

## 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 Oaks 2*

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

477700L

RESTRICTION

RECORDED DEED RCDS. VOL. 2140 PG. 9

DATED : March 25, 1950

FILED: Aug. 14, 1950 at 2-00 P.M.

FROM : Braes Oaks, Section Two  
By Hugh Wilkin, Trustee

TO : - - -

THE STATE OF TEXAS:  
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, I, Hugh Wilkin, Trustee, being the owner of the hereinafter described property, as desirous of imposing certain restrictions and easements for the coordinated development of the hereinafter described property:

NOW, THEREFORE, I, 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:

All of Braes Oaks, Section Two, an addition in Harris County, Texas, according to the plat thereof recorded in the office of the County Clerk of Harris County, Texas, on March 24, 1950 under Clerk's File No. 725163.

(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.

(4) All of the lots in said Braes Oaks, Section Two, 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 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 build on a tract having less street frontage than the minimum 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.

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(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 any one owning property in this addition keep any livestock or fowl or any kind thereon.

VOID BY FEDERAL STATUTE

(11) No trailer, basement, tent, shack, garage, barn or other building erected in this tract shall be at 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 committees hereinafter referred to.

*revised*  
(12) No building shall be located nearer to the front line or nearer to the side street line than the building setback lines as shown on the recorded plat. No building shall be located nearer than five feet (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 feet (3') 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 setback lines as shown on recorded plat.

(13) Easements affecting all lots in this tract are reserved as shown on the recorded plat 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 as unobstructed aerial easement five feet (5') wide from a plane twenty feet (20') 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 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 have 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, 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.

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Cont'd-- Page #3

In the event that 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 representatives shall cease on and after January 1, 1954. Thereafter the approval described in this covenant shall not be required unless, prior to said date, 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.

**Petition For  
Modification and Amendment of Restrictions  
Braes Oaks, Section 2  
(Under Section 201 of the Texas Property Code)**

STATE OF TEXAS §

COUNTY OF HARRIS §

**PETITION COMMITTEE:** On October 15, 2001, four (4) owners (collectively called the "Petition Committee"), filed a Notice of Formation of Petition Committee in the Real Property Records of Harris County, Texas under County Clerk's File No. V359517. The notice concerns the granting of a specific modification and amendment with respect to the restrictive covenants covering or affecting Braes Oaks, Section 2, a subdivision in Harris County, Texas set out on the map or plat thereof recorded in the Office of the County Clerk of Harris County, Texas on March 24, 1950 under County Clerk's File No. 725163 (the "Subdivision").

**RESTRICTIONS:** The Petition Committee was formed under Section 201 of the Texas Property Code for the purpose of adopting a petition to grant a specific modification and amendment with respect to certain provisions of the following described restrictive covenants:

Restrictive covenants dated March 25, 1950, filed for record in the Office of the County Clerk of Harris County, Texas under Harris County Clerk's File No. 777884 (the "Restrictions").

**BUILDING SET-BACK LINES:** Paragraph (12) of the Restrictions reads as follows:

"No building shall be located nearer to the front line or nearer to the side street line than the building setback lines as shown on the recorded plat. No building shall be located nearer than five feet (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 feet (3') 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 setback lines as shown on recorded plat."

**CHANGE TO BUILDING SET-BACK LINES RESTRICTIONS:** The set-back line restrictions are being modified and amended in accordance with the following deletion (shown by strike-out) and insertion (shown by underlining in brackets) so that Paragraph (12) of the Restrictions is amended to read as follows:

*William H. Lowe  
3510 CRENSHAW  
HOUSTON, TEXAS 77025*

No building shall be located nearer to the front line or nearer to the side street line than the building setback lines as shown on the recorded plat. No building shall be located nearer than five feet (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 feet (3') from the side line. No main dwelling shall be located on any interior lot nearer than 25 [10] 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 setback lines as shown on recorded plat.

**STATUTORY NOTICE:** Owners who do not sign this Petition must file suit under Section 201.010 Texas Property Code, if they desire to do so, 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 the Real Property Records of Harris County, in order to challenge the procedures followed in extending, creating, adding to, or modifying a restriction. Owners who do not sign this petition may delete their property from the operation of the modified Restrictions by filing before one (1) year after the date on which the owner receives actual notice of the filing of this Petition, an acknowledged statement describing the owner's property by reference to the recorded map or plat of the Subdivision and stating that the owner elects to have the property deleted and excluded from the operation of the modified Restrictions in the manner provided in Section 201.009(b)(4) of the Texas Property Code.

**AUTHORITY:** This Petition is being filed in accordance with the requirements of Section 201 of the Texas Property Code, for the purpose of amending the Restrictions. The Subdivision is located within the City of Houston, a city having more than 100,000 population. The Restrictions do not provide for addition to or modification of the Restrictions by written and filed agreement. The undersigned owners represent at least 75 percent of the total number of lots in the Subdivision, 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, and 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. The persons signing this Petition below certify that they each own record title to property within the subdivision and that all of the record owners of their tract have or will execute this Petition.

**COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

EXECUTED, as of the dates set out below.

11 and part of Lot 10  
Lot A, Block 8 of Braes Oaks, Section 2  
Address: 3510 GRENNOCH LANE

Dated: 10/23/, 2001

William H. Lowe  
Printed Name: William H. Lowe

INCLUDE our property in the area  
burdened by these modified restrictions.



Sandra Lowe  
Printed Name: Sandra Lowe

DO NOT INCLUDE our property in the  
area burdened by these modified restrictions.

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on Oct. 23, 2001, by William H. and Sandra Lowe



Veronica Tristan  
Notary Public, State of Texas

7 and part of Lot 6  
Lot A, Block 9 of Braes Oaks, Section 2  
Address: 3507 GRENNOCH LANE

Dated: Oct. 24, 2001

Richard L. Legler  
Printed Name: RICHARD L. LEGLER

INCLUDE our property in the area  
burdened by these modified restrictions.

Patricia F. Legler  
Printed Name: Patricia F. Legler

DO NOT INCLUDE our property in the  
area burdened by these modified restrictions.

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on October 24, 2001, by Richard L. Legler and Patricia F. Legler.



Jill Gary Hughes  
Notary Public, State of Texas

