

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 Terrace

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

816,325
Restrictions
Dated: Oct 3, 1950

Recorded Deed Rcds Vol 2193
P. 106

Filed Nov. 17, 1950

Braes Terrace

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

WHEREAS, I, HUGH WILKIN, TRUSTEE, being the owner of the hereinafter described property, am 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 Terrace, an Addition in Harris County, Texas, according to plat thereof recorded in the Office of the County Clerk of Harris County, Texas, on the 30th day of September, 1950, under County Clerk's File No. 796617.

(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 1st, 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.

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.

(4) All of the lots in said Braes Terrace 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, except Lot No. One (1) in Block Twenty-four (24), shall be used for a field office for the sale of lots in this addition; however, when seventy-five per cent of the lots in said addition have improvements erected thereon, said field office is to be moved and in no case shall said field office be maintained on said lot after two years from date hereof.

(5) Upon the completion of a house on an inside lot, the then owner of such lot shall plant on said inside lot one evergreen oak tree three inches in diameter at a distance of six inches above the ground. Upon the completion of a house on a corner lot the then owner of such lot shall plant on said corner lot two evergreen oak trees three inches in diameter at a distance of six inches above the ground. Said trees are to be planted by a reliable nursery, with a guarantee to live for three years and if any of said trees die during said three years the same are to be replaced with living trees. Said trees are to be located a distance of two feet from the side lot lines and a distance of five feet from the front property lines. Within thirty (30) days after the completion of a house, the owner of the lot shall install a four-foot (4') concrete sidewalk adjacent and parallel to the street curb running the entire width of the property.

(6) No residence shall be built on a tract having less street frontage than the minimum frontage of lots in the same block facing the same street.

(7) The residence being erected on any lot shall not contain less than 1200 square feet, including closed porches and attached garages.

(8) 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 of any kind thereon.

(9) 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.

(10) 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.

(11) 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 an 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. The property lying North and West of South Braeswood Boulevard as shown on the above described plat of Braes Terrace, is expressly reserved for drainage easement and parkway purposes.

(12) 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, George Marshall 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.

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 representative shall cease on and after January 1st, 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.

W. C. Perkins and South Texas National Bank, lienholders, join herein to evidence their approval and agreement to all of the foregoing restrictions hereby imposed on Braes Terrace, an Addition in Harris County, Texas.

EXECUTED this the 3 day of October, A. D. 1950.

(Signed) Hugh Wilkin, Trustee

(Signed) W. C. Perkins

(SEAL)

