

## **BRAESWOOD DEED RESTRICTIONS**

**for Section 1, Braeswood Addition, Braeswood Extension**

### **DISCLAIMER**

**This booklet contains a reproduction of the deed restrictions applicable to Braeswood Section 1, sometimes known as “Old Braeswood”.**

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**Any restriction included herein based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income, or ancestry, is void as provided by state and federal fair housing laws. [Racial restrictions were ruled invalid under Shelley v. Kraemer, 334 U.S. 1, 68 S. Ct. 386, 92 L. Ed. 1161 (1948).]**



## RESTRICTIONS

By: Braeswood Corporation

Dated: March 7, 1928

Recorded: Volume 768, Page 218, Deed Records

Copy of Resolution.

Reservations, Restrictions and covenants in Braeswood Addition, Houston, Texas. . . . Braeswood Corporation, hereinafter called Braeswood,. . . on March 7th, 1928. . . adopted by unanimous vote: . . . That the reservations restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Blocks 6 and 7, 10, 11, 12 and 13, and Blocks 18, 19 and 20, excepting Lots 1 to 5, both inclusive, in Block 6 of Section I, of Braeswood Addition to the City of Houston, said Section I of Braeswood Addition comprising approximately 81.9 gross acres of land, 54.0 acres of which are out of Tract No. 1, and 27.9 acres of which are out of Tract No. 2, described in that certain deed from John H. Kirby to Braeswood Corporation, dated June 25, 1937, and recorded in Vol. 715, page 141, of the Deed Records of Harris County, Texas, said land being in the P. W. Rose Survey, Harris County, Texas, as shown on map prepared by W. G. Farrington, Engineer, on file in the office of Braeswood (at San Jacinto Trust Company), and hereafter to be recorded in Harris County Record of Maps and Plats, and that said Blocks, together with the adjoining boulevards, courts, streets, drives, lanes, walks and roads, and together with such additional real estate as may hereafter be selected are hereby designated, and shall be known and described as Braeswood Addition to the City of Houston. Said map is subject to such minor changes as, in the judgment of Braeswood, are necessitated by the contour of the ground and the efficient installation of improvements. After such correction, said map will be authenticated by the President and Secretary of Braeswood, with proper certificates showing dedication of the boulevards, courts, streets, drives, lanes, walks and roads, to the use of the present and future owners of the lots, subject to the reservations, restrictions and covenants herein contained to the same extent as though copied at length in said dedication certificate. Reservations, Restrictions and Covenants. The land shown on said plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants set forth in the various subdivisions of this instrument, to-wit:

### No. 1 Definitions

"A corner lot" is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has its smaller dimension, except the lots specifically mentioned below and except where Braeswood shall designate in any deed conveying

any corner lot hereafter made by it, the street on which said corner lot shall thereafter be considered as fronting.

Lots 1, 6, and 10, Block 7; Lots 1, 3 and 4, Block 10; Lot 11, Block 11; Lot 11, Block 12, Lots 3 and 6, Block 18, ; Lot 11, Block 19; and Lot 1, Block 20 shall be deemed to front on both streets. Lot 8, Block 13; and Lot 13, Block 20 shall be deemed to front on three streets.

Braeswood, in the deed to any corner lot or at any time with the consent, in writing, of the holder of the fee simple title thereto, may designate a different street than the one upon which such lot shall be deemed to front.

The street upon which a lot fronts, as above provided shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street. The word "plot" as used in this instrument is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot. Every plot

shall be deemed to front on the street on which the lot or lots constituting said plot fronts, unless the lot or lots front on more than one street, in which case it shall be deemed to front on both streets. By "building limit line" as here used, is meant the line marked building limit line as shown on the plat or as changed by Braeswood in accordance with the provisions herein. An "outbuilding," as that word is used in this instrument, is intended to mean an enclosed covered structure not directly attached to the residence which it serves.

The word "Street" as used in these restrictions shall include any street, drive, boulevard, road, lane, way, terrace, or court as shown on the plat.

#### No. 2. Use of Land.

The lots shall be used for private residence purposes only, and no store or business house, flat or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, and such outbuildings as are customarily appurtenant to residence, each dwelling house being detached and being designated for occupancy by a single family only, except on Lots 1 to 5 both inclusive, in Block 6, on which duplexes designated for occupancy by two families only, will be permitted. No garage or outbuilding on this property shall be used as a residence or living quarters except by servants engaged on the premises, or except during construction of residences for a period of not exceeding six months.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the Addition. 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. Grass, weeds and vegetation on each lot conveyed must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Until a home or residence is built on a lot, Braeswood may, at its option,

have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and the owner of such lot shall be obliged to reimburse Braeswood for the cost of such work. No privy, cess-pool, septic tank or disposal plant shall be erected or maintained on any part of this property unless written permission be obtained from Braeswood.

