

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 7

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

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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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 2126, Page 513 of the Deed Records of Harris County, Texas, which imposes certain restrictions on the lots comprising BRAES HEIGHTS, SECTION SEVEN (7), 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 34, Page 37, 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.

FILED: July 20, 1950 at 9.45 A.M.

Bert R. Coats

RESERVATIONS, RESTRICTIONS AND COVENANTS IN BRAES HEIGHTS ADDITION, SECTION NO. 7
Supplementing Resolutions of Braes Development Company of August 14th, 1945

Section

I, Bert R. Coats, on July 20, 1950 adopted the following as restrictions for Braes Heights, Section 7.

Block 14

BE IT RECEIVED: That Section No. 7 of Braes Heights Addition to the City of Houston, Harris County, Texas, consisting of Lots 1, 2, 3, 4, 5, 6 and 7, lying and being situated in the P. W. Rose Survey Harris County, Texas, be and the same is hereby added to Section 1, Braes Heights Addition, and that the original resolution of Braes Development Company of August 14th, 1945, adopted by the Board of Directors of Braes Development Company including all stipulations, reservations, restrictions and covenants therein contained, except Paragraph 8 of General Restrictions of Section 1 which shall not apply to this section, be and the same are hereby adopted by Bert R. Coats with reference to the lots and blocks in said Section No. 7, 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 of Braes Development Company, the following additional reservations, restrictions and covenants are hereby adopted with special reference to the lots and blocks in said Section No. 7, Map of said Section No. 7 prepared by Bert R. Coats, now on file in the office of Bert R. Coats, and which shall be hereafter recorded in the Harris County Map Records has been duly authenticated by Bert R. Coats with proper certificate showing dedication of streets, drives, lanes, walks, roads and parks, 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 Bert R. Coats are necessitated by the efficient installation of improvements. The resolution of Braes Development Company of August 14th, 1945, referred to above was recorded in Vol. 1400, page 415, Deed Records of Harris County, Texas.

RESERVATIONS (1) Bert R. Coats 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. Bert R. Coats sees fit to install across said lots, blocks, and homesteads in said Section No. 7 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) Bert R. Coats reserves the right to make minor changes in and additions to the above easements for the purpose of most efficient and economically installing the improvements.

RESTRICTIONS AS TO PARTICULAR BLOCKS AND LOTS

All Lots in Section No. 7

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

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Cont'd pg # 2

one-story or one and one-half story structure, nor less than 850 square feet 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 No. 7. Also, no part of any residence may be erected or maintained nearer than five (5) feet to any East inside property line and ten (10) feet from any West inside property line and no garage, garage apartment or other outbuilding may be erected or maintained nearer than three (3) feet to any inside property line. All driveways shall be on West side of Main building, except on corner lots drive ways shall be on West side of main building or along the rear of the lot from the side street, three (3) feet from the easement.

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, Praes 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.

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RENEWAL AND EXTENSION OF RESTRICTIONS

504-27-0071

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STATE OF TEXAS §
COUNTY OF HARRIS §
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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 2126, Page 513 and under N-795047 of the Deed Records of Harris County, Texas, which imposes certain restrictions on the lots comprising BRAES HEIGHTS, SECTION SEVEN (7), 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 34, Page 37, in the Map Records of Harris County, Texas (the "Subdivision"); and

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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 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.

AGREEMENT TO VARIANCE FROM DEED RESTRICTIONS

This Agreement is entered into by the undersigned parties and shall become effective on the date the same is filed in the Real Property Records of Harris County, Texas.

