contained it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against violators, either to prevent any violation or to recover damages for the breach thereof, or for both injunction and damages, or for any other relief obtainable for such violator attempted violation. These restrictions shall be construed as covenants running with the land and are enforceable by or on behalf of any, one or more, of the owners of land in the subdivision, their heirs or assigns.

**SIGNATURE TO PETITION TO AMEND THE RESTRICTIONS  
FOR THE BRUSHY OAKS SUBDIVISION  
A SUBDIVISION OUT OF THE SOLOMON BROWN SURVEY, A-5  
MONTGOMERY COUNTY, TEXAS  
FILE CODE #168-00-1064**

To be completed by each record owner to the property. Please mark one:

- INCLUDE my property in this petition.
- EXCLUDE my property from this petition.

Block#	Street Address:
Lot #	

I understand that this petition will amend the Restrictions to delete language pertaining to the creation and operation of the Brushy Oaks Property Owner's Association in its entirety. My signature below is my representation that I own record title to property within the subdivision, and the legal description and the street address of the property of each signing owner is true and correct. I understand that if there is more than one record owner of a tract, each record owner must sign the petition before the property can be counted as a part of this petition under Texas Property Code Section 201.006.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on \_\_\_\_\_, 2007,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

FILED FOR RECORD

07 AUG 28 AM 11: 22

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify 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 Real Property at  
Montgomery County, Texas.

AUG 28 2007



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.