No. 3. Approval of Plans.

No building, fence, wall or other structure shall be commenced erected, or maintained, nor shall any addition thereto or change or alterations therein be made until plans and specifications, color scheme, plot, plan and grading plan therefor, or information satisfactory to Braeswood, shall have been submitted, to and approved, in writing by Braeswood, and a copy thereof as finally approved lodged with the Company. In so passing upon such plans, specifications, and other requirements, Braeswood may take into consideration, the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building on other structure as planned, on the outlook from adjacent or neighboring property.

No. 4. Height and Material.

Any residence erected on any plot shall be a full two-story residence, except that a residence other than full two-story structure may be erected with the written approval of Braeswood. The principal exterior material of any residence shall be of stucco, masonry, or similar material satisfactory to Braeswood.

No. 5. Frontage.

Every residence erected on any plot shall front or present a good frontage on the streets on which said plot fronts. Houses on corner lots shall have a presentable frontage on both, or all streets, on which said lots front. Every residence erected on any plot shall have appurtenant to it and not occupied by any other residence at least 50 feet of ground fronting on the street or streets on which the plot fronts, except as listed below:

Any residence erected wholly or partially on any of the lots listed below shall have appurtenant to it and not occupied by any other residence the amount of ground as listed, except that in a residence erected partially on two or more lots where the requirements differ the smaller frontage required shall govern.

On corner lots having a radius on the outside corner, the measurements shall be taken to the intersection of the tangents of the radius. Lots 2 to 16, both inclusive and Lots 19 to 28, both inclusive, Block 6; Lots 11, 12 and 13, Block 7; 65 feet. Lots 1 and 29, Block 6; Lots 2, 3, 7, 8, 9, Block 7; Lots 5 to 10, both inclusive, Block 11; Lots 14 to 20, both inclusive, Block 12; Lots 1 to 5, both inclusive and Lots 11 to 15, both inclusive, Block 13; Lots 4 and 5, Block 18, 75 feet. Lot 17, Block 6; Lot 4, Block 7; Lots 1 to 4, both inclusive, and Lots 12 to 18, both inclusive, Block 11; Lots 12 and 13, Block 12; Lots 6, 7, 9, 10 and

16, Block 13: Lots 1 to 5, both inclusive, Block 19; 90 feet. Lot 5, Block 7; Lots 5 and 6, Block 8, Lot 21, Block 12; Lots 7 to 10, both inclusive, Block 19; Lots 2 to 7, both inclusive, Block 20; 100 feet. Lots 2 and 5, Block 10; Lots 6 and 11, Block 19; Lots 8, 9, and 10, Block 20; Lot 12, Block 20; 125 feet. Lots 1 and 6, Block 7; 175 feet on each street.

Lot 10, Block 7; 130 feet on Main Street and 110 feet on Green Briar Drive. Lot 1, Block 10, 175 feet on each street. Lot 3, Block 10, 175 feet on Underwood Boulevard and 185 feet on Morningside Drive. Lot 4, Block 10, 250 feet on each street. Lot 11, Block 11, 125 feet on Bluebonnet Boulevard and 165 feet on Morningside Drive. Lot 11, Block 12, 150 feet on Glenn Haven Boulevard and 160 feet on Morningside Drive. Lot 8, Block 13, 350 feet on all streets. Lot 3, Block 18, 150 feet on Kelving Drive, and 125 feet on Bluebonnet Boulevard. Lot 6, Block 18, 180 feet on Morningside Drive and 150 feet on Bluebonnet Boulevard. Lot 11, Block 19, 125 feet on Underwood Boulevard and 165 feet on Morningside Drive.

Lot 1, Block 20, 100 feet on Underwood Boulevard and 200 feet on Morningside Drive. Lot 14, Block 20, 350 feet on all streets. If the plot consists of one lot only, and the frontage of such lot is less than Fifty (50) feet, then the minimum quantity aforesaid of 50 feet may be reduced as applying to the lot in question, to the frontage of said lot.

No. 6. Set Back of Residence from Street Line.

