

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 3

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

STATE OF TEXAS §
COUNTY OF HARRIS §

Y548731
06/17/05 300640003

\$36.25

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 was supplemented by instruments filed for record in Volume 1502, Page 512 and under N-609707 of the Deed Records of Harris County, Texas, which imposes certain restrictions on the lots comprising BRAES HEIGHTS, SECTION THREE (3), 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 25, Page 42-B, in the Map Records of Harris County, Texas (the "Subdivision"); and

By the terms of the Declaration and its supplements, 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 and in any supplements or amendments;

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 in its supplements and amendments, if any, and that they have agreed, as evidenced by their signatures below, and do hereby collectively declare their agreement to renew and extend said Declaration and supplements or amendments 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.

Handwritten notes: 24, 25, 27

Handwritten initials: ll

Braes Heights
Sec 3

VOL. 1502 PAGE 512 DEED RCDS.

DATED: 7/22/1946
D: 9/19/1946;
at 2:20 o'clock P.M.

#363562

SUPPLEMENTAL RESTRICTIONS

FROM: BRAES DEVELOPMENT COMPANY TO: - - - - -

**RESERVATIONS, RESTRICTIONS AND COVENANTS IN
BRAES HEIGHTS ADDITION, SECTION NO.3.**

Supplementing Resolution of August 14, 1945.

At a meeting of the Board of Directors of Braes Development Company, held in the office of the Corporation in Houston, Texas, on July 22, 1946, all of the Directors being present, the following resolution was adopted by unanimous vote.

BE IT RESOLVED: That Section No. 3 of Braes Heights Addition to the City of Houston, Harris County, Texas, consisting of Blocks 12, 13 and the North half of Block 14, lying and being situated in the P. W. Rose Survey, Harris County, Texas, be and the same is hereby added to Sections No. 1 and 2, Braes Heights Addition, and that the original resolution of August 14, 1945, adopted by the Board of Directors of Braes Development Company, including all stipulations, reservations, restrictions and covenants therein contained, be and the same are hereby adopted with reference to the lots and blocks in said Section No. 3, and made applicable thereto in so far as they consistently may be, the same as though set out word for word herein, and that as supplementing the contents of said original resolutions, the following additional reservations, restrictions and covenants are hereby adopted with special reference to the lots and blocks in said Section No. 3, Map of said Section No. 3, prepared by Braes Development Company, now on file in the office of Braes Development Company, now on file in the office of Braes Development Company and which shall be hereafter recorded in the Harris County Map Records has been duly authorized by the President and Secretary of Braes Development Company with proper certificate showing dedication of 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. The resolution of August 14th, 1945, referred to above, was recorded in Vol. 1400, Page 415, Deed Records of Harris County, Texas.

CERTIFIED: A TRUE COPY OF PORTION OF INSTRUMENT AS RECORDED.

AMERICAN TITLE GUARANTY CO.

By *Janet Evans*
SECRETARY

RESERVATIONS

(1) 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, 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 No. 3 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.

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

RESTRICTIONS AS TO PARTICULAR BLOCKS AND LOTS.

All Lots in Blocks 12, 13 and North half of Block 14:

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 1,000 sq.ft. in the case of a one-story, or one and one-half story structure not less than 750 sq.ft. in the case of a two or two and one half story structure shall be permitted. For front building lines see general restrictions and Plat of Braes Heights Addition, Section 3. Also no part of any residence may be erected or maintained nearer than 5 ft. to any inside property line or nearer than 15 ft. to any other building and no garage, garage apartment or other outbuilding may be erected or maintained nearer than 3 ft. to any inside property line. All drive ways shall be on West side of main building or along the rear of the lot from the side street, 3 ft. from the easement.

BRAES DEVELOPMENT COMPANY

ATTEST:

R. D. Hebert,
Secretary

By H. R. Houck, President

(NO SEAL SHOWN- EXCEPT ON ACK.)

