

DUPLICATE  
-JUST REDUCED  
TO 8 1/2 x 11

1436648

*Braes Terrace  
Section II*

STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, We, Kirby H. Voehst and wife, Harriet R. Voehst, are the owners of Lot 6 in Block 35, Braes Terrace, Section Two, an Addition to the City of Houston in Harris County, Texas, according to plat thereof recorded in the Office of the County Clerk of Harris County, Texas in Volume 37, page 40 of the Map and Plat records; and

WHEREAS, We, J. B. Littleton and wife, Rita Littleton, are the owners of Lot 7 in Block 35 of Braes Terrace, Section Two, aforesaid; and

WHEREAS, We, Robert T. Mumme, Jr. and wife, Jean Alice Mumme, are the owners of Lot 8 in Block 35 of Braes Terrace, Section Two, aforesaid; and

WHEREAS, We, Tom J. Tripp and wife, Arnelde Tripp, are the owners of Lot 9 in Block 35 of Braes Terrace, Section Two, aforesaid; and

WHEREAS, We, William L. Wheelock and wife, Dixie Ruth Wheelock, are the owners of Lot 10 in Block 35 of Braes Terrace, Section Two, aforesaid; and

WHEREAS, We, the owners of the above described property are desirous of imposing certain restrictions and easements on said property for the mutual benefit, use, enjoyment, and coordinated development of said property:

NOW, THEREFORE, We, the undersigned do hereby establish, impose and place upon each and every parcel of the above described lots or tracts of land all those restrictions and easements set forth and contained in the instrument of Restrictions on Braes Terrace, Section Two, executed by Hugh Wilkin and Wilmer B. Hunt, Trustee, under date of September 4, 1951, recorded in Vol. 2326, page 218 of the Deed Records of Harris County, Texas, which easements, restrictions, and other provisions of said instrument are by reference incorporated herein and made a part hereof as fully

*BRAES TERRACE  
SECT. 2*

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *Webb D. Hester*  
Deputy



DEED RECORDS

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and effectually as if specifically set out herein, except that the following portion of paragraph (4), Page 1 of said instrument of Restrictions, said portion reading:

"except Lots One (1), Two (2), Sixteen (16) and Seventeen (17), in Block Thirty Two (32), and Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block Thirty Five (35), which shall be totally unrestricted."

shall be stricken and deleted to the same force and effect as if said above quoted portion of said instrument was never included or contained therein and that the above described Lots 6, 7, 8, 9 and 10 in Block 25, Braes Terrace, Section Two, aforesaid, had never been excepted or excluded from the imposition and application of said restrictions and easements; it being understood and agreed that said restrictions and easements shall from henceforth be covenants running with the land and shall be binding on all successors, heirs and assigns of the parties hereto.

EXECUTED this 5<sup>th</sup> day of June, 1955.

Tom J. Tripp

Arnela Tripp  
Arnela Tripp

William L. Wheelock  
William L. Wheelock

Dixie Ruth Wheelock  
Dixie Ruth Wheelock

Kirby M. Woshat  
Kirby M. Woshat

Harriet R. Woshat  
Harriet R. Woshat

W. B. Littleton  
W. B. Littleton

Rita Littleton  
Rita Littleton

Robert T. Mumme, Jr.  
Robert T. Mumme, Jr.

Jean Alice Mumme  
Jean Alice Mumme

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

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JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Susan L. McPherson  
Deputy



SUSAN L. MCPHERSON

DEED RECORDS

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594  
STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared Tom J. Tripp and Armelda Tripp, his wife, 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; and the said Armelda Tripp, wife of the said Tom J. Tripp, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Armelda Tripp acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 5<sup>th</sup> day of June, 1955.

*Judson P. Allen*  
Notary Public in and for DUNCAN P. ALLEN  
Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared William L. Wheelock and Dixie Ruth Wheelock, his wife, 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; and the said Dixie Ruth Wheelock, wife of the said William L. Wheelock, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dixie Ruth Wheelock acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 5<sup>th</sup> day of June, 1955.

*Judson P. Allen*  
Notary Public in and for DUNCAN P. ALLEN  
Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared Kirby E. Woehat and Harriet E. Woehat, his wife, 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; and the said Harriet E. Woehat, wife of the said Kirby E. Woehat, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Harriet E. Woehat acknowledged such instrument to be her act and deed, and

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STATE OF TEXAS  
COUNTY OF HARRIS

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JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *[Signature]*  
Deputy



DEED RECORDS

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declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 5<sup>th</sup> day of June, 1955.

Duncan P. Allen  
Notary Public in and for DUNCAN P. ALLEN  
Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared J. B. Littleton and Rita Littleton, his wife, 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; and the said Rita Littleton, wife of the said J. B. Littleton, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Rita Littleton acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 5<sup>th</sup> day of June, 1955.