No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or the side street, than the front building limit line or the side building limit line of the lot or lots on which such building may be erected, as shown on said plat; provided, however, that Braeswood, may, having the fee simple title to said lot, change said building limit lines, or at any time thereafter, with the consent in writing of the record owner of the fee simple title to such lot, change said building limit lines, or may change the building limit lines which it may have established by said deed; provided, however, that no change may be made at any time which will bring the front or side building limit more than five feet nearer to the front or side street. Covered or uncovered, but not enclosed, porches, balconies, portecocheres and terraces, may extend beyond the front building limit line not more than twelve feet, or beyond the side building limit line not more than ten feet. Bay or other windows, vestibules, and stairway landings, other than full two-story windows, vestibules and landings; cornices, spoutings, chimneys or other similar projections, may extend not more than four feet beyond the front building limit line and not more than four feet beyond the side building limit line. Steps not higher than the level of the first floor may extend beyond the front or side building limit line. By building limit line as here used is meant the building limit line as shown on the plat, or as changed by Braeswood in accordance with the next preceding paragraph.

No. 7. Free Space

No part of any residence shall be erected or maintained on any of the lots in this addition nearer than 6 feet to the side property line of the plot upon which it is erected, in portions of this addition where the required minimum frontage for a plot is less than 90 feet, or nearer than 10 feet to the side property line where the required minimum frontage for a plot is 90 feet or more; except that cornices, spoutings, chimneys and purely ornamental projections may extend four feet nearer said property line; provided that no residence, including attached garages, attached greenhouses, enclosed or unenclosed porches, but exclusive of projections listed above, shall occupy more than 80% of the width of the plot measured at the front building limit line. It is provided, however, that the maximum width of any residence which may be erected on any of said lots, may, with the consent in writing of Braeswood, be increased by not to exceed 10% of the width of any such plot, measured as above provided. It is further provided that the required clearance from the side lines of the lot as herein provided may, with the consent in writing of Braeswood be reduced by not to exceed 33 1/3% of the amount of such required clearance; provided, however, that this reservation shall in no way whatever, affect the provision relative to the change in said building limit lines as set forth in Section 6 herein.

No.8. Setback of Outbuildings from Street.

No outbuildings, exclusive of cornices, spoutings, chimneys and purely ornamental projections, shall be erected or maintained on any of the said lots nearer to the front street or the side street, than the outbuilding limit line of the lot or lots on which said outbuildings may be, erected, as shown on said plat; provided, however, that Braeswood, in the deed for any of said lots, may change said outbuilding limit line, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said outbuilding limit line, or may change the outbuilding limit line which it may have established by said deed; provided, further, that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or more than ten feet nearer to the side street than the outbuilding limit line shown on said plat; and provided, further, that no change may be made at any time which will permit the erection or maintenance on any lot of any such outbuildings nearer to the front street than the outbuilding limit line shown on this plat, without the consent in writing of the then record owner of the fee simple title to the contiguous lot or lots which fronts or front on the same street, or which will permit the erection or maintenance on any lot of any outbuilding nearer to the side street than the outbuilding limit line shown on this plat; without the consent in writing of the then record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every outbuilding, except a greenhouse, erected on any of said lots shall, unless Braeswood consents in writing, correspond in style and architecture to the residence to which it is appurtenant and shall be of the same exterior material as such residence.

No. 9. Outbuilding Free Space Required

No outbuildings, exclusive of greenhouses and exclusive of cornices, spoutings, chimneys and purely ornamental projections erected on any of said lots, shall occupy more than 50% of the width of the plot upon which said outbuildings are erected, measured along the rear line of said plot; provided, however, that in no case shall the width of any such outbuildings, other than greenhouses, be more than 35 feet without the consent in writing of Braeswood. In the case of more than one such outbuilding being erected on any plot, the combined width of such outbuildings shall not exceed the width provided for by this section for a single building; any greenhouse, exclusive of other outbuildings, may not exceed a maximum width of 20 feet, without the consent in writing of Braeswood, provided, further, that the combined width of greenhouses, and other outbuildings erected or maintained on any lot at any one time may not exceed 60% of the width of the plot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings may, with the consent in writing of Braeswood, be increased by not to exceed 10% of the width of the plot; measured along the rear line thereof; and provided, further, that the width of any outbuilding, other than greenhouses, may with the consent in writing of Braeswood, be increased by not to exceed 10% of the width of the plot upon which it is erected, measured along the rear line thereof; and still further provided, that on corner lots having an angle or angles in the outbuilding limit lines, the outbuildings may be erected to such width as the space allows, provided they do not exceed the maximum width listed above.

