

BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



4010 Blue Bonnet, Suite 115
P.O. Box 20486
Houston, Texas 77225-0486
Tel.: (713) 666-7248
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Braes Heights 4

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

Aynshire, Braes Heights, Braes Manor, Braes Oaks, Braes Terrace, Emerald Forest, Southern Oaks
A Deed Restricted Community

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RESERVATIONS, RESTRICTIONS AND COVENANTS ON
LOTS 1 to 20, INCLUSIVE, BLOCK 15 and
LOTS 1 to 20, INCLUSIVE, BLOCK 16, FOURTH
SECTION, BRAES HEIGHTS ADDITION, HARRIS
COUNTY, TEXAS

At a meeting of the Board of Directors of Braes Development Company, held in the office of the Corporation in Houston, Texas, on May 18th, 1948, all of the Directors being present, the following resolution was adopted by unanimous vote:

BE IT RESOLVED:

That the reservations, restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Lots 1 to 20, Inclusive, Block 15 and Lots 1 to 20, Inclusive, Block 16 of Braes Heights Addition to the City of Houston, Harris County, Texas, lying and being situated in the P. W. Rose Survey, Harris County, Texas, as shown on map on file in the office of Braes Development Company, and which map shall be hereafter recorded in the Harris County Map Records, and that said blocks, together with the streets, drives, lanes, walks and roads are hereby designated, and shall be known and described, as Section No. 4 of Braes Heights Addition to the City of Houston. Said map has been duly authenticated by the President and Secretary of Braes Development Company, with proper certificates showing dedication of the streets, drives, lanes, walks, and roads to the use of the present and future owners of the lots and to the public, subject to the reservations, restrictions and covenants herein contained, to the same extent as though copied at length in said dedication certificate and said map is subject to only such minor changes as, in the judgment of Braes Development Company, are necessitated by the efficient installation of improvements.

RESERVATIONS

That in so authenticating said map for record, and in so dedicating the streets, drives, lanes, walks, and roads to the use of the present and future owners of said property and to the public, there shall be and are hereby reserved in Braes Development Company, the following rights, title and easements, which reservations shall be referred to and make a part of and construed as being adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of Braes Development Company conveying said property or any part thereof:

(1) The legal and fee simple title in and to each and all of the several streets, drives, lanes, walks, roads and park as shown on said map or plat is hereby reserved in Braes Development Company, subject to the limited dedications herein expressed.

(2) Braes Development Company reserves the exclusive right to construct and operate in, over, upon, along and under said streets, drives, lanes, walks, roads and park single or double tract street railroads or other transportation system or systems; and to erect and maintain therein and thereon wires and poles for that purpose and for the purpose of constructing and maintaining a system of electric light, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along and under any and all of said streets, drives, lanes, walks, roads, and park, and along easements provided therefor, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, gas, light and power, telegraph and telephone service to said Addition and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

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CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

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(3) Braes Development Company reserves the necessary easements and rights of way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power, and telegraph and telephone line or lines, gas, sewers, or any other utility Braes Development Company sees fit to install across said lots, blocks and homesite tracts in said Section 4 of Braes Heights Addition, as shown on aforesaid map to be hereafter recorded in the Harris County Map Records, to which map and record reference is here made. In addition to the easements herein designated and dedicated for the use of all public utility companies there is also dedicated for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane thirty (30) feet above the ground upward located adjacent to and on both sides of all designated easements in this addition.

(4) Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance. No garage, barn, servant's house or other such building shall be constructed on any lot in this addition that will have a roof or any portion of same to extend over the easement on said lots, and for the purpose of protecting the streets and benefiting the civic appearance of the addition the Grantor reserves the right at all times to permit the Houston Lighting and Power Company and the Southwestern Bell Telephone Company, the successors or assigns of said companies, or either of them at all times to enter along the interior side of property line of all lots in this addition within a distance of eighteen (18) feet of said line, for the purpose of installing, maintaining, repairing, removing and replacing ground anchors. This reservation is made with the understanding that if a ground anchor is installed on property of the Grantor herein which is later sold and because of such sale said anchor is not located on a line of the property sold, then within thirty (30) days after delivery by the then owner of said property to the utility companies of written request to remove same, said companies shall remove said anchor to the Owner's interior side property line.

(5) Braes Development Company reserves the right to make minor changes in and addition to the above easements for the purpose of most efficiently and economically installing the improvements.

(6) Neither Braes Development Company nor any utility company using the easements herein referred to, shall be liable for the damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or flowers or other property of the owner situated on the land covered by said easements.

