

## 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

*Braes Manor*

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

STATE OF TEXAS |  
 COUNTY OF HARRIS |

Whereas, Silber Realty Company, Inc., a corporation duly organized and operating under the laws of the State of Texas, is the owner of all of the lots as shown on the recorded plat of Braes Manor, Section Two (2), an addition to the City of Houston in Harris County, Texas, which map has been duly filed for record on the 23rd day of August, 1954, under Harris County Clerk's File No. 130-087, to which reference is hereby made for all purposes, and for the purpose of creating a uniform plan for the improvements and development of said subdivision, does hereby adopt and establish the following restrictions for all of said lots:

(1) Each lot in said Braes Manor, Section Two (2) shall be used for residential purposes only, upon which family dwellings may be erected as follows:

(a) A single family dwelling of one, one and one-half or two stories may be erected on any lot in said Section Two (2), except that a one story single family dwelling only shall be erected on Lot 19 in Block 1, Lot 16 in Block 5, Lots 1 through 22, both inclusive, in Block 8 and Lots 1 through 12, both inclusive, in Block 7, in said Braes Manor, Section Two (2).

(b) A duplex apartment or multiple unit dwelling building may be erected on Lots 5, 6, 7, 8, 9, 10 and 11 in Block 1; Lots 4, 5 and 6 in Block 5; Lots 1, 2, 3, 4, 5 and 6 in Block 6 of said Braes Manor, Section Two (2).

Garages and out-buildings that are appurtenant to a residence, duplex apartment and multiple unit dwelling may be erected on each building site upon which a main dwelling has been erected. The use of any dwelling for a nursing home, hospital or any commercial or professional purpose shall be expressly prohibited. It is intended that on all lots in said Braes Manor, Section Two (2) that out-buildings shall not include the construction or use of a garage apartment for rental purposes to others than domestic servants hired in the main building. No garages, out-buildings or servants quarters shall be more than one story unless the main residence is more than one story, in which event the garages, out-buildings or servants quarters may be more than one-story.

No structure shall be erected, altered, placed or permitted to remain on any of said lots in said Section Two (2) other than those that comply with restrictions herein specified and with the requirements of the Architectural Control Committee, as provided for in provisions 9, 10 and 11 herein.

(2) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. The word "dwelling" or "residence", as used herein with reference to building lines, shall include galleries, porches, portecocheres and every other pertinent part of the improvements, except a parapet wall, steps or the extension of the eaves of a roof. A building

may be erected on a building site of more than one platted lot, in which event the outer property lines shall be considered the side lot lines, provided that the frontage of said building site shall not be less than the minimum frontage of lots in the same block facing the same street.

(3) In addition to the building setback lines, as shown on the recorded plat, no building, except a detached garage or other out-building located 65 feet or more from the front lot line, shall be located nearer than five feet to any side lot line. Detached garages shall be located at least three feet from any side lot line.

(4) In addition to the provision numbered (1) herein, which provides that each lot in said Braes Manor, Section Two (2) shall be used for residential purposes only, and in order to emphasize said provision, that in addition thereto no lot or improvements thereon shall be used for any obnoxious or offensive activity nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(5) No trailer, basement, tent, shack, garage, barn or other out-building, erected on the tract, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(6) The ground floor area of the main structure of a one detached single family residence, exclusive of open and screened porches and garages, constructed in said Section Two (2) shall be not less than 1600 square feet in case of a one-story structure; and shall be not less than 900 square feet in case of a one and one-half and two-story structure, except that on Lot 16 in Block 1 and Lot 15 in Block 5 and in Lots 1, 2, 3, 4 and 5 in Block 9 the ground floor area of the main structure in a one and one-half and two-story structure shall be not less than 1500 square feet, with the provision that in a one and one-half- and two-story structure there shall be a combined square footage of not less than 1600 square feet on both the first and upper story of said structure.

The ground floor area of the main structure of a one and one-half- and two-story duplex constructed in said Section Two (2) shall be not less than 900 square feet, and the ground floor area of the main structure of a one-story duplex shall be not less than 1600 square feet.

The ground floor area of the main structure of an apartment or multiple dwelling residence shall be in the number of square feet as determined by the Architectural Control Committee in carrying out the uniform improvements and development of said Section Two (2) of Braes Manor.

The exterior material of the main structure on any lot or plat shall be not less than 51% brick, masonry, stone or their equivalent for single family dwellings. The exterior material of the main structure for a duplex apartment, multiple unit dwellings or any other structure, except for a single family dwelling, may be of brick, masonry, stone or their equivalent and frame materials, but shall not be constructed in its entirety of frame materials. The plans, specifications and design of any main structure shall be controlled by the Architectural Committee, as provided for in paragraphs 9, 10 and 11 herein.

(7) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat.

(6) 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.

(9) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade of elevation.

No fence or wall shall be erected; placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved.

(10) The Architectural Control Committee is composed of Martin Nadelman, Howard G. Singer and Barbara Singer. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After ten years from date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(11) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

(12) 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) 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(14) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(15) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 from the

intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten 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 obstructions of such sight lines.

(16) The Silbar Realty Company, Inc. reserves the right to impose further restrictions on any unsold lot or lots by an appropriate written instrument or by deed duly executed and filed for record in the Office of the County Clerk of Harris County, Texas. Such additional provision, however, shall not remove the restrictions herein set forth, but shall be cumulative thereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1979, at which time said covenants shall be automatically extended for successive period of ten (10) 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, by executing and acknowledging an appropriate agreement, and filing same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to April 1, 1979, or at any time prior to the expiration date of any successive ten-year period thereafter.