No. 10. Braeswood's Judgment Conclusive.

Braeswood shall in all cases have the right to say and determine which are the front street, side street, rear and side property lines of any plot, and also the amount of the set-back from said lines necessary to conform to the requirements hereof; and Braeswood's judgment and determination thereon shall be final and binding on all parties.

No. 11. Minimum Cost of Residence.

Any residence erected wholly or partially on any lot, or part or parts thereof, shall cost or be reasonably worth not less than the amount listed below: Lots 19 to 28, both inclusive, Block 6; Lots 2 to 9, both inclusive, Block 12; Lots 10 to 15 both inclusive, Block 13; \$10,000. Lots 2 to 16, both inclusive, Block 6; Lots 2 to 5, both inclusive, Block 7 and Lot 10, Block 12; \$11,000. Lots 7 to 9, both inclusive, Block 7; Lots 2 to 10, Both inclusive, Block 11; Lots 13 to 20, both inclusive, Block 12; lots 2 to 5, both inclusive, and Lots 9 and 16, Block 13; Lots 4 and 5, Block 18; Lots 2 to 4, both inclusive, Block 19; \$12,500. Lot 6, in Block 13; \$14,000. Lot 18, Block 6; Lots 11, 12 and 13, Block 7; Lots 13 to 17, both inclusive, Block 11; Lots 1 and 21, Block 12; Lots 1 and 7, Block 13, Lots 1, 2, 3 and 6, Block 18,; Lots 7, 8, 9 and 10, Block 19; \$15,000. Lots 1, 17 and 29, Block 6; Lot 1, Block 19; \$17,000. Lot 5, Block

19; \$17,500. Lot 11, Block 12; \$18,000. Lots 6 and 10, Block 7; Lots 1, 11 and 12, Block 11; Lot 12, Block 12, Lots 6 and 11, in Block 19; Lots 2, 3, 4, 5 and 6, Block 20, \$20,000. Lots 2 and 3, Block 10; Lot 18, Block 11; Lot 8, Block 13; Lots 1, 7, and 14, Block 20; \$25,000. Lot 1, Block 7; \$27,500. Lot 5, Block 10, \$30,000. Lot 1, Block 10; Lot 13, Block 20, \$35,000. Lot 4, Block 10, Lots 9 and 12, Block 20, \$40,000. Lots 8, 10 and 11, Block 20, \$50,000.

~~No. 12. Ownership or Occupancy by Anyone Other than White Race.~~

~~None of the lots, shown on said plat, shall be conveyed, leased, or given to, and no building erected thereon shall be used, owned, or occupied by any person not of the white race. This prohibition however, is not intended to include the occupancy by a person not of the white race while employed on the premises.~~

No. 13. Easements Reserved in Lots.

Braeswood reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained, in and on areas indicated on the plat as "Easements," sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Houston Lighting & Power Company, its successors or assigns shall have the right to erect and maintain necessary guy wires for electric pole lines on the lot line between any two adjoining lots provided said guy wires do not extend more than 35 feet out along the lot line from the rear corner of said lots or occupy a space more than one foot wide. Guy wires may be shifted one way or another by Houston Lighting & Power Company only by consent of Braeswood and the owner or owners of the two lots affected.

And Braeswood shall have the right at any time to extinguish or vacate such easement and rights of way as to all or any portion of said property.

No. 14. Signs, Billboards and Miscellaneous Structures.

The construction or maintenance of billboards, or advertising boards or structures on any lot in said plat is prohibited, except that signs or billboards advertising the rental or sale of such property are permitted, provided they do not exceed five square feet in size, unless with the written consent of Braeswood.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground, without the consent in writing of Braeswood. No fence, hedge, wall, except with Braeswood's consent in writing, shall be erected or maintained on any lot nearer a front street than the front building limit line on said lot. No pergola, or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of the building limit line without the consent in writing of Braeswood. No permanent provision shall be made for the housing of poultry, cows or horses or other live stock on any lot without the consent in writing of Braeswood. No livestock of any kind shall be staked or pastured on any vacant lot in the Addition.