(7) It shall be and is expressly agreed and understood that the title conveyed by Braes Development Company to any lot or parcel of land in said Addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm-sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Braes Development Company or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the Incorporated City or to any public service corporation or to any other party is hereby expressly reserved in Braes Development Company.

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R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

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RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said Section No. 4 in said Addition and the lots, blocks and homesite tracts of land therein contained as a high class restricted district, the following restrictions upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of Braes Development Company, conveying said property or any part thereof, by appropriate reference to these restrictions, making the same a part of such conveyance to all intents and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot or parcel of land in said Addition for the benefit of each and every other lot or parcel and shall constitute covenants running with the land, and shall inure to the benefits not only to Braes Development Company, its successors and assigns, but of each and every purchaser of lands in said Addition and their assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions herein stated.

All of the restrictions, covenants, reservations, liens and charges appearing herein, as well as those appearing in contract deed or other conveyance, to any part of this property shall be construed together, but if any one of the same shall be held to be invalid, or, for any reason is not enforced, none of the other shall be affected or impaired thereby, but shall remain in full force and effect.

GENERAL RESTRICTIONS

(1) These restrictions shall be effective until May 18th, 1998, but at any time within five years before May 18th, 1998, the then owners of a majority of the square foot area of the lots in this Addition may, by written declaration, signed and acknowledged by them, and recorded in the deed records of Harris County, Texas, extend these restrictions, conditions and covenants, (or any others hereafter adopted with reference to this property in accordance herewith) for a period of ten years additional, and then similarly, for successive additional periods of ten years as often and as long as the owners of the majority of the square feet of the property may desire. Such action, when taken, shall be binding upon all of the then owners of the property in said Section No. 4 in said Addition.

(2) This property shall be used for single-family residence, duplexes or apartment building purposes only.

(3) The term "residence, duplexes or apartment building purposes" as used herein shall be held and construed to exclude hospitals, commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

(4) The word "residence, duplexes or apartment building" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

(5) No temporary structure, no garage, or garage apartment, or servant's quarters shall be built on any lot except in connection with or after the main residence has been completed.

VOID BY FEDERAL STATUTE

ENTITLED COPY CERTIFICATE
TATE, TEXAS
COUNTY

This is a true and correct photographic copy of
the original record, now in my lawful custody and possession,
led on the date stamped thereon and recorded in the Record,
Name and Page as stamped thereon. I hereby certify on

MAY 1 - 1967

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(7) No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the addition.

(8) No livestock of any kind shall be staked or pastured on any vacant lot in the Addition.

(9) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

(10) Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed from property. Until a home or residence is built on a lot, Braes Development Company may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to reimburse Braes Development Company for the cost of such work.

(11) No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot; no fence, wall, or hedge shall be placed on any portion of the sites higher than three feet from the ground except on West side line of Lots 1 and 20, Block 15 and Lots 1 and 20, Block 16. The fence, wall, or hedge on West side of these lots may be six feet high and extend to the front property line. Should a hedge, shrub, tree, flower, or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Braes Development Company, and such encroachment is wholly at the risk of the owner.

(12) No signs, advertisements, billboards, or advertising structures may be erected or maintained on any of the land restricted except a sign for rent or sale of property herein restricted and this sign shall not exceed in size two feet by three feet.

(13) No cattle, hogs or other animals, rabbits, or poultry may be kept in any part of this property.

(14) No privy, cess pool, septic tank, or disposal plant shall be erected or maintained in any part of this property.

(15) No excavations, except such as are necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property.

(16) Braes Development Company may make other restrictions applicable to each lot by appropriate provision in the contract or deed, without otherwise modifying the general plan outlined and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

(17) Violation of any restriction, condition or covenant herein shall give Braes Development Company the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

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CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

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(18) Each of the restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the owner of said land and its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said land, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person, or persons, except in respect of breaches committed during its, his or their seizing of or title to said land. The owner or owners of any of the above described land, and such other land as may hereafter be subjected to the terms hereof, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the Braes Development Company, or the owner of any other lot or tract of land hereby restricted, or subsequently subjected hereto, to enforce any of the restrictions herein set forth, at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Braes Development Company, may, by appropriate agreement, assign, or convey to any person or corporation, all of the rights, restrictions and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its assigns, or grantees may, at their option, exercise, transfer or assign these rights or any one or more of them, at any time, or times in the same way and manner, as though directly reserved by them or it in this instrument.

(19) All plans and specifications for improvements to be erected on lots in Braes Heights Addition, Section Four, shall be approved by Braes Development Company, or their successors before any construction work is begun. In event Braes Development Company should refuse or fail to approve any plan and specifications submitted by owner of property in question, a board of arbitrators consisting of three members, one selected by Braes Development Company, one by the owner of property and the third by these two. The decision of this board with reference to rejection or approval of particular plan and specifications in question shall be binding on all parties concerned.

