

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 resubdivided into building sites having a frontage of less than 60 feet each and no building shall be erected on any building site having a frontage of less than 60 feet, except on 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.

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.