

# 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 Heights 1*

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**

**RENEWAL AND EXTENSION OF RESTRICTIONS**

9/14  
6625  
SS

STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS       §

KNOW ALL MEN BY THESE PRESENTS:

On August 14, 1945, Braes Development Company executed that certain instrument (herein called the "Declaration"), filed for record in Volume 1400, Page 415 of the Deed Records of Harris County, Texas; and

The Declaration imposes certain restrictions on the lots comprising BRAES HEIGHTS, SECTION ONE (1), an addition to the City of Houston, Harris County, Texas, as per plat ("Plat") of said addition filed for record in the Office of the County Clerk of Harris County, Texas, under Volume 21, Page 63, in the Map Records of Harris County, Texas (the "Subdivision"); and

ll

By the terms of the Declaration, the covenants and restrictions set forth therein may be renewed and extended by written declaration, signed and acknowledged by the then owners of a majority of the square foot area of the lots in the Subdivision; and

The undersigned constitute Owners of a majority of square foot area of the lots in the Subdivision; and

The undersigned have agreed to renew and extend the covenants and restrictions set forth in the Declaration;

NOW, THEREFORE, the undersigned hereby ratify and confirm that they have the power to renew and extend the covenants and restrictions set forth in the Declaration, and that they have agreed, as evidenced by their signatures below, and do hereby collectively declare their agreement to renew and extend said Declaration for a period of ten years from the date of the filing of this instrument and acknowledged such agreement and declaration by their signatures below.

6625-11-13-09

# Braes Heights Section 1

VOL. 1400 PAGE 415 DEED RCDS.

#275330

DATED: Aug. 14 1945  
FILED: Oct. 12, 1945  
at 11:30 A.M.

## RESTRICTIONS

FROM: BRAES DEVELOPMENT CO.

TO: - - -

\* \* \* \* \*  
That the reservations, restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section No. I of Braes Heights Addition to the City of Houston, Harris County, Texas, consisting of Blocks One (1), Two (2), Three (3), Four (4), Five (5) and Block Six (6), lying and being situated in the R. W. Rose Survey, Harris County, Texas, as shown on map on file in the office of Braes Development Company, and which map shall be hereafter recorded in the Harris County Map Records, and that said blocks, together with the streets, drives, lanes, walks, roads, and park are hereby designated, and shall be known and described, as Section No. I of Braes Heights Addition to the City of Houston.

Said map has been duly authenticated by the President and Secretary of Braes Development Company, with proper certificates showing dedication of the streets, drives, lanes, walks, roads and park to the use of the present and future owners of the lots and to the public, subject to the reservations, restrictions and covenants herein contained, to the same extent as though copied at length in said dedication certificate and said map is subject to only such minor changes as, in the judgment of Braes Development Company, are necessitated by the efficient installation of improvements.

RESERVATIONS: That in so authenticating said map for record, and in so dedicating the streets, drives, lanes, walks, roads and park to the use of the present and future owners of said property and to the public, there shall be and are hereby reserved in Braes Development Company, the following rights, title and easements, which reservations shall be referred to and made a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Braes Development Company conveying said property or any part thereof:

(1) The legal and fee simple title in and to each and all of the several streets, drives, lanes, walks, roads and park as shown on said map or plat is hereby reserved in Braes Development Company, subject to the limited dedications herein expressed.

CONT'D.

(2) Braes Development Company reserves the exclusive right to construct and operate in, over, upon, along and under said streets, drives, lanes, walks, roads and park single or double tract street railroads or other transportation system or systems;

And to erect and maintain therein and thereon wires and poles for that purpose and for the purpose of constructing and maintaining a system of electric light, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along and under any and all of said streets, drives, lanes, walks, roads, and park, and along easements provided therefor, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, gas, light and power, telegraph and telephone service to said Addition and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) Braes Development Company reserves the necessary easements and rights of way for the purpose of constructing, maintaining and repairing a system or systems, of light, electric power, and telegraph and telephone line or lines, gas, sewers, or any other utility Braes Development Company sees fit to install across said lots, blocks and homesite tracts in said Section I of Braes Heights Addition, as shown on aforesaid map to be hereafter recorded in the Harris County Map Records, to which map and record reference is here made.

In addition to the easements herein designated and dedicated for the use of all public utility companies there is also dedicated for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane thirty (30) feet above the ground upward located adjacent to and on both sides of all designated easements in this addition.

(4) Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance. No garage, barn, servant's house or other such building shall be constructed on any lot in this addition that will have a roof or any portion of same to extend over the easement on said lots, and for the purpose of protecting the streets and benefiting the civic appearance of the addition the Grantor reserves the right at all times to permit the Houston Lighting and Power Company and the Southern Bell Telephone Company, the successors or assigns of said companies, or either of them at all times to enter along the interior

side of property line of all lots in this addition within a distance of eighteen (18) feet of said line, for the purpose of installing, maintaining, repairing, removing and replacing ground anchors.