SOUTH TEXAS NATIONAL BANK

BY BROWNE BAKER
Vice President

VC ROWAN
Asst. Cashier

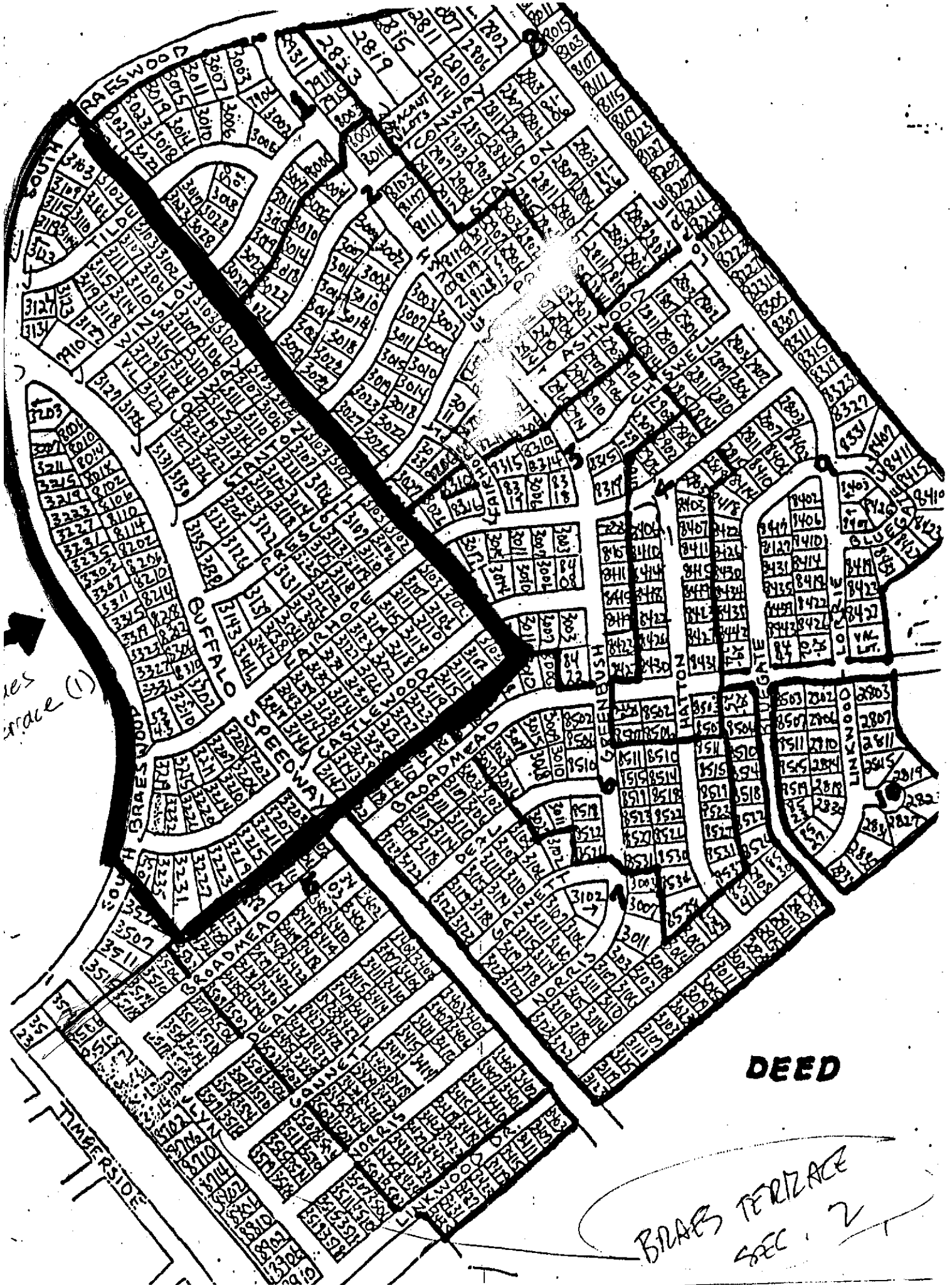
THE STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, on this day personally appeared HUGH WILKIN, Trustee, 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 and in the capacity therein stated.

Given under my hand and seal of office this the 3 day of October, A. D. 1950.

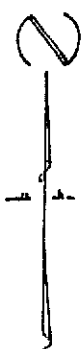
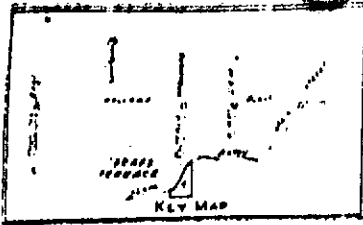
ALLEN KOTTWITZ
Notary Public, Harris County,
Texas



↑
Brass
Terrace (1)