No. 15. Duration

All of the restrictions herein set forth shall continue and be binding upon Braeswood and upon its successors and assigns for a period of twenty-five years from March 7, 1928, and shall automatically be extended thereafter for successive periods of fifteen years; providing, however, that the owners of the fee simple title to the lots having more than fifty per cent of the front feet of the lots shown on this plat may release all of the lots hereby restricted from any or more of said restrictions or may release any lot from any restriction created by deed from Braeswood, at the end of the first twenty-five year period or of any successive fifteen year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing same for record in the office of the County Clerk of Harris County, Texas, at least five years prior to the expiration of this first twenty-five year period, or of any fifteen-year period thereafter.

No. 16. Right to Enforce.

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 owners of said lots, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seizin of or title to said land, and the owner or owners, of any of the above land 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 damages, and failure of Braeswood or the owner or owners of any other lot or lots shown on this plat 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 a right to do so thereafter.

No. 17. Braeswood's Right to Assign.

Braeswood, may, by appropriate instrument, assign or convey to any person or corporation any or all of the rights, reservations, easements and privileges herein reserved by it and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges 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.

RESTRICTIONS

By: William M. Rice Institute

Dated: September 20, 1939

Recorded: Volume 1142, page 262, Deed Records

Copy of Resolution

Wm. M. Rice Institute . . . on September 20th, 1939. . . adopted by unanimous vote:

That the reservations, restrictions and covenants hereinafter set out shall be, and the same are made applicable to all of Blocks 23, 24, 25, 26 and Fractional Blocks 14, 15, 16 and 27, of Braeswood, an addition in the City of Houston, Harris County, Texas, being portions of the A. C. Reynolds Survey and P. W. Rose Survey, as shown by map prepared by J. C. McVea and recorded in Vol. \_\_\_\_\_, page \_\_\_\_\_, of the Map Records of Harris County, Texas. Said reservations, restrictions and covenants shall not apply to Fractional Blocks 31 and 32 shown on said plat. Reservations, restrictions and covenants. The land shown on said plat above referred

to, except Fractional Blocks 31 and 32, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth, to-wit:

(a) No lot or lots shall be further subdivided into building sites resulting in a frontage of less than 60 feet each. No building shall be erected on any building site having a frontage of less than 60 feet, except on the following lots which were originally platted to have less than 60 feet of frontage: Lots 8, 9, 10 and 11, Fractional Block 15; Lots 1, 2 and 3, Fractional Block 27; Lots 38 and 39, Block 24; and Lot 35, Block 23. Only one residence, which must be designed and used for single family residential occupancy, is permitted per building site.

A corner lot shall be deemed to front on the street on which it has its smaller dimension. Every residence erected on any building site shall front on the street on which said site fronts, provided, however, that Seller, in the deed to any corner lot or at any time with the consent in writing of the holder of the fee simple title thereto, may designate a frontage on a different street than the one upon which such lot fronts as herein set forth.

(b) The lots shall be used for private residence purposes only, and no store or business house, flat, apartment house or duplex, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, and such outbuildings as are customarily appurtenant to residences, each dwelling house being detached and being designated for occupancy by a single family only.

No garage or outbuilding on the property shall be used as a residence or living quarters except by servants engaged on the premises, except during construction of residence for a period of not exceeding six months. No bill-boards or advertising boards or structures shall be constructed or maintained on any lots, except that signs or bill-

boards advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size.

\* ~~(c) None of the lots shall be conveyed, leased, or given to and no building erected thereon shall be used, owned or occupied by any person not of the white or Caucasian race. This prohibition, however, is not intended to prevent the occupancy by a person not of the white race while employed on the premises as a servant.~~

(d) No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street or the side street than the front building limit line or the side building limit line of the lot or lots on which such buildings may be erected, as shown on said plat. No building shall be erected on any lot nearer than five feet to any side property line.

This covenant shall not apply to garages located on the rear of a lot. The word "Building" as used herein shall include galleries, porches, porte cocheres, but does not apply to entrance steps.

~~(e) No building, fence, wall or other structure shall be commenced, erected or maintained, or shall any addition thereto or change or alteration therein be made until plans and specifications, color scheme, plot, plan and grading plans thereof, or information satisfactory to Seller, shall have been submitted to and approved in writing, by Seller, and a copy thereof as finally approved lodged with Seller.~~

(f) Any residence erected on any lot shall be a full two-story residence except that a residence other than a full two-story residence may be erected with the written approval of Seller, and any residence shall cost or be reasonably worth not less than \$7,500.00.

