

CERTIFIED: A true copy of portion of instrument as recorded.

AMERICAN TITLE GUARANTY CO.

By _____ Assistant Secretary

DATED: AUGUST 19th, 1954
FILED: AUGUST 23rd, 1954

TIME: 4:10 P.M.

TO: - - - - -

SECTION I: MAPLE, EDITH, BEECHNUT,
CAREW, DARNELL, INDIGO
SECTION II: GRAPE
SECTION III: JACKWOOD
SECTION IV: JASON, IMOGENE

VOL. 2813 PAGE 344 DEED RCDS.

#1304646

RESTRICTIONS

FROM: ROTTERSMANN BUILDERS INC.,

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

THAT ROTTERSMANN BUILDERS INC., a Texas corporation, owner of the lands hereinafter described, for the purpose of evidencing and setting forth a substantially uniform plan of development which it has adopted for such land and premises, does hereby covenant and provide that Rottersmann Builders Inc., Owner, a Texas corporation as well as its successors and assigns and all parties holding titles, by through and under it, shall have and hold title to the following described land and premises to-wit:

A tract of land of 36,836 acres, being 2.554 acres out of the J. D. Owens Survey and 33.382 acres out of lot 7 of a Re-Subdivision of the South End of the W. J. Brown Survey in Houston, Harris County, Texas***here follows a complete description of Braesmont Addition, Section One***

Subject to the following restrictions, reservations and covenants running with the land which ROTTERSMANN BUILDERS INC., a Texas Corporation, owner agrees shall be binding upon and be observed by itself, its successors and assigns and shall run in favor of and be enforceable by any person who shall hereafter own any of said lots above described, to-wit:

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1983, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court orders shall in no wise effect any of the other provisions which shall remain in full force and effect.

(2) All lots in the above described land shall be known and described as residential lots and none of said lots shall be used for any type of business or commercial purposes. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than two cars and any other out-building incidental to residential use of said lots. The word detached, as herein used, does not refer to garages connected to dwellings.

(3) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the sub-division, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. C. Rottersmann, H.S. Hoffman, L. S. Rottersmann, or by a representative designated by a majority of the members Continued.....

#1304646

CONTINUED PAGE #2

of said committee. In the event of death or resignation of the members of said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1st, 1956. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(4) No building shall be located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than five feet on any side lot line, except that all building plots where the side line of those plots abuts a street, no building shall be located nearer than 15 feet to that side street line. A building may be located not more than 40 feet from the front lot line; i.e. or an additional 15 feet behind the building set back lines as shown on the recorded plat, provided the committee aforementioned in paragraph 3 has approved such additional set-back in conjunction with the designated procedure set forth to maintain conformity and harmony with existing structures. No building, except a detached garage or other out-building located 75 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

(5) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet, and a width of less than 60 feet at the front building setback line.

(6) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(7) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(8) No single family dwelling costing less than \$4,500.00 shall be erected, placed or permitted on any lot.

(9) Easements or installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

SEPT. 1954: 950 SQ. FT. JUNE 1956: 1200 SQ. FT. SECTIONS II, III, IV: 1800 SQ. FT.

(10) On all lots the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

(11) No garage shall be constructed after completion of the main building unless the material and design are in harmony with the main building and approved by the neighborhood committee. Garages, when attached to the main building, shall

Continued.....

#1304646

CONTINUED PAGE #3

not be forward of the building setback line; when detached, shall be located not nearer than 75 feet to the front lot line.

(12) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than 18 inches above the finished grade at the back of said retaining wall.

(13) No sign of any kind shall be displayed to the public view on any lot except one sign not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(14) No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall wells, tanks, tunnels mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(15) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

IN TESTIMONY WHEREOF, Rottermann Builders Inc., owner of the above described land, have caused this instrument to be signed by their proper officers thereunto duly authorized and have caused these presents to be executed at Houston, Texas, this the 19th day of August A. D. 1954.

(SEAL)

ATTEST:

ROTTERSMMANN BUILDERS INC.

