

BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



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Braes Oaks 1

Attached is a copy of the restrictions you requested. Braeswood Place Homeowners Association, its agents and officers make no guarantee as to their accuracy and application. Therefore, you should consult your attorney to review the restrictions and their application to the property in question. Furthermore, there are City of Houston and other regulatory ordinances that do affect the use of your property. Consult with your attorney and/or the City of Houston/Harris County as to what additional rules and regulations govern the use and enjoyment of your property.

Braeswood Place Homeowners Association

Braes Oaks Sect 1

#663,135

RESTRICTIONS

RECORDED DEED RCDS VOL 1973 P 549

DATED: September 6, 1949

FILED: Sept. 14, 1949 at 11:30 A.M.

FROM : Hugh Wilkin, Trustee, et al

THE STATE OF TEXAS:
COUNTY OF HARRIS:

*Braes Oaks
Section 1*

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, We, Hugh Wilkin, Trustee, being the owner of the hereinafter described property, and Wilmer B. Hunt, Trustee, being the lien holder of the hereinafter described property are desirous of imposing certain restrictions and easements for the coordinated development of the hereinafter described property;

NOW THEREFORE, We, the undersigned do hereby establish and impose the following restrictions and easements, which shall be covenants running with the land, upon each and every parcel or tract of land described as;

Lots 8 through 14, Block 1; Lots 1 through 14, Block 2; Lots 1 through 14, Block 3; Lots 1 through 16, Block 4; Lots 1 through 8, Block 5; Lots 1 through 16, Block 6; Lots 1 through 15, Block 7; Lots 1 through 8, Block 8; Braes Oaks, Section One, an addition in Harris County, Texas, according to the plat thereof recorded in the office of the County Clerk of Harris County, Texas, on September 12, 1949 under Clerk's No. 662389 such lots comprising all of the property in Braes Oaks, Section One, save and except Lots 1 through 7, Block 1, which lots shall in no way be encumbered or burdened with the restrictions imposed hereby.

(1) The purpose of imposing the herein restrictions on the aforementioned property is to provide a uniform plan for the development of the above described property.

(2) These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(3) If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(4) All lots above set forth shall be known and described as single family unit residential lots and no part of said lots shall be used for any type of business or stores.

(5) Within thirty (30) days after the completion of a

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Cont'd pg # 2

house, the owner of the lot shall install a 4 foot concrete sidewalk adjacent and parallel to the street curb running the entire width of the property.

(6) No residence shall be built on a tract having less street frontage than the minimum frontage of lots in the same block facing the same street.

(7) Each property owner shall pay unto the City of West University Place the monthly sewer charge required by such City so long as such is required.

(8) The residence being erected on any lot shall not contain less than 1200 sq. ft. including closed porches and attached garages.

(9) No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall anyone owning property in this addition keep any livestock or fowl of any kind thereon.

VOID BY FEDERAL STATUTE

(11) No trailer, basement, tent, shack, garage, barn or other building erected in this tract shall be any time used as a residence temporarily or permanently, nor shall any residence be moved onto a building plot in the addition without the written consent of the planning committee hereinafter referred to.

(12) No building shall be located nearer to the front line or nearer to the side street line than the building set back lines as shown on the recorded plat. No building shall be located nearer than five (5') to any inside lot line except that the side line restriction shall not apply to a detached garage or other outbuilding located on the rear one-quarter of the lot. Detached garages shall be located at least three (3') feet from the side line. No main dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No fence or hedge shall be located nearer to the front line or nearer to the side street line than the building set back lines as shown on recorded plat.

(13) Easements affecting all lots in this tract are reserved as shown on the recorded plan for utility installation and maintenance and in addition to the easements designated on said plat 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 as designated on said plat.

(14) GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a 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 building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee

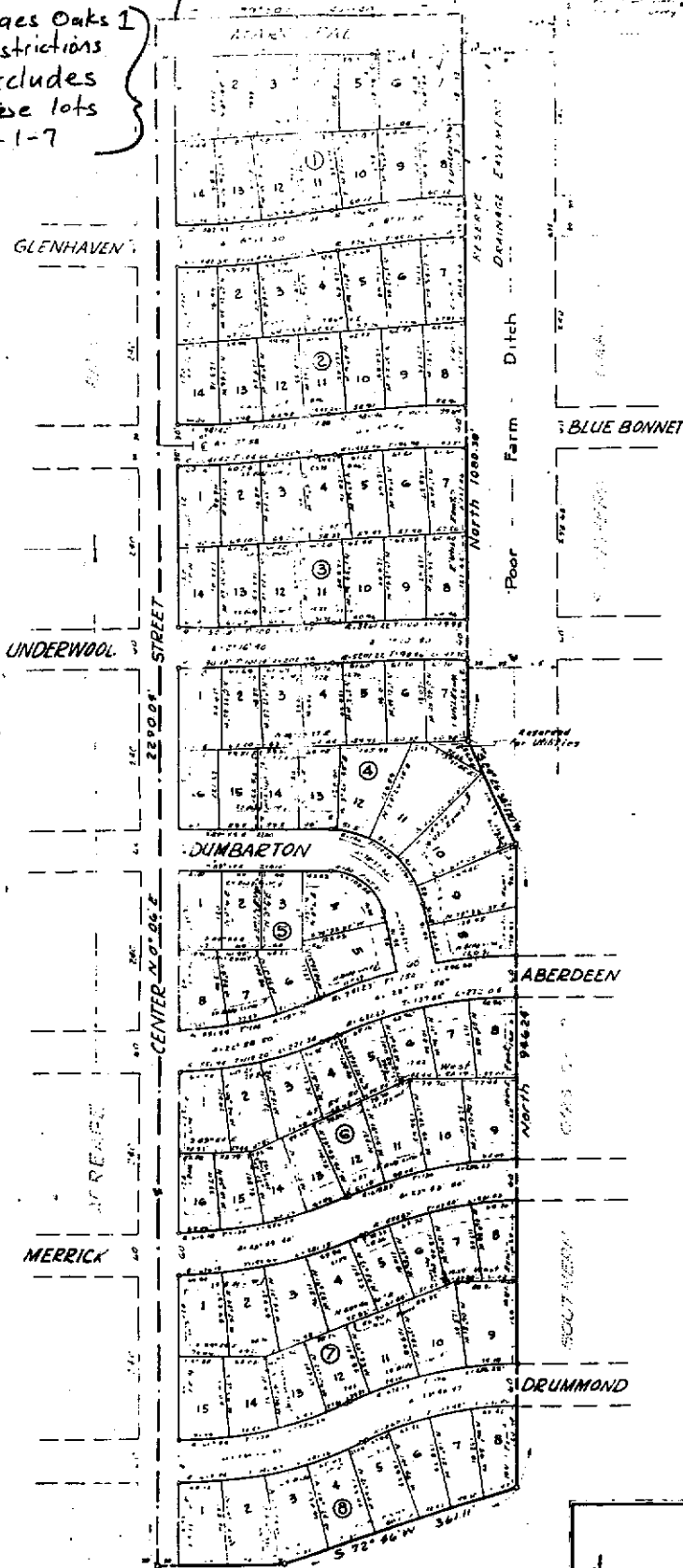
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composed of Hugh Wilkin, G. L. Christian, and Bert Coats, said plans to be approved in writing by the signature of one of the members of said committee.

In the event of death or resignation of any of the members of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative, with like authority.

In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in the event, no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither of the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 1954. Thereafter the approval described in this covenant shall not be required unless, prior to said date thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously executed by said committee.

Braes Oaks 1
Restrictions
Excludes
These lots
of 1-7



Further, All the property...
The drainage structures...
The drainage structures...
The drainage structures...
The drainage structures...

Witness our hands and seal...
A.D. 1949

STATE OF TEXAS
COUNTY OF HARRIS
Before me, the undersigned...
I declare that they are the...
I declare under my hand and seal...

This is to certify that...
the STATE OF TEXAS, have...
I declare under my hand and seal...

This is to certify that...
I declare under my hand and seal...

Witness my hand and seal...
P. B. Jones

STATE OF TEXAS
COUNTY OF HARRIS
I, the Clerk of said County...
do hereby certify that this...
has been duly recorded on...

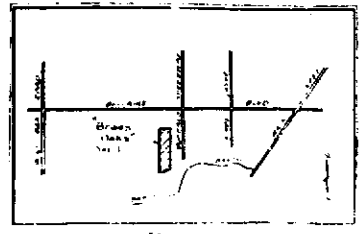


BR **OAKS**
IN ONE
BEING 10 ACRES
OF THE
HARRIS COUNTY,
SCALE 1/4" = 100'
BY ENGINEER



Sept 12, 1949
Recorded Nov. 30, 1949, 10:50 A.M.

W. P. Williams



662385

1/3" = 100'