This reservation is made with the understanding that if a ground anchor is installed on property of the Grantor herein which is later sold and because of such sale said anchor is not located on a line of the property sold, then within thirty (30) days after delivery by the then owner of said property to the utility companies of written request to remove same, said companies shall remove said anchor to the Owner's interior side property line.

(5) Braes Development Company reserves the right to make minor changes in and addition to the above easements for the purpose of most effeciently and economically installing the improvements.

(6) Neither Braes Development Company nor any utility company using the easements herein referred to, shall be liable for the damage done by either of them or their assigns, their agents, employees, or/servants, to shrubbery, trees, or flowers or other property of the owner situated on the land covered by said easements.

(7) It shall be and is expressly agreed and understood that the title conveyed by Braes Development Company to any lot or parcel of land-in said Addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm-sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Braes Development Company or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the Incorporated City or to any public service corporation or to any other party is hereby expressly reserved in Braes Development Company.

RESTRICTIONS: For the purpose of creating and carrying out a uniform plan for the improvement and sale of said Section No. I in said Addition and the lots, blocks and home-sites tracts of land therein contained as a high class restricted district, the following restrictions upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf

of Braes Development Company, conveying said property, or any part thereof, by appropriate reference to these restrictions, making the same a part of such conveyance to all intents and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot or parcel of land in said Addition for the benefit of each and every other lot or parcel and shall constitute covenants running with the land, and shall inure to the benefits not only to Braes Development Company, its successors and assigns, but of each and every purchaser of lands in said Addition and their assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions herein stated. All of the restrictions, covenants, reservations, liens and charges appearing herein, as well as those appearing in contract, deed or other conveyance, to any part of this property shall be construed together, but if any one of the same shall be held to be invalid, or, for any reason is not enforced, none of the other shall be affected or impaired thereby, but shall remain in full force and effect.

GENERAL RESTRICTIONS:

(1) These restrictions shall be effective until August 14, 1995, but at any time within five years before August 14, 1995, the then owners of a majority of the square foot area of the lots in this Addition may, by written declaration, signed and acknowledged by them, and recorded in the deed records of Harris County, Texas, extend these restrictions, conditions and covenants, (or any others hereafter adopted with reference to this property in accordance herewith) for a period of ten years additional and then similarly, for successive additional periods of ten years as often and as long as the owners of the majority of the square feet of the property may desire.

Such action, when taken, shall be binding upon all of the then owners of the property in said Section No. I in said Addition.

(2) This property shall be used for single-family residence purposes only.

(3) Only one single-family residence shall be constructed or permitted on each lot, homesite tract, or separate parcel of land as shown by said map.

(4) The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

(5) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

(6) No temporary structure, no garage, or garage-apartment, or servant's quarters shall be built on any lot except in connection with or after the main residence has been completed.

(7) No garage or servants' house shall be erected on any lots in said Section No. I with roof or outside walls of material or colors different from those used in the house or residence erected on such lot.

---

VOID BY FEDERAL STATUTE

(9) No trash ashes, or other refuse may be thrown or dumped on any vacant lot in the Addition.

(10) No livestock of any kind shall be staked or pastured on any vacant lot in the Addition.

(11) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

(12) Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed from property.

Until a home or residence is built on a lot, Braes Development Company may at its option have the grass, weeds

and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to reimburse Braes Development Company for the cost of such work.

(13) No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot; no fence, wall, or hedge shall be placed on any portion of the sites higher than four feet from the ground.

Should a hedge, shrub, tree, flower, or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Braes Development Company, and such encroachment is wholly at the risk of the owner.

(14) No signs, advertisements, billboards, or advertising structures may be erected or maintained on any of the land restricted.

(15) No cattle, hogs or other animals, rabbits, or poultry may be kept in any part of this property.

(16) No privy, cess pool, septic tank, or disposal plant shall be erected or maintained in any part of this property.

(17) No excavations, except such as are necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property.

(18) Braes Development Company may make other restrictions applicable to each lot by appropriate provision in the contract or deed, without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bond the respective parties in the same manner as though they had been expressed herein.

(19) Violation of any restriction, condition or covenant herein shall give Braes Development Company the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.



(20) Each of the restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through, or under it, shall be taken to hold, agree and covenant with the owner of said land and its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said land, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person, or persons, except in respect of breaches, committed during its, his or their seizing of or title to said land.

The owner or owners of any of the above described land and such other land as may hereafter be subjected to the terms hereof, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damage, and the failure of the Braes Development Company, or the owner of any other lot or tract of land hereby restricted, or subsequently subjected hereto, to enforce any of the restrictions herein set forth, at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Braes Development Company, may by appropriate agreement, assign, or convey to any person or corporation, all of the rights, restrictions and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its assigns, or grantees may, at their option, exercise, transfer or assign these rights or any one or more of them at any time, or times in the same way and manner, as though directly reserved by them or it in this instrument.

(21) All plans and specifications for improvement to be erected on lots in Braes Heights Addition, Section One, shall be approved by Braes Development Company, or their successors before any construction work is begun.