R450510

08/22/95 00386747 R450510 \$ 34.00

504-27-0060

RENEWAL AND EXTENSION OF RESTRICTIONS

Restr

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 was supplemented by instruments filed for record in Volume 1502, Page 512 and under N-609707 of the Deed Records of Harris County, Texas, which imposes certain restrictions on the lots comprising BRAES HEIGHTS, SECTION THREE (3), 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 25, Page 42-B, in the Map Records of Harris County, Texas (the "Subdivision"); and

lee

By the terms of the Declaration and its supplements, 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

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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 as supplemented or amended;

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 its supplements, 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.

Braes Heights
General Restrictions
from Braes Heights 1
which apply to all
Braes Heights Sections

VOL. 1400 PAGE 415 DEED RCDS.
CONT'D #4

~~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, Graes 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 bind 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.

BRAES HEIGHTS ADDITION SECTION NO. 3

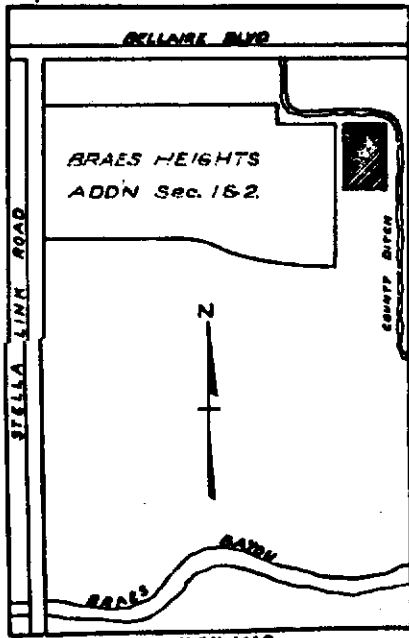
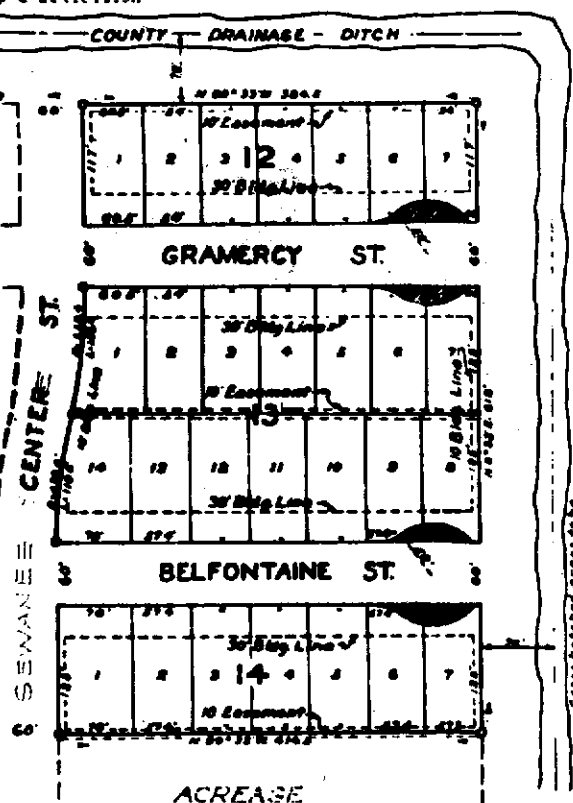
BEING 7.55 ACRES OUT OF THE P.W. ROSE SURVEY
HARRIS COUNTY TEXAS

Scale: 1:100'

July 1946

HEIGTS
Sections 1 & 2

BRAES



Cross-hatched areas to be reserved for the use of the City of Houston.

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

MAR 29 1984

ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY TEXAS



DEED

RECORDS

AMENDMENT TO RESTRICTIONS

Lot 5, Block 12, B. Hts Sect. 3

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

WHEREAS, 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

WHEREAS, the Declaration imposes certain restrictions on lots comprising the First Section of BRAES HEIGHTS ADDITION, 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; and

WHEREAS, on July 22, 1946, Braes Development Company executed that certain instrument (herein called the "Declaration Supplement"), and filed the Declaration Supplement on September 19, 1946, supplementing the Declaration of August 14, 1945, filed for record in Volume 1502, Page 512 of the Deed Records of Harris County, Texas; and