~~(g) The principal exterior material of any residence shall be of stucco, brick or other material approved in writing by Seller.~~

(h) Seller reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on areas indicated on the plat as "easements", sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access anytime to the same for the purpose of repair and maintenance. Said easement shall not be obstructed by buildings, fences, shrubs, or trees.

~~(i) No fence, hedge or wall, except with Seller's consent in writing, shall be erected or maintained on any building site nearer a front street than the front building limit line of said building site as shown on said plat.~~

(j) No livestock of any kind shall be kept or raised on said lots nor shall livestock be staked or pastured on any vacant lot.

(k) All of the restrictions herein set forth shall continue and be binding upon Seller and upon its successors and assigns for a period of 35 years from September 20th, 1939, and shall automatically be continued thereafter for successive periods of 15 years; provided, however, that the owners of the fee simple title to the lots having more than 50% of the front feet of the lots shown on said plat (except lots in Blocks thirty-one (31) and Thirty-two (32) may release all of the

lots hereby restricted from any one or more of said restrictions or may release any lot from any restriction created by deed from Seller, at the end of the first 35 years, or of any successive 15 year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing same for record in the office of the County Clerk of Harris County, Texas, at least 5 years prior to the expiration of this first 35 year period or of any 15 year period thereafter.

(l) 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 owners of said lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect to breaches committed during its, his, or their seizin or of title to said land, and the owner or owners of any of the above land shall have the right to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted, and failure of Seller or the owner or owners of any other lot or lots shown on said plat 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 a right to do so thereafter.

(m) The right to make reasonable changes in each of the above restrictions, except (b), (c) and (k) above is hereby reserved by Seller.

**PETITION TO MODIFY RESTRICTIVE COVENANTS**  
*applicable to*  
**BRAESWOOD ADDITION**  
**Pursuant to Texas Property Code Chapter 204**

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1. This petition is being circulated by Old Braeswood Property Owners' Association ("Association") among the owners of property in Braeswood Addition in accordance with Texas Property Code §204.005 to modify restrictions applicable to Braeswood Addition.
2. If approved, the petition and modification will be binding on all properties in Braeswood Addition.
3. The Association shall notify all record owners of property in Braeswood Addition in writing of the proposed modification of restrictive covenants by hand-delivery to residences within Braeswood Addition or by sending via regular mail to the owners' last known mailing address as reflected in the ownership records maintained by the Association.
4. This petition will be filed as a dedicatory instrument with the county clerk of Harris County, Texas.
5. The restrictions currently applicable to Braeswood Addition are recorded under Harris County Deed Records at Volume 1142, Page 262 and Volume 1148, Page 629, and Clerk's File Nos. X104867, X984839, and X984840 of the Official Public Records of Real Property of Harris County, Texas.
6. The maps or plats of the property in Braeswood Addition are found at Volume 16, Page 27 and Volume 16, Page 36 of the Map Records of Harris County, Texas.
7. A copy of the proposed modification to the restrictions is attached hereto and incorporated herein.
8. The restrictions identified in Paragraph 5 above will remain in full force and effect and are unchanged, unless and except as provided in the modification attached hereto. In the event of a conflict between the restrictions identified in Paragraph 5 above and the modification attached hereto, the modification attached hereto controls.
9. Upon the filing of the approved petition and modification in the Official Public Records of Real Property of Harris County, Texas, the attached modification will have been approved by the owners, excluding lienholders, contract purchasers, and the owners of mineral interests, of at least 75 percent of the real property in Braeswood Addition, as required by Chapter 204 of the Texas Property Code.
10. The attached modification to restrictions will run with the land and be binding upon all properties in Braeswood Addition, and no property owner or lienholder shall have the right to exclude themselves or their property from the modification to restrictions attached hereto.





residence, which must be designed and used for single family occupancy, is permitted per building site.

A corner lot shall be deemed to front on the street on which it has its smaller dimension.

Every residence erected on any building site shall front on the street on which said site fronts, provided, however, that Seller, in the deed to any corner lot or at any time with consent in writing of the holder of the fee simple title thereto, may designate a frontage on a different street than the one upon which such lot fronts as herein set forth.

Except as modified herein, all provisions of the Restrictions, as amended, remain in full force and effect. In the event of a conflict, this Modification of Restrictive Covenants shall control.

The effective date of this Modification of Restrictive Covenants applicable to Braeswood Addition will be the date it is recorded in the Official Public Records of Real Property of Harris County, Texas.

