

## BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



4010 Blue Bonnet, Suite 115  
P.O. Box 20486  
Houston, Texas 77225-0486  
Tel.: (713) 666-7248  
Fax.: (713) 666-0677

*Emerald Forest*

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

RESTRICTIONS  
EMERALD FOREST ADDITION

871642

WHEREAS, M. F. Satterwhite is the sole owner of the lots and properties situated in EMERALD FOREST, an Addition to the City of Houston, Harris County, Texas, as per plat of said addition, filed for record in the Office of the County Clerk of Harris County, Texas, in the Map Records thereof; and which subdivision consists of Lots 1 through 5, Block 1; Lots 1 through 5, Block 2; and Lots 3 through 12, Block 3; and

WHEREAS, the lots so owned by the undersigned are about to be placed on the market for sale, and it is desired that a uniform plan of restrictions be adopted and placed of record with respect to said lots;

NOW, THEREFORE, M. F. Satterwhite does hereby declare that from henceforth the following restrictions shall apply with respect to said lots in said addition and said lots shall from henceforth be subject to said restrictions as more fully set out, to-wit:

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1976, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owner of the lots, it is agreed to change said covenants in whole or in part.

(2) 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.

(3) All lots in this addition shall be known and described as residential lots and no part of said lots shall be used for any type of business or stores.

(4) No residential structure shall be erected or placed on any building plot which has a width of less than seventy-five feet along the front line and an area of less than 9000 square feet.

(5) All residences shall be constructed of at least fifty-one percent brick, brick veneer, stone, stone veneer, concrete or other masonry type of construction, it being understood that this does not include asbestos shingles or other similar fire proof boarding.

(6) No trade or business and no noxious or offensive activities shall be carried on upon any lots 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

(8) 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 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 a planning committee hereinafter referred to.

(9) No structures shall be erected, altered, placed, or permitted to remain on any lot, other than a single family dwelling and a private garage and/or servants quarters, the ground floor area of the main dwelling, exclusive of porches and garages and/or servants quarters to contain not less than 2000

(10) 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 (5) five feet to any inside lot line except that the side line restriction shall not apply to a detached garage or other out building 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.

(11) 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 utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20') feet above the ground upward located adjacent to said easements as dedicated on said plat.

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

(13) OIL AND MINING OPERATIONS. No oil drilling, 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 other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(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.

(15) SIGHT DISTANCE AT INTERSECTIONS. No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building set-back line.

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 composed of M. F. Satterwhite, Jack J. Hodges, and Geo. W. Jarvis, 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 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, if 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 or services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after the date of the

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 the said committee.

WITNESS MY HAND at Houston, Texas, this the 18th day of April, A. D. 1951.

*M. F. Satterwhite*  
M. F. SATTERWHITE

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared M. F. Satterwhite, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

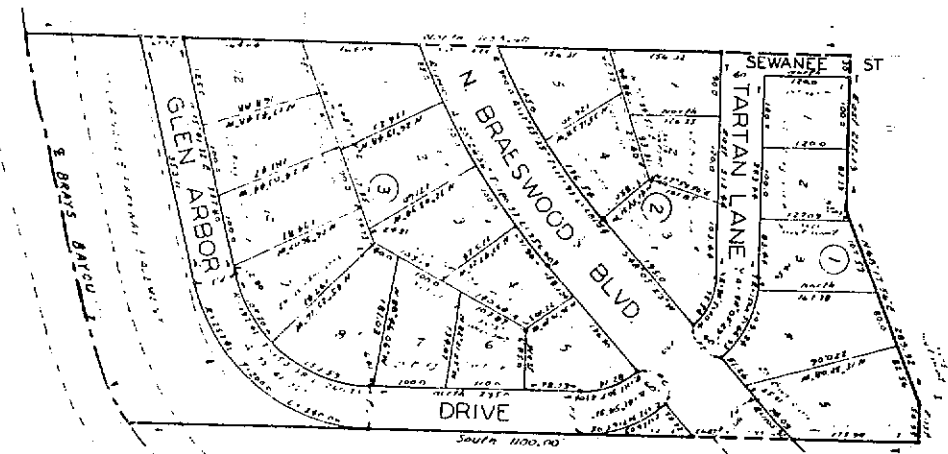


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of April, A. D. 1951.

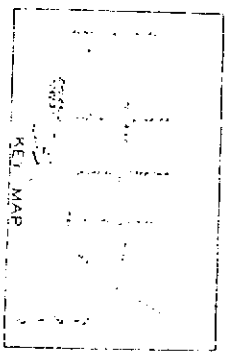
*Eric K. Darden*  
Notary Public, Harris County, Texas

RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, ON APRIL 19, 1951, AT 10:00 AM. INDEXED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, ON APRIL 19, 1951, AT 10:00 AM.

Lot 1/Block 1  
 Volume 37/Page 27



3911036  
 Vol 37 p 27  
 EMERALD FOREST  
 BEING 1984 A.M.P.P.



STATE OF TEXAS  
 COUNTY OF DALLAS  
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the plat of the subdivision of the land described in the above and return of the Surveyor General of the State of Texas, and that the same is in accordance with the laws of the State of Texas.  
 Witness my hand and seal of office this 27th day of August, 1984.  
 J. W. [Signature]  
 Surveyor

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 COUNTY OF DALLAS  
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