(22) The word "lot" may mean either any lot as platted, or any tract, or tracts, of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots as platted, upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Braes Development Company or from its successors or assigns. A "corner lot" shall be deemed to be any such lot as platted or any tract of land as conveyed, having more than one street contiguous to it. The street upon which the lot, or part thereof fronts, as hereafter provided, shall be deemed to be a front street; and any other street contiguous to any such lot shall be deemed to be a side street. It shall be and is expressly

agreed and understood that not more than one house shall be erected on the front of a lot or combination of a part or parts of one or more lots having a front footage of less than fifty-five (55) feet.

(23) No part of any residence may be erected or maintained on any of those lots, which are hereby restricted, nearer to the front street, or the side street, than is the front building line, or the side building line shown on said Plat of Braes Heights Addition, on the lot or lots on which such residence may be erected.

(24) No outbuilding, or part or parts thereof, may be erected or maintained on any of the lots, or parts or parts thereof, herein restricted, which is not wholly within thirty-five (35) feet of the rear line of said lot, or part or parts thereof, upon which it is erected, and in addition to the above, if erected on any corner lot, no part or parts of said outbuilding may be erected or maintained thereon nearer to any side street line of said property than twenty-five (25) feet except when built as an integral part of the main residence. The front line of a garage or outbuilding attached to a residence shall not extend beyond the front line of the main residence.

RESTRICTIONS AS TO PARTICULAR BLOCKS AND LOTS:

BLOCK 1, Lots 1 to 10 inclusive: No dwelling of which the ground floor area of the main structure exclusive of one-story open porches and garages, or garage apartments, shall be not less than 1200 square feet in the case of a one-story or one and one-half story structure nor less than 750 square feet in the case of a two or two and one-half story structure shall be permitted. For front and side building lines see Section 23 of general restrictions and Plat of Braes Heights Addition.

BLOCK 2, All Lots in Block 2: No dwelling of which the ground floor area of the main structure, exclusive of one-story open porches and garages, or garage apartments, shall be not less than 1200 square feet in the case of a one-story or one and one-half story structure nor less than 750 square feet in the case of a two or two and one-half story structure shall be permitted. For front and side building lines see Section 23 of general restrictions and Plat of Braes Heights Addition.

BLOCK 3, Lots 1 to 28 Inclusive: No dwelling of which the ground floor area of the main structure, exclusive of one-story open porches and garages, or garage apartments, shall be not less than 1200 square feet in the case of a one-story or one and one-half story structure nor less than 750 square feet in the case of a two or two and one-half story structure shall be permitted. For front and side building lines see Section 23 of general restrictions and Plat of Braes Heights Addition.

BLOCK 4, Lots 1 to 37 Inclusive: No dwelling of which the ground floor area of the main structure, exclusive of one-story open porches and garages, or garage apartments, shall be not less than 1200 square feet in the case of a one-story or one and one-half story structure nor less than 750 square feet in the case of a two or two and one-half story structure shall be permitted. For front and side building lines see Section 23 of general restrictions and Plat of Braes Heights Addition.

BLOCK 6, Lots 1 to 33 Inclusive: No dwelling of which the ground floor area of the main structures, exclusive of one-story open porches and garages, or garage apartments, shall be not less than 1200 square feet in the case of a one-story or one and one-half story structure nor less than 750 square feet in the case of a two or two and one-half story structure shall be permitted. For front and side building see Section 23 of general restrictions and Plat of Braes Heights Addition.

- - - - -

R450512

504-27-0075

RENEWAL AND EXTENSION OF RESTRICTIONS

06/22/95 00326749 R450512 \$ 53.00

*Restv*

STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

On August 14, 1945, Braes Development Company executed that certain instrument (herein called the "Declaration"), filed for record in Volume 1400, Page 415 of the Deed Records of Harris County, Texas; and

The Declaration imposes certain restrictions on the lots comprising BRAES HEIGHTS, SECTION ONE (1), an addition to the City of Houston, Harris County, Texas, as per plat ("Plat") of said addition filed for record in the Office of the County Clerk of Harris County, Texas, under Volume 21, Page 63, in the Map Records of Harris County, Texas (the "Subdivision"); and

*lee*

3

By the terms of the Declaration, the covenants and restrictions set forth therein may be renewed and extended by written declaration, signed and acknowledged by the then owners of a majority of the square foot area of the lots in the Subdivision; and

The undersigned constitute Owners of a majority of square foot area of the lots in the Subdivision; and

The undersigned have agreed to renew and extend the covenants and restrictions set forth in the Declaration;

NOW, THEREFORE, the undersigned hereby ratify and confirm that they have the power to renew and extend the covenants and restrictions set forth in the Declaration, and that they have agreed, as evidenced by their signatures below, and do hereby collectively declare their agreement to renew and extend said Declaration for a period of ten years from the date of the filing of this instrument and acknowledge such agreement and declaration by their signatures below.