RECITALS

- A. James T. Harris and Maurine Harris, husband and wife, (the "Harrises") own Lot 1, Braes Heights Section Seven (7), an addition to the City of Houston, Harris County, Texas, (the "Lot"), as per the map or plat thereof recorded under Volume 34, Page 37, Map Records of Harris County, Texas (the "Subdivision").
- B. The Lot is subject to certain restrictive covenants, as they have been previously amended, filed of record under Vol. 1400, Page 415 and under Vol. 2126, Page 513 of the Deed Records of Harris County, Texas, and supplemented by instruments recorded under Harris County Clerk's File numbers N795047 and R450511 (collectively the "Restrictions").
- C. The Restrictions provide, among other things, that no part of any residence may be erected or maintained nearer than ten feet from any west property line of the Lot and that the driveway servicing the Lot shall be on the west side of such Lot.
- D. The Harrises wish to construct and maintain (i) a wrought iron and concrete (or masonry) fence between the proposed residence to be located on the Lot and the west boundary line of the Lot as well as (ii) a circular driveway and parking court along the south side of the Lot.
- E. The Harrises have requested a variance to the Restrictions to permit the above and the undersigned parties hereby agree as follows:

AGREEMENTS

1. The undersigned parties, being all of the current fee simple owners of lots in the Subdivision, hereby grant a variance from the existing Restrictions to the Harrises and agree that the Harrises may construct and maintain a wrought iron and concrete (or masonry) fence and gate within the 10' set back line along the west side of the Lot and to construct and maintain a circular driveway and parking court along the south side of the Lot.
2. Nothing contained herein shall be deemed to be an agreement to waive any of the other provisions of the Restrictions, or grant any consent or variance for any other lot within the Subdivision. The parties hereby agree that the Restrictions remain in full force and effect as written, except to the extent modified herein.
3. This Agreement shall be binding upon all of the parties, and their respective heirs, legal representatives, administrators, executors and assigns, and may be relied upon by the Harrises.

4. This document may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same instrument.

Each of the undersigned has executed this instrument on the date indicated by each signature, to be effective as of the date this instrument is filed in the Real Property Records of Harris County, Texas.

Lot 1, of the Subdivision

Date: _____

James T. Harris
JAMES T. HARRIS, III

Maurine Harris
MAURINE HARRIS

Lot _____, of the Subdivision

Date: _____

Nicole M. Ehni
Printed Name: Nicole M Ehni
713 668-4931

Pos. GenT's
Printed Name: VINCENT VALLONE

Lot 7, of the Subdivision

Date: 23rd JAN. 99
Lot 4

Michelle L. Dallas
Printed Name: Michelle L. Dallas
713 706 7-3616

Printed Name: _____

Lot 6, of the Subdivision

Date: _____

Paula L. Reid
Printed Name: PAULA L. Reid
713-660-6432

Printed Name: _____

Lot 2, of the Subdivision

Date: _____

Kathleen M. Sayer
Printed Name: Kathleen M. Sayer
Lot 5, of the Subdivision

Printed Name: _____

Lot _____, of the Subdivision

Date: _____

Printed Name: _____

Printed Name: _____

Lot _____, of the Subdivision

Date: _____

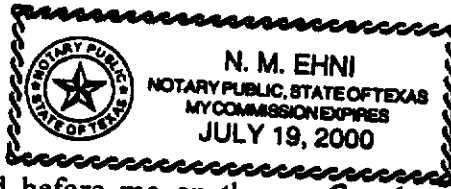
Printed Name: _____

Printed Name: _____

STATE OF TEXAS

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COUNTY OF HARRIS



This instrument was acknowledged before me on the 23 day of January, 1999, by ~~James E. Harris~~ and Maurine Harris.

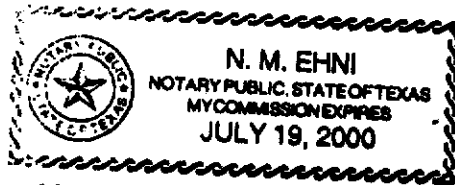
N. M. Ehni

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HARRIS



This instrument was acknowledged before me on the 23 day of January, 1999, by

Vincent Vallone,
Michelle L. Dallas,
Paula L. Reid,
Kathleen M. Sayers,
Catherine K. Joe, and _____

N. M. Ehni

Notary Public, State of Texas