DEED

BRASS TERRACE
SEC. 2



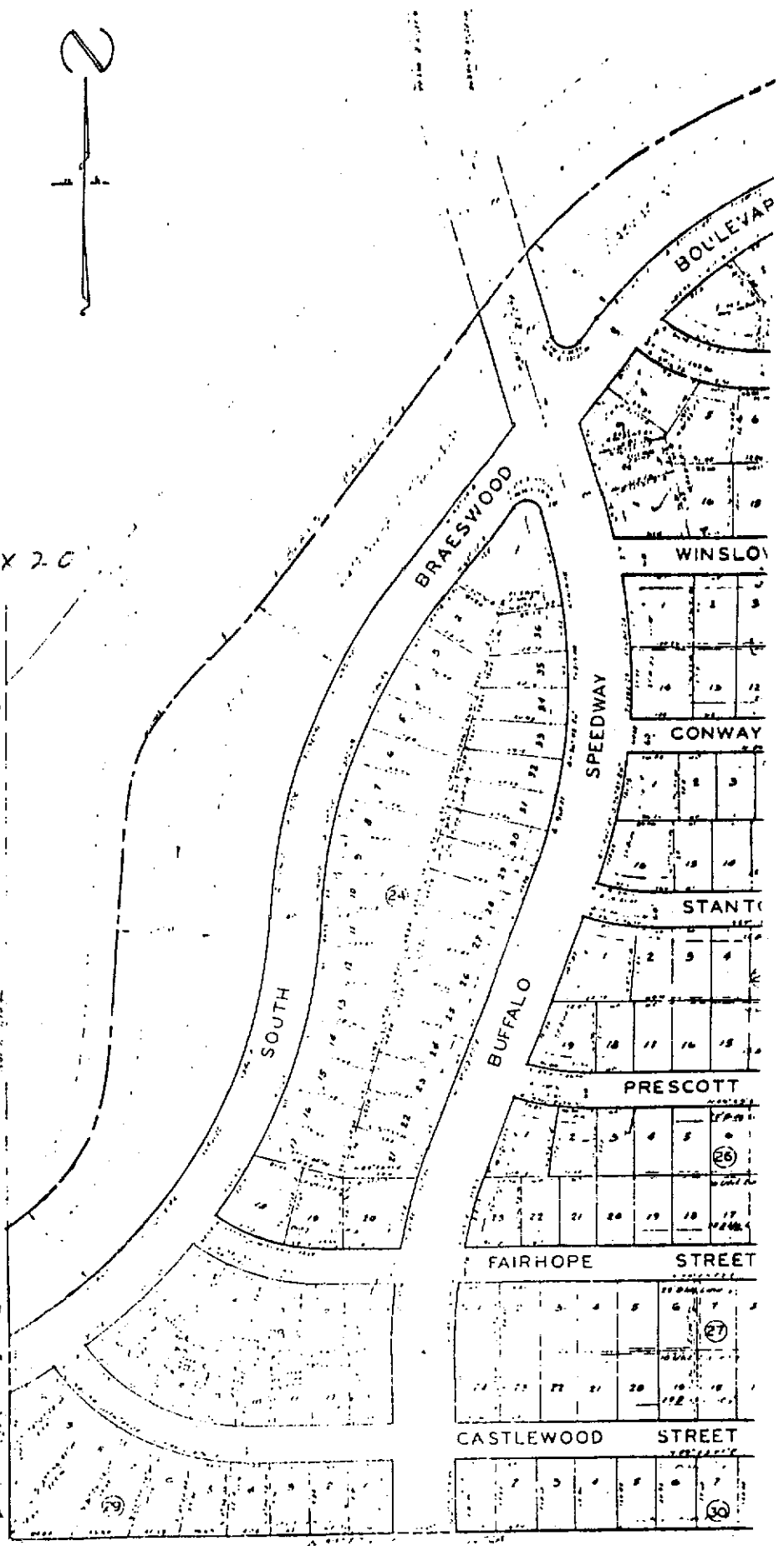
STATE OF TEXAS
 COUNTY OF HARRIS

I, J. P. [unclear], of the County of Harris, State of Texas, do hereby certify that the within and foregoing plat of the BRAES TERRACE, containing 5304 acres, more or less, is a correct and true plat of the same, and that the same was lawfully and lawfully recorded in the Public Records of said County of Harris, State of Texas, on this 30th day of September, 1950.

John P. [unclear]
 J. P. [unclear]

John K. [unclear]
 John K. [unclear]

W. [unclear]
 W. [unclear]



796617
 Vol 35 pg 13
 SEP 30 1950

BRAES TERRACE
 BEING 5304 ACRES OUT OF
 THE P W ROSE SURVEY
 HARRIS COUNTY, TEXAS
 SCALE 1"=100' MARCH 1950
 BY EDMINSTER ENGINEERING COMPANY

#816,325

RESTRICTIONS

RECORDED D "D RCD" VOL 2193 P 106

DATED: October 3, 1950

FILED: Nov. 17, 1950 at 3:00 P.M.