BY Edwin C. Rottersmann
President

H. S. HOFFMAN
Secretary

CERTIFIED: A true copy of
portion of instrument as
recorded.

AMERICAN TITLE GUARANTY CO.

By _____
Assistant Secretary

VOL. 2827 PAGE 158 DEED RECORDS

DATED:SEPTEMBER 20th,1954

FILED:SEPTEMBER 21dt,1954

#1317012

AMENDED RESTRICTIONS

TIME:9:30 A.M.

FROM:ROTTERSMANN BUILDERS INC.

TO:- - - - -

STATE OF TEXAS
COUNTY OF HARRIS

§
§

KNOW ALLMEN BY THESE PRESENTS:

THAT ROTTERSMANN BUILDERS INC., a Texas corporation owner of
the lands hereinafter described, having previously placed of record amon
the deed records of Harris County, Texas, under file No. 1304646 at 4:10
P. M. on August 23rd,1954, certain restrictions, reservations and covenants
running with the land hereinafter described:

A tract of land of 35.836 acres, being 2.554 acres out of the J. D. Owens
Survey and 33.282 acres out of lot 7 of a Re-Subdivision of the South End
Of the W. J. Brown Survey in Houston Harris County, Texas,***here follows
a complete description of Braesmont Addition, Section One***

AND WHEREAS,ROTTERSMANN BUILDERS INC., for the purpose of
evidencing and setting forth a substantially uniform plan of development
which it has adopted for such land and premises, does hereby amend the
instrument setting up the restrictions, reservations and covenants run-
ning with the above described land as set forth above in the following
respects:

That in lieu of (10) set out in the original restrictions
of record, such restriction shall be amended so that hereafter (10) shall
be as follows:

"On all lots the ground floor area of the main structure
exclusive of open porches and garages, shall be not less than 950 square
feet for a one-story dwelling, nor less than 500 square feet for a
dwelling of more than one story."

All of the restrictions, reservations and covenants running
with the land as fully set forth in the set of restrictions filed under
No. 1304646 on August 23rd, 1954, at 4:10 P.M. in the Deed Records of
Harris County, Texas, shall remain in full force and effect except as
herein amended.

IN TESTIMONY WHEREOF, ROTTERSMANN BUILDERS INC., owner of
the above described land, has caused this instrument to be signed by its
proper officers thereunto duly authorized, and has caused these presents
to be executed at Houston, Texas, this the 20th day of September, A.D.1954.

ROTTERSMANN BUILDERS INC.

BY _____
Edwin C. Rottersmann
PRESIDENT

Acct 1

#1612485

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT Rottersmann Builders, Inc. a Texas corporation, having previously placed of record among the Deed Records of Harris County, Texas, under File No. 1304646 at 4:10 P.M. on August 23, 1954, certain restrictions, reservations and covenants running with the land hereinafter described.

A tract of land of 35,836 acres, being 2.554 acres out of the J. D. Owens Survey and 33.282 acres out of Lot 7 of a re-subdivision of the South end of the W. J. Brown Survey in Houston, Harris County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a point, the intersection of the South line of Maple Street with the West line of Chimney Rock Road (formerly Avenue D);

Thence South along the West line of Chimney Rock Road (formerly Avenue D) 529.0 feet to a point for corner on the North line of the J. D. Owens Survey, said point being located N. 89 deg. 40 min. E. 252.39 feet from the Northwest corner of the J. D. Owens Survey;

Thence S. 89 deg. 40 min. W. 15.0 feet to a point for corner, a point on a curve;

Thence in a Southwesterly direction around said curve, whose radius is 1333.57 feet, a distance of 58.38 feet to the end of said curve;

Thence S. 14 deg. 29 min. W. 730.86 feet to a point for corner, the beginning of a curve to the left.

