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BOYKER & VEST CONSTRUCTION CO., INC., ET AL

TO

RESTRICTIONS

DATED:

FILED:

RECORDED:

RECORDS OF HARRIS COUNTY, TEXAS

Vol. 3174 page 584

RESTRICTIONS: BRAES VIEW TERRACE

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS: THAT BOYKER & VEST CONSTRUCTION CO., INC., A Texas Corporation, with an office in Houston, Texas, E. L. Harris, E. L. Harris, Jr. and Wendell S. Harris, residents of Harris County, Texas, hereinafter referred to as "Owners", being the owners of a certain tract of 72.2 acres of land in Harris County, Texas, which said tract has heretofore been platted and subdivided into that certain subdivision known as BRAES VIEW TERRACE, according to the plat of said BRAES VIEW TERRACE, filed for record in the office of the County Clerk of Harris County, Texas, on the 16th day of February, 1956, under Clerk's File No. 1556338, 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 BRAES VIEW TERRACE 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 company occupancy and conveyance of all lots in BRAES VIEW TERRACE, and each contract and/or deed or other conveyance which may be hereafter executed with regard to any of the lots in said BRAES VIEW TERRACE 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.

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 Owners, 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 Owners, 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 BRAES VIEW TERRACE are hereby dedicated to the use of the public.

2. BOYKER & WEST CONSTRUCTION CO., INC., E. L. Harris, E. L. Harris, Jr. and Wendell S. Harris, reserve to itself and themselves, their successors, legal representatives, heirs 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, sewer, or any other utility that said Owners, their successors, legal representatives, heirs and assigns, see fit to install across, over, under or through said lots, blocks and homesite tracts in BRAES VIEW TERRACE, all as shown on the aforesaid map or plat of BRAES VIEW TERRACE.

3. Said Owners reserve the right to make minor 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 Owners, nor any utility company, their successors, legal representatives, heirs 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.

5. It shall be and it is hereby expressly agreed and understood that the title conveyed by said Owners to any lot or parcel of land in BRAES VIEW TERRACE 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 Owners, or public utilities companies, or other assigns, under, through, over, along or upon herein dedicated easements, premises or any part thereof to serve said property or any other portions of BRAES VIEW TERRACE 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 Owners, their successors, legal representatives, heirs and assigns.

RESTRICTIONS:

1. All lots in BRAES VIEW TERRACE shall be used for single family residential dwelling purposes only, and no structure shall be altered, placed, erected or permitted to remain on any lot except one single family dwelling residence which shall not exceed two stories in height together with 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.

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, 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, by Owners, or by a representative designed by Owners.

In the event Owners, or their 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 Owners or their designated representative, shall be entitled to any compensation for service performed pursuant to this covenant.

The powers and duties of said Owners named and referred to in this Article 2, and of its designated representative, shall cease on and after January 1, 1965; 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 appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Owners.

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling, nor less than 900 square feet in the ground floor of a dwelling of more than one story. The exterior of all residences shall be of 30% brick veneer or masonry construction other than asbestos siding.

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4. 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 set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 10 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 set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot 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.

5. There are hereby dedicated and reserved, permanent and unobstructed easements as shown on the recorded plat of BRAES VIEW TERRACE across certain designated portions of each lot, over, upon, under and through which to construct 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 BRAES VIEW TERRACE by whomsoever owner. 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.

6. 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. There shall never, at any time, be erected, permitted, or maintained on any lot in said BRAES VIEW TERRACE or any part thereof, any saloon or place for the sale or manufacture for sale of malt, vinous or spiritous liquors, capable of producing intoxication, any foundry, brick yard, cemetery, crematory, any establishment for the care and cure of persons afflicted with tuberculosis, or for the care, cure or restraint of the mentally impaired of victims of drink or drugs, or any detention home, detention or reform school, asylum or institution of like or kindred nature, any building for the manufacture of gun powder or explosives, any product or by-product of kelp, fish meal, stock food made of fish, fish oil or fertilizer, or for carrying on any copper or other smelting, or for conducting a slaughter house, stock yard, tannery, oil refinery or fish company, or a building for any other business or industrial use which may be or might become a detriment, annoyance, or a nuisance to the neighborhood.

7. 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.
8. 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.
9. 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.
10. No animals, swine, livestock or poultry of any kind shall ever be raised, kept or permitted upon any lot, except that the keeping of dogs and cats, but not for sale, breeding or board, as pets shall be allowed.
11. 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.
12. 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 Owners 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.
13. No fence, wall, hedge, shrub planting or tree which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area found by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot

within 10 feet from the intersection of a street property line with the edge of a driveway or side line of such lot. No tree shall be permitted to remain within such distances of such intersection, unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

14. The covenants and restrictions herein provided for shall run with the land and shall be binding upon all owners of lots in BRAES VIEW TERRACE and upon all persons claiming under them for a period of 25 years from the date of recording of this instrument after which period the said covenants and restrictions shall be automatically extended for successive periods of ten years each, unless by vote of the majority of the then owners of the lots in BRAES VIEW TERRACE on the basis of one vote to each lot owner, not to alter, rescind or modify the same, in whole or any part. Any such alteration, revision or modification shall be signed by a majority of the then record lot owners and the instrument evidencing same shall be filed for record in the office of the County Clerk of Harris County, Texas.

15. The covenants, agreements, reservations, easements and restrictions herein set out are for the benefit of the Owners, their successors, legal representatives, heirs and assigns, and equally for the benefit of any subsequent owner of a lot or lots in said BRAES VIEW TERRACE, his heirs, executors, administrators and assigns and the same are likewise for the benefit of the Owners named herein, their successors, legal representatives, heirs and assigns, and all subsequent owners of all of the land or any part thereof situated and shown by the recorded plat of BRAES VIEW TERRACE. 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. Any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages.

16. 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 same of which shall remain in full force and effect, unaltered except as by any method herein contained.

17. Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of im-

pairing 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.

18. 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.

The undersigned, Wilmer B. Hunt, Trustee, the legal owner and holder of record indebtedness against the above described property owned by Boyker & Vest Construction Co., Inc., E. L. Harris, E. L. Harris, Jr. and Wendell S. Harris, here now by the execution of this instrument, subordinate their indebtedness to the restrictions as stipulated in this instrument, and give its and their consent to the restricting of the property as provided herein.

EXECUTED at Houston, Texas, this the 18 day of JUNE, A.D. 1956.

BOYKER & VEST CONSTRUCTION CO., INC.

BY: [Signature]
President

ATTEST: [Signature]
Secretary

[Signature]
E. L. Harris

[Signature]
E. L. Harris, Jr.

[Signature]
Wendell S. Harris

[Signature]
Wilmer B. Hunt, Trustee

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THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared R.F. BOYKER, President of Boyker & Veat Construction Co., Inc., a corporation, 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 the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of JUNE, A.D. 1956.

Alfred W. Harris
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared E. L. Harris, E. L. Harris, Jr. and Wendell J. Harris, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of JUNE, A.D. 1956.

Alfred W. Harris
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Wilmer B. Hunt, Trustee, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of June, A.D. 1956.

Vernon V. Parrish
Notary Public in and for
Harris County, Texas

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Filed for Record June 21, 1956
Recorded July 18, 1956
W. D. MILLER, Clerk County Court Harris County, Texas
By W. D. Miller Deputy

at 2:45 o'clock P.M.
at 10:15 o'clock A.M.

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