FROM : Hugh Wilkin, Trustee, et al

TO : - - - -

THE STATE OF TEXAS:
COUNTY OF HARRIS:

Braes Terrace

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, I, Hugh Wilkin, Trustee, being the owner of the hereinafter described property, am 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 Terrace, an addition in Harris County, Texas, according to plat thereof recorded in the Office of the County Clerk of Harris County, Texas, on the 20th day of September, 1950, under County Clerk's File No. 796617.

(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 1st, 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.

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.

(4) All of the lots in said Braes Terrace 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, except Lot No. One (1) in Block Twenty-four (24), shall be used for a field office for the sale of lots in this addition; however, when seventy-five per cent of the lots in said addition have improvements erected thereon, said field office is to be moved and in no case shall said field office be maintained on said lot after two years from date hereof.

(5) Upon the completion of a house on an inside lot, the then owner of such lot shall plant on said inside lot one evergreen oak tree three inches in diameter at a distance of six inches above the ground. Upon the completion of a house on a corner lot the then owner of such lot shall plant on said corner lot two evergreen oak trees three inches in diameter at a distance of six inches above the

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"816,325
Cont'd. P. #2.

ground. Said trees are to be planted by a reliable nursery, with a guarantee to live for three years and if any of said trees die during said three years the same are to be replaced with living trees. Said trees are to be located a distance of two feet from the side lot lines and a distance of five feet from the front property lines. Within thirty (30) days after the completion of a house, the owner of the lot shall install a four-foot (4') concrete sidewalk adjacent and parallel to the street curb running the entire width of the property.

(6) No residence shall be built on a tract having less street frontage than the minimum frontage of lots in the same block facing the same street.

(7) The residence being erected on any lot shall not contain less than 1200 square feet, including closed porches and attached garages.

(8) ~~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 become an annoyance or nuisance to the neighborhood, nor shall any one owning property in this addition keep any livestock or fowl of any kind thereon.~~

(9) 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.

(10) 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 their 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.

(11) 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 an 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. The property lying North and East of South Breeswood Boulevard as shown on the above described plat of Eracs Terrace, is expressly reserved for drainage easement and parkway purposes.

(12) ~~CARWASH AND R.U. 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, George Marshall and Bert Coats, said plans to be approved in writing by the signature

CONT. - - - -

"816,325
Cont'd. P. "3.

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 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 representative shall cease on and after January 1st, 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.]

C. Perkins and South Texas National Bank, lienholders, join herein to evidence their approval and agreement to all of the foregoing restrictions hereby imposed on Praes Terrace, an addition in Harris County, Texas.

WITNESSED this the 3 day of October, A. D. 1950.

Hugh Wilkin, Trustee
C. Perkins

South Texas National Bank
By W. Browne Baker, Vice President

WITNESSED: W. C. Bowen, Assistant Cashier, (S.L.)

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared Hugh Wilkin, Trustee, 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 and in the capacity therein stated.

GIVEN under my hand and seal of office this the 3 day of October, A. D. 1950.

(SEAL)

Allen H. Kottwitz, Notary Public,
Harris County, Texas.

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared C. Perkins, 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.

16,325
Cont'd. P. 4.

(IVEN under my hand and seal of office this the 3 day
of October, A. D. 1950.

(SEAL)

Allen H. Kottwitz, Notary Public,
Harris County, Texas.

THE STATE OF TEXAS:
COUNTY OF HARRIS:

FOR , the undersigned authority, on this day personally appeared . Browne Baker, as Vice President of South 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 and as the act and deed of said Bank.

(IVEN under my hand and seal of office this the 7 day
of October, A. D. 1950.

(SEAL)

Leta DuLose, Notary Public, in
and for Harris County, Texas.

y Commission Expires 6-1-51.