WHEREAS, the Declaration Supplement incorporates by reference the Declaration and imposes certain restrictions on the lots comprising BRAES HEIGHTS ADDITION, SECTION THREE, an addition to the City of Houston, Harris County, Texas as per plat (Plat) of said addition in the map records of Harris County, Texas (herein called the "Subdivision"); and *lee*

WHEREAS, the undersigned constitute the owners of the majority of the square foot area of the lots in the Subdivision; and

WHEREAS, the undersigned has voted and agreed to change the covenants and restrictions as set forth in the Declarations with respect to Lot Five (5), Block Twelve (herein called the "Lot").

NOW, THEREFORE, in consideration of the premises, the undersigned hereby ratify and confirm that they have the power to change the covenants and restrictions set forth in the Declarations, as supplemented, and that they have by vote agreed to change said covenants and amend the Declaration Supplement as follows;

1. The paragraph entitled "Restrictions as to Particular Blocks and Lots - All Lots and Blocks, 12, 13 and North half of Block 14 states the following:

"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 1,000 square feet in the case of a one-story, or one and one-half story structure not less than 750 square feet in the case of a two or two and one-half story structure shall be permitted. For front building lines are general restrictions and Plat of Braes Heights Addition, Section 3. Also no part of any residence may be erected or maintained nearer than five (5) feet to any inside property line or nearer than fifteen (15) feet to any other building and no garage, garage apartment or other outbuilding may be erected or maintained nearer than three (3) feet to any inside property line. All drive ways shall be on the West side of the main building, except corner lots, drive ways must be on the West side of the main building or along the rear of the lot from the side street, three (3) feet from the easement."

The above referenced paragraph shall be supplements with the addition of the following paragraph;

"Notwithstanding the provisions of the restrictions stated above, no part of any residence may be erected or maintained on Lot Five (5), Block Twelve (12) nearer than five (5) feet to any side property line, or other out building may be erected or maintained on the above referenced Lot nearer then three (3) feet to any side property line.

2. The foregoing agreements, covenants and restrictions are imposed upon and made applicable to all Lots and Tracts in the Subdivision and shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by each owner of a Lot or Tract in the Subdivision or any part thereof, and their respective heirs, legal representatives, successors and assigns.
3. Invalidation of any one or more of the foregoing agreements, covenants or restrictions by judgment or court order shall in no way effect any other provision, and all such other provisions shall remain in full force and effect.
4. Except as hereby amended, the Declaration and Declaration Supplement shall remain unchanged and shall continue in full force and effect.
5. The owners of property in the subdivision who do not sign the instrument must file suit under Section 201.010 before the 181st day after the date on which the Notice and Certificate of Compliance, to

509-21-2786

be sent at an alternate date to the owners, is filed in order to challenge the procedures followed herein in adding or modifying the above described restrictions.

6. The owners of the property in the subdivision who do not sign this instrument may delete their property from the operation of the above described addition or modification by filing a statement as described in Section 201.009(b) of the Texas Property Code, as amended in 1991, before one year after the date on which the owner receives actual notice of the filing of the instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 14 day of July, 1996.

Mark Appropriate
Option with "X"
Property Property
to be to be
Included Exclude (33)

Lot 5, Block 12 Tom + Kaki Vallejo
of the Subdivision Printed Name: Tom + Kaki Vallejo
3510 Gramercy
Houston TX 77025
Street address

Dt 20w

Lot 7, Block 12 Douglas R Bird
of the Subdivision Printed Name: Douglas R. BIRD
3502 Gramercy
Houston 77025
Street address

low

Lot 7, Block 13 Cliff Rhoades
of the Subdivision Printed Name: Cliff Rhoades
3501 Gramercy
Hou 77025
Street address

low

AMENDMENT TO RESTRICTIONS

Lot 7, Block 14, Sect. 3, Br. Hghts.