(20) The word "lot" may mean either any lot as platted, or any tract, or tracts of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots as platted, upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Braes Development Company or from its successors or assigns. A "corner lot" shall be deemed to be any such lot as platted or any tract of land as conveyed, having more than one street contiguous to it. The street upon which the lot, or part thereof fronts, as hereinafter provided, shall be deemed to be a front street; and any other street contiguous to any such lot shall be deemed to be a side street. It shall be and is expressly agreed and understood that not more than one house, duplex or apartment building shall be erected on the front of a lot or combination of a part or parts of one or more lots having a front footage of less than fifty-five (55) feet.

(21) No part of any residence, duplex, or apartment building may be erected or maintained on any of those lots, which are hereby restricted, nearer to the front street, or the side street, than is the front building line, or the side building line shown on said Plat of Braes Addition, Section 4, on the lot or lots on which such residence, duplex or apartment building may be erected. No part of any residence, duplex, or apartment building shall be built nearer than three feet to any East side lot line or nearer than five feet to any West side line, or nearer than five feet to any rear lot line.

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CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
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MAY 1 - 1967

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

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(22) No outbuilding, or part or parts thereof, may be erected or maintained on any of the lots, or parts thereof, herein restricted, which is not wholly within thirty-five (35) feet of the rear line of said lot, or nearer than three (3) feet to the side line of said lot, or part or parts thereof, upon which it is erected, and in addition to the above, if erected on any corner lot, no part or parts of said outbuilding may be erected or maintained thereon nearer to any side street line of said property than fourteen (14) feet except wherebuilt as an integral part of the main residence. The front line of a garage or outbuilding attached to a residence shall not extend beyond the front line of the main residence, duplex, or apartment building.

(23) Fifty-one percent (51%) of main building to be of brick or masonry construction, excluding asbestos siding.

RESTRICTIONS AS TO SQUARE FOOT AREA OR SIZE OF SINGLE FAMILY RESIDENCES, DUPLEX OR APARTMENT BUILDINGS TO BE ERRECTED ON LOTS 1 TO 20, INCLUSIVE, BLOCK 15, AND ON LOTS 1 TO 20, INCLUSIVE, BLOCK 16, PAGES NINETEEN, SECTION FOUR

(1) No single family dwelling of which the ground floor area of the main structure, exclusive of one-story open porches and garages, or garage apartments, shall be not less than 1,200 square feet in the case of a one-story or one and one-half story structure, nor less than 800 square feet in the case of a two or two and one-half story structure shall be permitted. For front and side building lines see Section 21 of general restrictions and plat of areas heights addition, Section four.

(2) No duplex or apartment building of which the ground floor area of the main structure exclusive of one story open porches and garages or garage apartments shall not be less than 1,200 square feet. For front and side building lines see Section 21 of general restrictions and plat of areas heights Addition, Section four.

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STATE OF TEXAS
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R. E. TURRENTINE, JR.,
COUNTY CLERK

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No. CC 132629

OFFICE OF



H. R. Houck
H. R. HOUCK (President)

R. D. Hebert
R. D. HEBERT (Secretary)

We, H. R. Houck, as President of Braes Development Company, and R. D. Hebert, as its Secretary, do hereby certify that the above and foregoing is a true and correct copy of resolution of the Board of Directors of Braes Development Company passed and adopted at a meeting of said Board of Directors held at Houston, Texas, on May 18, A. D. 1948.

WITNESS our hands at Houston, Texas, on this 18th day of May, A. D. 1948.

H. R. Houck
H. R. HOUCK, President

R. D. Hebert
R. D. HEBERT, Secretary

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE me, the undersigned authority on this day personally appeared H. R. Houck, President of Braes Development Company, and R. D. Hebert, its Secretary, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and known to me to be such officers of said corporation, and each of whom severally acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein stated as the act and deed of said corporation.

the 18th GIVEN under my hand and seal of office at Houston, Texas, day of May, A. D. 1948.

M. H. Godbold M. H. GODBOLD
Notary Public in and for Harris County, Texas

(SEAL)

Filed for record, _____, at _____ o'clock _____ M.
recorded _____, at _____ o'clock _____ M.
W. D. WILSON, Clerk County Court, Harris County, Texas.
by _____ Deputy.

TRUE COPY CERTIFICATE
HARRIS COUNTY TEXAS
The foregoing is a true and correct photographic copy of _____
now in my lawful custody and possession,
and on the date stamped thereon and recorded in the Record,
Volume and Page as stamped thereon, I hereby certify on _____