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ROTTERSMANN BUILDERS, INC.

DEED RECORDS  
VOL 3922 PAGE 258

RESTRICTIONS

DATED: January 28, 1960

FILED:

RECORDED: VOL. PG. DEED

RECORDS OF HARRIS COUNTY, TEXAS

II

RESTRICTIONS: BRAEMONT ADDITION

THE STATE OF TEXAS:  
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS: That Rottermann Builders, Inc., a Texas corporation, with an office in Houston, Texas, hereinafter referred to as "Owner", being the owner of a certain tract of 5.124 acres of land in Harris County, Texas, a subdivision of land out of lot 7 of the re-subdivision of the south end of the W. J. Brown survey, abstract No. 132, which said tract has heretofore been platted and subdivided into that certain subdivision known as BRAEMONT ADDITION, Section Two, according to the plat of said BRAEMONT ADDITION, Section Two, filed for record in the office of the County Clerk of Harris County, Texas, on the 10th day of November, 1959, under Clerk's File No. 100534 to which plat and the record thereof reference is here made for all purposes and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said BRAEMONT ADDITION, Section Two, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants, easements, and dedications, each and all to apply uniformly, except as herein set forth to the occupancy and conveyance of all lots in BRAEMONT ADDITION, Section Two, and each contract and/or deed or other conveyance which may be hereafter executed with regard to any of the lots in said BRAEMONT ADDITION, Section Two, shall be conclusively held to have been executed, delivered and accepted upon the following reservations, restrictions, covenants, easements and dedications as set out in full or by reference or omitted in said contract or deed.

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RESERVATIONS: That in the authentication and filing of said subdivision plat for record and in dedicating the streets, drives, lanes, walks, and lots to the use of the present and future owners of said lots and to the public, there shall be and there are hereby reserved in said Owner, the following rights, titles, and easements which reservations shall be considered a part of and construed as being adopted in each and every subject, deed or other conveyance executed or to be executed by or on behalf of said Owner, in the conveyance of said property or any part thereof:

1. The several streets, drives, lanes, walks, and roads as shown on said map or plat of BRAEMONT ADDITION, Section Two, are hereby dedicated to the use of the public.
2. Rottermann Builders, Inc. reserves to itself, its successors and assigns, the necessary easements and rights of way for the purposes of constructing, maintaining and repairing a system or systems of light, electric power and telephone line or lines, gas, water, sewers, or any other utility that said Owner, its successors and assigns, see fit to install across, over, under or through said lots, blocks and homestead tracts in BRAEMONT ADDITION, Section Two, all as shown on the aforesaid map or plat of BRAEMONT ADDITION, Section Two.
3. Said Owner reserves the right to make changes and additions to the above easements and rights of way for the purpose of most efficiently and economically installing and operating the above mentioned utilities.
4. Neither said Owner, nor any utility company, their successors, or assigns, using the above mentioned easements shall be liable for any damage done by them or either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers, or other property of the owner or owners situated on the land covered by said easements.

FILED  
*R. E. Turrentine, Jr.*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that the above and foregoing is a full true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the file number stated therein. I hereby certify as

GRAPE  
SEC. II

MAR 19 1976

R. E. TURRENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Eddy H. ...*  
Deputy



5. It shall be and it is hereby expressly agreed and understood that the title conveyed by Owner to any lot or parcel of land in BRAEMONT ADDITION, Section Two, by contract, Deed or other conveyance, shall not, in any event, be held or construed to include the title to water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits, or any other utility or appurtenances thereto constructed by said Owner, or public utilities companies, or other assigns, under, through, over, along or upon herein dedicated easements, promises or any part thereof to serve said property or any other portions of BRAEMONT ADDITION, Section Two, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Houston, or any other party, private or public, is hereby expressly reserved in said Owner, its successors, or assigns.

RESTRICTIONS: 1. All lots in BRAEMONT ADDITION, Section Two shall be used for single family residential dwelling purposes only. No structure shall be erected, placed, altered, or permitted to remain on any lot except one single family dwelling residence which shall not exceed two stories in height. A private garage which shall not exceed the height of the residence in stories and overall height, and which may contain living quarters for bona-fide servants to said single family dwelling residence only is permitted.

2. No buildings 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 building have been approved in writing by owner or by a representative designated by owner, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation.

In the event Owner, or its designated representative, fail to approve or disapprove such design and location within ten (10) 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 have 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 Owner, or its designated representative, shall be entitled to any compensation for service performed pursuant to the covenant.

The powers and duties of said Owner named and referred to in this Article 2, and of its designated representative, shall cease on and after January 1, 1967; thereafter the approval described in this covenant shall not be required unless, prior to said date 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 in the office of the County Clerk of Harris County, Texas, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Owner.

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1800 square feet for a one-story dwelling, nor less than 1200 square feet in the ground floor of a dwelling of more than one story. The exterior of all residences shall be of 51% brick veneer or masonry construction.