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 development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

The undersigned, Texas National Bank, acting herein by its duly authorized officers, the legal owner and holder of record indebtedness against the above described property owned by Silbar Realty Company, Inc., here now by the execution of this instrument, subordinates its indebtedness to the restrictions as stipulated in this instrument, and gives its consent to the restricting of the property as provided herein.

EXECUTED at Houston, Texas, this the 13<sup>th</sup> day of September, A. D. 1954.

SILBAR REALTY COMPANY, INC.

[Signature]  
President



[Signature]  
Secretary

TEXAS NATIONAL BANK

[Signature]  
Vice President



[Signature]  
Clerk

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

DEC 1 1976

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

By: [Signature]



Deed RECORDS  
2826 86

STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN NADLIMAN President of SILBAR REALTY COMPANY, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of September, A. D. 1954.



Emma Clive  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1955

STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared J. O. Taylor President of TEXAS NATIONAL BANK, a banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of September, A. D. 1954.

Harold J. Hargus  
Notary Public in and for Harris County, Texas  
HAROLD J. HARGUS, Notary Public  
IN AND FOR HARRIS COUNTY, TEXAS  
My Commission Expires 6-1-55



Filed for Record Sept 17 1954 at 2:30 o'clock PM  
Recorded Sept 11 1954 at 11:00 o'clock PM  
W. D. MILLER, Clerk County Court, Harris County, Texas  
By W. D. Miller Deputy

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

DEC 1 1976

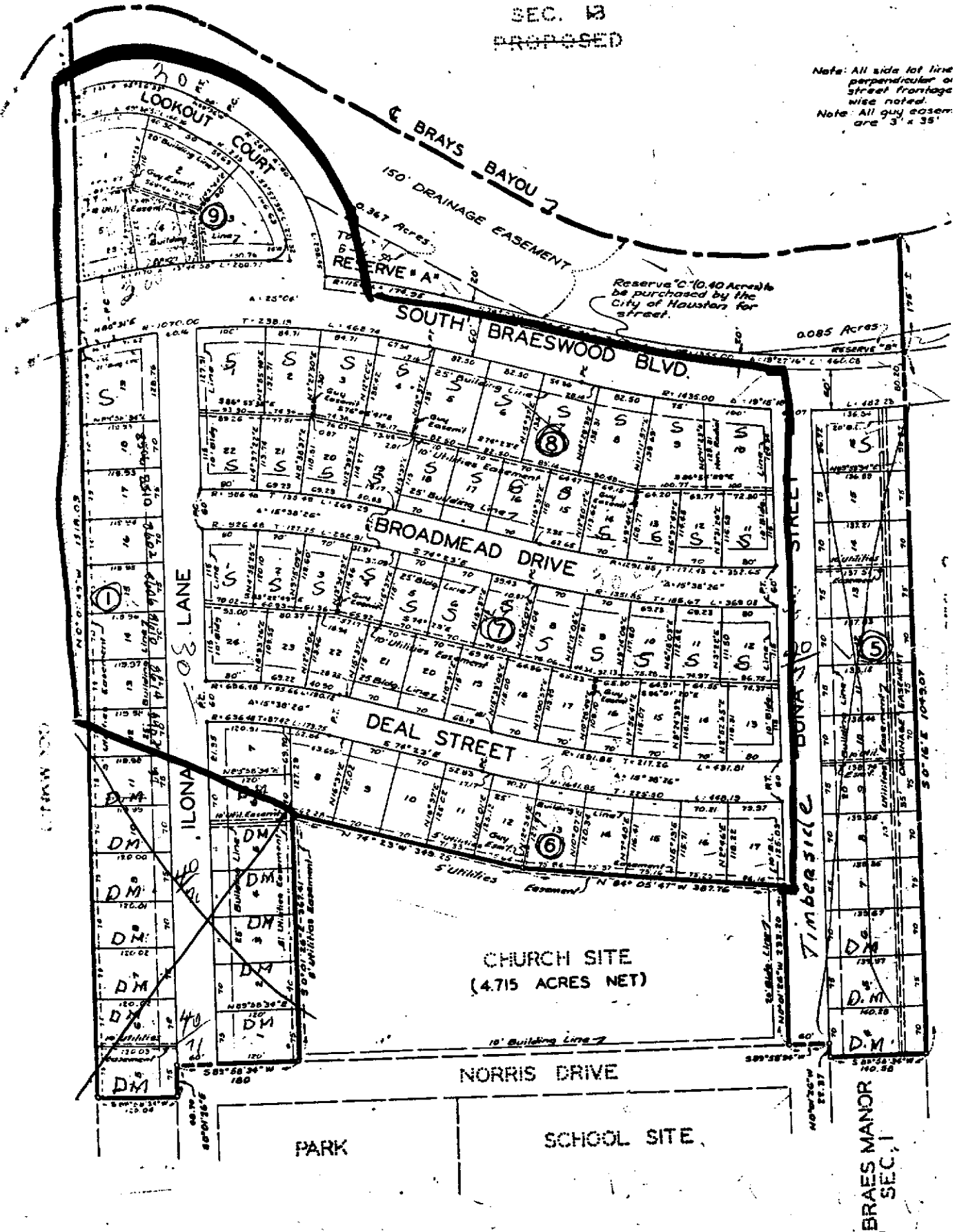


R. E. TURRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
By Arthur Burt  
Deputy

Deed  
RECORDS  
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MANOR  
BRAES HEIGHTS  
SEC. 13  
PROPOSED

Note: All side lot lines perpendicular to street frontage wise noted.  
Note: All guy easements are 3' x 35'



S - SINGLE STORY  
4 - 4 STORY

BRAES MANOR  
SEC. 13