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 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

WHEREAS, the Declaration imposes certain restrictions on lots comprising the First Section of BRAES HEIGHTS ADDITION, 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; and

WHEREAS, on July 22, 1946, Braes Development Company executed that certain instrument (herein called the "Declaration Supplement"), and filed the Declaration Supplement on September 19, 1946, supplementing the Declaration of August 14, 1945, filed for record in Volume 1502, Page 512 of the Deed Records of Harris County, Texas; and

WHEREAS, the Declaration Supplement incorporates by reference the Declaration and imposes certain restrictions on the lots comprising BRAES HEIGHTS ADDITION, SECTION THREE, an addition to the City of Houston, Harris County, Texas as per plat (Plat) of said addition in the map records of Harris County, Texas (herein called the "Subdivision"); and

WHEREAS, the undersigned constitute the owners of the majority of the square foot area of the lots in the Subdivision; and

WHEREAS, the undersigned has voted and agreed to change the covenants and restrictions as set forth in the Declaration with respect to Lot 7 (7), Block Fourteen (14) (herein called the "Lot").

NOW, THEREFORE, in consideration of the premises, the undersigned hereby ratify and confirm that they have the power to change the covenants and restrictions set forth in the Declarations, as supplemented, and that they have by vote agreed to change said covenants and amend the Declaration Supplement as follows;

1. The paragraph 13 of General Restrictions applicable to All Lots and Blocks, 12, 13 and North half of Block 14 states the following:

"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 place on any portion of the sites higher than four feet from the ground."

The above referenced paragraph shall be supplemented with the addition of the following paragraph:

"Notwithstanding the provisions of the restrictions stated above, the fence on Lot 7, Block 14 may be placed Eighteen (18) feet nearer the street to the North than is permitted for the house on said lot."

2. The foregoing agreements, covenants and restrictions are imposed upon and made applicable to all Lots and Tracts in the Subdivision and shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by each owner of a Lot or Tract in the Subdivision or any part thereof, and their respective heirs, legal representatives, successors and assigns.

3. Invalidation of any one or more of the foregoing agreements, covenants or restrictions by judgment or court order shall in no way effect any other provision, and all such other provisions shall remain in full force and effect.

4. Except as hereby amended, the Declaration and Declaration Supplement shall remain unchanged and shall continue in full force and effect.

5. The owners of property in the subdivision who do not sign the instrument must file suit under Section 201.010 before the 181st day after the date on which the Notice and Certificate of Compliance, to be sent at an alternate date to the owners is filed in order to challenge the procedures followed herein in adding or modifying the above described restrictions.

6. The owners of the property in the subdivision who do not sign this instrument may delete their property from the operation of the above described addition or modification by filing a statement as described in Section 201.009(b) of the Texas Property Code, as amended in 1991, before one year after the date on which the owner receives actual notice of the filing of the instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 6th day of Dec., 1996.

PLEASE REFER, ALSO, TO ACCOMPANYING LETTER AND SIGNATURES.

Lot 5, Block 14

of the Subdivision Printed Name: CHAU NGUYEN TRUCNG

3511 Redfortain
Houston, Tx 77025
Street address

Lot 6, Block 14

of the Subdivision Printed Name: SALLY CUNNINGHAM

3507 Redfortain
Houston, Tx. 77025
Street address

MEMO

N609707

019-42-2052

AMENDMENT TO RESTRICTIONS

04/03/92 00007900 N609707 \$ 38.00

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 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

WHEREAS, the Declaration imposes certain restrictions on the lots comprising the First Section of BRAES HEIGHTS ADDITION, 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; and

WHEREAS, on July 22, 1946, Braes Development Company executed that certain instrument (herein called the "Declaration Supplement"), and filed the Declaration Supplement on September 19, 1946, supplementing the Declaration of August 14, 1945, filed for record in Volume 1502, Page 512 of the Deed Records of Harris County, Texas; and

WHEREAS, the Declaration Supplement incorporates by reference the Declaration and imposes certain restrictions on the lots comprising BRAES HEIGHTS ADDITION, SECTION THREE, an addition to the City of Houston, Harris County, Texas as per plat ("Plat") of said addition in the map records of Harris County, Texas (herein called the "Subdivision"); and

WHEREAS, the undersigned constitute the owners of the majority of the square foot area of the lots in the Subdivision; and

WHEREAS, the undersigned has voted and agreed to change the covenants and

turn to:
L. J. Urquhart
1 St. James #500
Houston 77056

restrictions set forth in the Declaration with respect to Lot Seven (7), Block Fourteen (14); Lots Seven (7) and Eight (8), Block Thirteen (13); and Lots Six (6) and Seven (7), Block Twelve (12) (collectively called the "Lots").