4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

5. No building or fence shall be located on any lot nearer to the front lot line or nearer to the side of the street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to any side of the street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three foot side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

6. There are hereby dedicated and reserved, permanent and unobstructed easements as shown on the recorded plat of BRAEMONT ADDITION, Section Two, across certain designated portions of each lot, over, upon, under and through which to construct

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

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MAR 19 1976

R. E. TURRENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Betty Hancey*  
Deputy



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and maintain sanitary sewer, telephone, electric light and gas services and other public utilities, which said easements shall be a burden and charge against the lots of BRARSHONT ADDITION, Section Two. There is also dedicated and reserved an unobstructed aerial easement for utilities 5 feet in width from a plane 20 feet above the ground upward, located over all easements herein described and all easements shown on said plat.

7. No lot or the improvement thereon shall be used for any purpose which is immoral or illegal or in any manner which may be or become an annoyance or nuisance to the neighborhood. 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.

8. No trailer, tent, shack, or other temporary structure shall ever be erected on any lot, and no basement, garage or other outbuilding erected on any lot, shall at any time be used for human habitation (except for bona-fide servants) temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

9. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five 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.

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

11. No animals, swine, livestock or poultry of any kind shall ever be raised, kept or permitted upon any lot, except that the keeping of 2 dogs and 2 cats, but not for sale, breeding or board, as pets shall be allowed.

12. 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.

13. Grass, vegetation and weeds on each lot shall be cut as often as may be necessary to maintain the same in a neat and attractive manner. If the owner of any lot fails to do so the Owner named herein may have the same cut and the owner thereof shall be obligated to pay the cost of such cutting. Likewise, all drainage ditches shall be maintained and drained in the same manner and shall be unobstructed at all times.

14. 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.

15. The covenants and restrictions herein provided for shall run with the land and shall be binding upon all owners of lots in BRARSHONT ADDITION, Section Two, and upon all persons claiming under them for a period of 25 years from the date of recording of this instrument in the office of the County Clerk of Harris County, Texas, after which period the said covenants and restrictions shall be automatically extended for successive periods of ten years each, unless a majority of the then owners of the lots in BRARSHONT ADDITION, Section Two, on the basis of one vote to each lot owner, vote to alter, rescind or modify the same, in whole or in any part. Any such alteration, revision or modification shall be signed by a majority of the then record owners and the instrument evidencing same shall be filed for record in the office of the County Clerk of Harris County, Texas.

16. The covenants, reservations, easements and restrictions herein set out are for the benefit of the Owner, its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in said BRARSHONT ADDITION, Section Two, its heirs, executors, administrators and assigns and the same are likewise for the benefit of the Owner named herein, its successors, and assigns, and all subsequent owners of all of the land or any part thereof situated and shown by the recorded plat of BRARSHONT ADDITION, Section Two. Accordingly, all of the covenants, agreements, reservations, easements and restrictions herein contained shall be construed to be covenants running with the land as shown by said plat, enforceable at law in equity by any one or more of the above described parties. Enforcement shall be by proceedings at law or in equity.

THE STATE OF TEXAS,  
COUNTY OF HARRIS.

I hereby certify that the above and foregoing is a full true, and correct photographic copy of the original record now in my lawful custody and possession, that of the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the file number stamped thereon. I hereby certify on

MAR 19 1976

R. E. TURRENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Billy Harney*  
Deputy




Any persons or person violating or attempting to violate any covenants may either be restrained from such violations or may be held liable in damages.

17. The invalidity, abandonment or waiver of any one of those covenants, agreements, reservations, easements and restrictions shall in no wise affect or impair any of the other covenants, agreements, reservations, easements and restrictions, the some of which shall remain in full force and effect, unaltered except as by any method herein contained.

18. Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing and affecting the rights of any mortgage trustee or guarantor under any mortgage or deed of trust, or the assignee of any mortgage, trustee or guarantor, under any such mortgage or deed of trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

IN TESTIMONY WHEREOF, Rottersmann 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 28th day of January, A.D., 1960.

ROTTERSMANN BUILDERS, INC.  
By Edwin C. Rottersmann  
President

  
Henry L. 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 28th day of January, A.D., 1960.

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



RETURN TO:  
ROTTERSMANN BUILDERS, INC.  
5307 MAPLE STREET  
HOUSTON 35, TEXAS

THE STATE OF TEXAS |  
COUNTY OF HARRIS |  
I hereby certify that the above and foregoing is a full true, and correct photographic copy of the original record now in my lawful custody and possession, and on the date stamped thereon and as the same is entered in the Recorder's Records in my office under the file number indicated thereon. I hereby certify on

MAR 19 1976



R. E. TURBENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Betty Alexander  
Deputy

012-05-1248

OFFICE RECORDS

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STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Harris County, Texas, as stamped hereon by me, on

JAN 29 1960



*R. E. Turrentine, Jr.*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

*Restrictions  
Brazemont, Section 2*

*Restrictions  
Brazemont, Section 2  
530, 7th St.  
Houston, Texas*

THE STATE OF TEXAS  
COUNTY OF HARRIS

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photographic copy of the original record now in my lawful custody and  
possession, filed on the date stamped thereon and as the same is  
recorded in the Recorder's Records in my office under the file number  
stamped thereon. I testify under oath

MAR 19 1976

R. E. TURRENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*W. J. Flannery*  
Deputy