CERTIFICATION

The undersigned, being the President of Old Braeswood Property Owners' Association, hereby certifies that the foregoing "Modification of Restrictive Covenants applicable to Braeswood Addition" was approved in writing by the owners of at least 75 percent of the real property in Braeswood Addition in accordance with Chapter 204 of the Texas Property Code, as evidenced by the attached signatures.

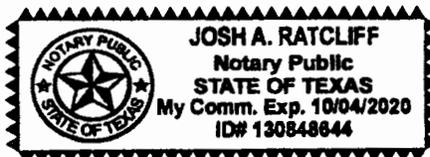
OLD BRAESWOOD PROPERTY OWNERS' ASSOCIATION

*Andrea Lapsley*  
By: Andrea Lapsley  
Its: President

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 9<sup>th</sup>, 2018 by Andrea Lapsley, President of Old Braeswood Property Owners' Association, a Texas nonprofit corporation, on behalf of said corporation and in the capacity therein stated.

*[Signature]*  
Notary Public, State of Texas



RP-2018-204146

**PETITION TO MODIFY RESTRICTIVE COVENANTS**  
*applicable to*  
**BRAESWOOD ADDITION**  
**Pursuant to Texas Property Code Chapter 204**

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1. This petition is being circulated by Old Braeswood Property Owners' Association ("Association") among the owners of property in Braeswood Addition in accordance with Texas Property Code §204.005 to modify restrictions applicable to Braeswood Addition.
2. If approved, the petition and modification will be binding on all properties in Braeswood Addition.
3. The Association shall notify all record owners of property in Braeswood Addition in writing of the proposed modification of restrictive covenants by hand-delivery to residences within Braeswood Addition or by sending via regular mail to the owners' last known mailing address as reflected in the ownership records maintained by the Association.
4. This petition will be filed as a dedicatory instrument with the county clerk of Harris County, Texas.
5. The restrictions currently applicable to Braeswood Addition are recorded under Harris County Deed Records at Volume 1142, Page 262 and Volume 1148, Page 629, and Clerk's File Nos. X104867, X984839, and X984840 of the Official Public Records of Real Property of Harris County, Texas.
6. The maps or plats of the property in Braeswood Addition are found at Volume 16, Page 27 and Volume 16, Page 36 of the Map Records of Harris County, Texas.
7. A copy of the proposed modification to the restrictions is attached hereto and incorporated herein.
8. The restrictions identified in Paragraph 5 above will remain in full force and effect and are unchanged, unless and except as provided in the modification attached hereto. In the event of a conflict between the restrictions identified in Paragraph 5 above and the modification attached hereto, the modification attached hereto controls.
9. Upon the filing of the approved petition and modification in the Official Public Records of Real Property of Harris County, Texas, the attached modification will have been approved by the owners, excluding lienholders, contract purchasers, and the owners of mineral interests, of at least 75 percent of the real property in Braeswood Addition, as required by Chapter 204 of the Texas Property Code.
10. The attached modification to restrictions will run with the land and be binding upon all properties in Braeswood Addition, and no property owner or lienholder shall have the right to exclude themselves or their property from the modification to restrictions attached hereto.

11. Approval of multiple owners of a property may be reflected by the signature of a single co-owner.

IN WITNESS WHEREOF, this petition has been approved by the Executive Committee of the Association at a duly called and held meeting of the Board of Directors of the Association pursuant to the Articles of Incorporation and Bylaws of the Association and the requirements of the Texas Property Code Chapter 204 in order to modify the existing restrictions.

Executed the 27<sup>th</sup> day of April, 2018.

OLD BRAESWOOD PROPERTY OWNERS' ASSOCIATION

Andrea Lapsley  
By: Andrea Lapsley  
Its: President

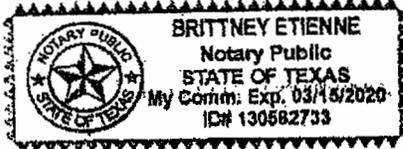
STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on April 27<sup>th</sup>, 2018 by Andrea Lapsley, President of Old Braeswood Property Owners' Association, a Texas nonprofit corporation, on behalf of said corporation and in the capacity therein stated.

[Signature]  
Notary Public, State of Texas



RP-2018-204146

RESTRICTIONS

By: Braeswood Bldg. & Dev. Co.