7

NOW, THEREFORE, in consideration of the premises, the undersigned hereby ratify and confirm that they have the power to change the covenants and restrictions set forth in the Declaration, as supplemented, and that they have by vote agreed to change said covenants and amend the Declaration Supplement as follows:

1. The paragraph entitled "Restrictions as to Particular Blocks and Lots - All Lots and Blocks, 12, 13 and North half of Block 14 states the following:

"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 1,000 square feet in the case of a one-story, or one and one-half story structure not less than 750 square feet in the case of a two or two and one-half story structure shall be permitted. For front building lines are general restrictions and Plat of Braes Heights Addition, Section 3. Also no part of any residence may be erected or maintained nearer than five (5) feet to any inside property line or nearer than fifteen (15) feet to any other building and no garage, garage apartment or other outbuilding may be erected or maintained nearer than three (3) feet to any inside property line. All drive ways shall be on West side of main building, except on corner lots, drive ways must be on West side of main building or along the rear of the lot from the side street, three (3) feet from the easement."

The above referenced paragraph shall be supplemented with the addition of the following paragraph:

"Notwithstanding the provision of the restrictions stated above, no part of any residence may be erected or maintained on Lot 7, Block 14, and Lots 7 and 8, Block 13, nearer than five (5) feet to any side property line or nearer than ten (10) feet to any other building and no garage, garage apartment, or other out building may be erected or maintained on the above referenced Lots nearer than three (3) feet to any side property line; and no part of any residence may be erected or maintained on Lot Six (6), Block Twelve (12), nearer than three (3) feet to the east side property line or nearer than five (5) feet from the west side property line; no part of any residence may be erected or maintained on Lot Seven (7), Block Twelve (12) nearer than five (5) feet to any side property line or nearer than eight (8) feet to any other building erected on Lot Six (6), Block Twelve (12)."

2. The foregoing agreements, covenants and restrictions are imposed upon and made applicable to all Lots and Tracts in the Subdivision and shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by each owner of a Lot or Tract in the Subdivision or any part thereof, and their respective heirs, legal representatives, successors and assigns.

3. Invalidation of any one or more of the foregoing agreements, covenants or restrictions by judgment or court order shall in no way effect any other provision, and all such other provisions shall remain in full force and effect.

4. Except as hereby amended, the Declaration and Declaration Supplement shall remain unchanged and shall continue in full force and effect.

5. The owners of property in the subdivision who do not sign this instrument must file suit under Section 201.010 before the 181st day after the date on which the Notice

and Certificate of Compliance, to be sent at a later date to the owners, is filed in order to challenge the procedures followed herein in adding or modifying the above described restrictions.

6. The owners of the property in the subdivision who do not sign this instrument may delete their property from the operation of the above described addition or modification by filing a statement as described in Section 201.009(b) of the Texas Property Code, as amended in 1991, before one year after the date on which the owner receives actual notice of the filing of this instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the

31st day of March, 1992.

Mark Appropriate Option with "X"

Property to be Included Property to be Excluded

Lot 7, Block 14
of the Subdivision
3501 Bellefontaine
Houston 77025
Street address

H.R. Pitman & Wm. Edward Bryan, Jr.
Printed Name: H.R. Pitman & Wm. Edward Bryan

1405
702

Lot 4, Block 13
of the Subdivision
3513 Glenview
Houston 77025
Street address

Carol Gradziel
Printed Name: Carol Gradziel

102

Lot 6, Block 13
of the Subdivision
3505 Glenview
Houston 77025
Street address

Patricia McCracken
Printed Name: PATRICIA McCracken

102