

## 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 Oaks 1A*

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 Oak 1A

GF# 91-04-23304

N052067

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

029-03-1468

*sector*

STATE OF TEXAS

COUNTY OF HARRIS

02/14/91 00203255 N052067 \$ 13.00

RECITALS

WHEREAS, Russell T. Coats Sr. Trustee, hereinafter called the Declarant, is the owner of all that certain real property located in Harris County, Texas described as follows:

*oneal*  
*23, 3507,*  
*11, 3515,*  
*19, 3523,*  
*527*

Lots 1 through 7 of Block 1, Braes Oak, Section One, an addition in Harris County, Texas, according to the map or plat thereof recorded under file #662389 of the Harris County Clerks deed records.

*70*

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

*3*  
*2*

ARTICLE 1

DEFINITIONS

OWNER

1.01. "Owner" shall refer to the record owner, of the fee simple title to any lot.

PROPERTIES

1.02. "Properties" shall refer to that certain real property hereinbefore described.

LOT

1.03. "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in file # 662389 of the County Clerks records of Harris County, Texas.

## DECLARANT

- 1.04. "Declarant" shall refer to Russell T. Coats, Sr. Trustee, his successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

## ARTICLE II

## ARCHITECTURAL CONTROL

## ARCHITECTURAL CONTROL COMMITTEE

- 2.01. Declarant shall designate and appoint an Architectural Control Committee consisting of no less than two qualified persons, which committee shall serve at the pleasure of the Declarant.

## APPROVAL OF PLANS AND SPECIFICATIONS

- 2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications of same shall have been submitted to, and approved in writing by, the Architectural Control Committee.

## FAILURE OF COMMITTEE TO ACT

- 2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of 15 days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

## ARTICLE III

## USE RESTRICTIONS

## TYPE OF BUILDINGS PERMITTED

- 3.01. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and 1/2 stories in height and a private garage for not more than two automobiles.

## MINIMUM FLOOR AREA AND EXTERIOR WALLS

- 3.02. Any residence constructed on said Lots must have a floor area of not less than 2400 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. All residence are limited to 2 and 1/2 stories. If the residence is 2 and 1/2 stories it must be 51% masonry, all other exterior walls of other residences shall consist of not less than 75% masonry construction. An owner of two lots may build residence on the two lots.

## SETBACKS

- 3.03. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street on the recorded plat. No side yards at the front building setback line shall be less than five feet, except that a two foot side yard shall be permissible for a garage. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 3.04, these building setback provisions shall be applied to such resultant building site as if it were one original platted Lot.

## SUBDIVISION OR CONSOLIDATION

- 3.04. None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into a building site.

## EASEMENTS

- 3.05. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

## NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

- 3.06. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## PROHIBITED RESIDENTIAL USES

- 3.07. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

## OIL DEVELOPMENT AND MINING PROHIBITED

- 3.08. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot.

## RUBBISH, TRASH AND GARBAGE

- 3.09. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers.

## SEWAGE DISPOSAL

- 3.10. Each property owner shall pay monthly sewage charges as required by Governmental entity governing the area.

## WATER SUPPLY

- 3.11. No individual water-supply system shall be permitted on any Lot.

## ANIMALS

- 3.12. 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.

## TRUCKS, BUSES AND TRAILERS

- 3.13. No truck, bus, or trailer shall be left parked in the street in front of any Lot except while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

## PROHIBITED ACTIVITIES

- 3.14. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE IV

029-03-1472

EASEMENTS

RESERVATION OF EASEMENTS

- 4.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded under file # 662389 of the Deed Records of Harris County, Texas. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE V

GENERAL PROVISIONS

ENFORCEMENT

- 5.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations not or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY

- 5.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

DURATION AND AMENDMENT

- 5.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after with time said covenants, conditions, and

restrictions shall be automatically extended for successive periods or ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners and thereafter by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effect until recorded in the Deed Records of Harris County, Texas, or until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 13<sup>th</sup> day of March, 1991.

*Russell T. Coats, Sr. Trustee*  
Russell T. Coats, Sr., Trustee



ACKNOWLEDGEMENT

STATE OF TEXAS {  
COUNTY OF HARRIS {

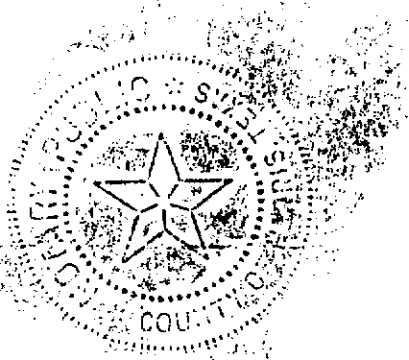
WVBI 1991

This instrument was acknowledged before me on the 13<sup>th</sup> day of March, 1991, by Russell T. Coats, Sr. Trustee

*Carolyn S. Duane*

Notary Public, In and For State of Texas

Carolyn S. Duane  
My Commission Expires: 10/30/92



Return to:  
Regency Title Company  
2200 Post Oak Blvd., # 100  
Houston, TX 77056