Thence around said curve to the left, whose central angle is 14 deg. 40 min. and whose radius is 1186.28 feet, a distance of 303.66 feet to the end of said curve;

Thence S. 0 deg. 11 min. E. 170.43 feet to a point for corner, the Southeast corner of Braesmont Addition, Section 1, a point on the east line of the W. J. Brown Survey and the West line of the J. D. Owens Survey;

Thence S. 89 deg. 49 min. W. 60.0 feet to a point for corner, the Southeast corner of Lot 1, Block 6, of said Braesmont Addition, Section 1;

Thence N. 85 deg. 16 min. W. along the South line of said Block 6, 407.03 feet to a point for corner;

Thence N. 88 deg. 52 min. W. along the South line of Lot 6, 262.8 feet to a point for corner, the Southwest corner of Lot 10 in Block 6;

CONT'D.

5

#1612485
CONT'D. 2

Thence West 30.0 feet to a point for corner of the West line of Lot 7 and the East line of Lot. 5;

Thence North along the West line of Lot 7 and the East line of Lot 5, 1725.7 feet to a point for corner on the South line of Maple Street, said point being the Northwest corner of Lot. 7 and the Northeast corner of Lot 5 of a re-subdivision of the South end of the W. J. Brown Survey;

Thence East along the South line of Maple Street 1006.85 feet to the Place of Beginning and containing 35.836 acres of land.

And Whereas, Rottersmann Builders, Inc. placed of record among the Deed Records of Harris County, Texas, under File No. 1317012 at 9:30 A.M. on September 21, 1954, a certain amendment to the restrictions, reservations and covenants previously placed of record.

And Whereas, Rottersmann Builders, Inc., being the present owners of the above described land, except lots 15-28, inclusive, in Block 1, Lots 1-26, inclusive, in Block 2, and Lots 1-12, inclusive, in Block 3, for the purpose of evidencing and setting forth a substantially uniform plan of development which they have adopted for such land and premises, do hereby cancel and annul the amended restriction placed of record among the Deed Records of Harris County, Texas, under File No. 1317012 at 9:30 A.M. on September 21, 1954 with reference to lots 1-14, inclusive, in Block 1, Lots 13-23, inclusive, in Block 3, Lots 1-21, inclusive, in Block 4, Lots 1-20, inclusive, in Block 5 and Lots 1-10, inclusive, in Block 6, and do hereby amend the instrument setting up the restrictions, reservations and covenants running with the above described land as set forth above in the following respects:

That in lieu of (10) set out in the original restrictions of record, such restriction shall be amended so that hereafter (10) shall be as follows:

"On all lots, the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1200 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story."

All of the restrictions, reservations and covenants running with the land as fully set forth in the set of restrictions filed under No. 1304646 on August 23, 1954 at 4:10 P.M., and as amended on September 21, 1954 at 9:30 A.M. under file No. 1317012, in the Deed Records of Harris County, Texas, shall remain in full force and effect, and shall apply to Lots 15-28, inclusive, in Block 1, and Lots 1-26, inclusive, in Block 2, and Lots 1-12, inclusive, in Block 3, and such restrictions, reservations and covenants as amended herein shall apply to all of the above described land, except Lots 15-28, inclusive, in Block 1, and Lots 1-26, inclusive, in Block 2, and Lots 1-12, inclusive, in Block 3. The restrictions, re-

#1612485

CONT'D. 3

servations and covenants as herein amended shall apply only to Lots 1-14, inclusive, in Block 1, Lots 13-23, inclusive, in Block 3, Lots 1-21, inclusive, in Block 4, Lots 1-20, inclusive, in Block 5, and Lots 1-10, inclusive, in Block 6.

IN TESTIMONY WHEREOF, ROTTERSMANN BUILDERS, INC., has caused this instrument to be signed by its proper officers thereunto duly authorized, and has caused these presents to be executed at Houston, Texas, this the 11th day of June, A.D. 1956.

Rottersmann Builders, Inc.
By-Edwin C. Rottersmann
President

ATTEST:

Henry S. Hoffman
Secretary

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Edwin C. Rottersmann, known to me to be President of Rottersmann Builders, Inc., a corporation, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as an act and deed of said corporation.

GIVEN under my hand and seal of office this the 11th day of June, 1956.

(Seal)

Mrs. Buena K. Kelly
Notary Public in and for
Harris County, Texas