Dated: March 27, 1945

Recorded: Volume 1447, Page 481, Deed Records

Copy of Resolution

Braeswood Building & Development Company, on March 27, 1945, ... adopted:

That the reservations, restrictions, and covenants hereinafter set out shall be, and the same are made applicable to Lots 1, 20 and 21, in Block Sixteen, Lots 1, 2, 21, 22, and 23 in Block Fifteen and Lots 1, 2, 3, 4, 19, 20, 21, 22 and 23 in Block Fourteen of Braeswood Extension, an addition to the City of Houston, Harris County, Texas, being a portion of the P. W. Rose Survey, as shown by map prepared by Norman Moses and recorded in the Map Records of Harris County, Texas, Clerk's File #265022. Res-

ervations, restrictions and covenants. The land shown on said plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth, to-wit; (a) No lot or lots shall be resubdivided into building sites having a frontage less than 60 feet each and no building shall be erected on any building site having a frontage less than 60 feet. A corner lot shall be deemed to front on the street on which it has its smaller dimension. Every residence erected on any building site shall front on the street on which said site fronts, provided however, that Seller, in the deed to any corner lot or at any time with the consent in writing of the holder of the fee simple title thereto, may designate a frontage on a different street than the one upon which such lot fronts as herein set forth. (b) The lots shall be used for private residence purposes only and no store or business house, flat, apartment house or duplex, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, and such outbuildings as are customarily appurtenant to residences, each dwelling house being detached and being designated for occupancy by a single family only. No garage or outbuilding on the property shall be used as a residence or living quarters except by servants engaged on the premises, except during construction of residence for a period of not exceeding six months. No billboards or advertising boards or structures shall be constructed or maintained on any lots, except that signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size. (c) None of the lots shall be conveyed, leased,

\* or given to, and no building erected thereon shall be used, owned, or occupied by any person not of the white or Caucasian race. This prohibition, however, is not intended to prevent occupancy by a person not of the white race while employed on the premises as a servant. (d)

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or side street, than the front building limit line or the side street building limit line of the lot or lots on which such buildings may be

erected, as shown on said plat. No building shall be erected on any lot nearer than five feet to any side property line. This covenants shall not apply to garages located on the rear of a lot. The word "building" as used herein shall include galleries, porches, porte cocheres, but does not apply to entrance steps. (e) No building,

fence, wall or other structure shall be commenced, erected or maintained, or shall any addition thereto or change or alteration therein be made until plans and specifications, color scheme, plot, plan and grading plans thereof, or information satisfactory to Seller, shall have been submitted to and approved in writing, by Seller, and a copy thereof as finally approved, lodged with Seller. (f) Any

residence erected on any lot shall be a two-story residence except that a residence other than a full two-story residence may be erected with the written approval of Seller, and any residence shall cost or be reasonably worth not less than \$7,500.00, this estimate of cost to be based on prices as of January 1, 1940, and any subsequent determination of cost or reasonable worth to be based on estimates of prices existing at such time as compared with prices of January 1, 1940, all according to the estimates made and prepared by the United States Department of Commerce. (g) The principal exterior material of any residence shall be of stucco, brick or other material approved in writing by Seller. (h) Seller reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on areas indicated on the plat as "easements", sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access anytime to the same for the purpose of repair and maintenance. Said easement shall not be obstructed by buildings, fences, shrubs, or trees. (i) No fence, hedge or wall, except with Seller's consent in writing, shall be erected or maintained on any building site nearer a front street than the front building limit line of said building site as shown on said plat. (j) No livestock of any kind shall be kept or raised on said lots nor shall livestock be staked or pastured on any vacant lot. (k) All of the restrictions herein set forth shall continue and be binding upon seller and upon its successors and assigns for a period of 35 years from September 20, 1939, and shall automatically be continued thereafter for successive periods of 15 years; provided, however, that the owners of the fee simple title to the lots having more than 50% of the front feet of the lots shown on said plat may release all of the lots hereby restricted from any one or more of said restrictions or may release any lot from any restriction created by deed from Seller, at the end of the first 35 years, or of any successive 15 year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing same for record in the office of the County Clerk of Harris County, Texas, at least 5 years prior to the expiration of this first 35 year period or of any 15 year period thereafter. (l) 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 owners of said lots, their successors and assigns and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally

binding on any corporation, person or persons except in respect to breaches committed during its, his, or their seizin or of title to said land, and the owner or owners of any of the above land shall have the right to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted, and failure of Seller or the owner or owners of any other lot or lots shown on said plat 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 a right to do so thereafter.