Duncan P. Allen  
Notary Public in and for DUNCAN P. ALLEN  
Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared Robert T. Mumme, Jr., and Jean Alice Mumme, his wife, 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; and the said Jean Alice Mumme, wife of the said Robert T. Mumme, Jr., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jean Alice Mumme acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 5<sup>th</sup> day of June, 1955.

Duncan P. Allen  
Notary Public in and for DUNCAN P. ALLEN  
Harris County, Texas

Filed for Record \_\_\_\_\_ of \_\_\_\_\_ o'clock \_\_\_\_\_ AM  
Recorded \_\_\_\_\_ of \_\_\_\_\_ o'clock \_\_\_\_\_ AM  
W. D. MILLER, Clerk County Court Harris County, Texas  
\_\_\_\_\_  
Deputy

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



By \_\_\_\_\_ Deputy

DEED RECORDS

... 206.7 205

1257946

THE STATE OF TEXAS,  
COUNTY OF HARRIS

*Know All Men by These Presents:*

THAT I, HUGH WILKIN, not joined herein by his wife for the reason that the hereinafter described property has never been used, occupied or claimed by them as their homestead,

of the County of Harris State of Texas for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to me in hand paid by L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., the receipt and sufficiency of which are hereby acknowledged and confessed, and

The further consideration of the sum of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) to be paid in accordance with the terms of that one certain promissory note of even date herewith executed by the said L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., for the principal sum of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) payable to the order of HUGH WILKIN on or before One (1) year after date, together with interest from date at the rate of 5% per annum, payable at maturity, said note containing the usual and customary attorney's fees and acceleration of maturity clauses and is secured by the Vendor's Lien hereinafter retained on the property hereby conveyed, and being additionally secured by a Deed of Trust of even date herewith executed by the said L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., to CARL J. RECTOR, Trustee, reference to which is here made for all purposes,

BRAES TERRACE  
SECT 2

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR.,  
of the County of Harris State of Texas, all those certain lots,  
tracts or parcels of land, together with all improvements thereon, lying  
and being situated in the County of Harris, State of Texas, as described  
follows:

Lots One (1) and Two (2) in Block Thirty-two (32)  
of BRAES TERRACE, SECTION TWO, an addition to the  
City of Houston in Harris County, Texas, according  
to the map thereof recorded in Volume 37, Page 40  
of the Map Records of Harris County, Texas.  
Subject however to all the restrictions, covenance condi-  
tions, and easements imposed thereon by instrument record  
in Vol. 2326, Page 218, Deed Records of Harris County, Texas.

To HAVE AND TO HOLD the above described premises, together with all and singular the rights and appur-  
tenances thereto in anywise belonging unto the said L. S. DAVIDSON, SR., and L. S.

DAVIDSON, JR., their  
heirs and assigns forever and I do hereby bind myself, my heirs, executors and  
administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., their  
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part  
thereof, except taxes for the current year, which have been prorated as of the date hereof and are assumed by  
the Grantee(s), and all easements and ~~rights~~ affecting the property now on file or of record in the  
office of the County Clerk of said County.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described  
property, premises and improvements, until the above described note, and all interest thereon are fully paid  
according to its face and tenor, effect and reading, when this deed shall become absolute.

EXECUTED this 26th day of April, 1954.

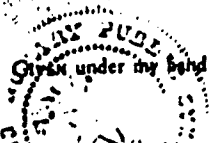


*Hugh Wilkin*  
(HUGH WILKIN)

THE STATE OF TEXAS  
COUNTY OF HARRIS

Brows M, the undersigned authority, on this day personally appeared HUGH WILKIN

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.



Wm. E. ARNOLD

822 day of April, 1954.  
*Wm. E. Arnold*

Harris County, Texas

THE STATE OF TEXAS 7814

COUNTY OF HARRIS

WHEREAS, Wilkin, b... owner of the hereinafter described property, is desirous of imposing a certain restrictions and easements for the coordinated development of the hereinafter described property;

NOW, THEREFORE, I, the undersigned, do hereby establish and impose the following restrictions and easements, which shall be covenants running with the land, upon each and every parcel or tract of land described as follows:

All of Braes Terrace, Section Two, an Addition in Harris County, Texas, according to plat thereof recorded in the Office of the County Clerk of Harris County, Texas, on the 1<sup>st</sup> day of September, 1951, under County Clerk's File No. 916881.

(1) The purpose of imposing the herein restrictions on the aforementioned property is to provide a uniform plan for the development of the above described property.

(2) These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1st, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(3) 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 persons or persons owning any real property situated in said addition 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 fees for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(4) All of the lots in said Braes Terrace, Section Two shall be known and described as single family unit residential lots and no part of said lots shall be used for any type of business or storage, except Lots One (1) <sup>Two (2)</sup> ~~Eighteen (18)~~ and Seventeen (17), in Block Thirty Two (32), and Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block Thirty Five (35), which shall be totally unrestricted.

(5) Upon the completion of a house on an inside lot, the then owner of such .

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Varen Harrison  
Deputy



VAREN HARRISON

BRAES TERRACE  
SECT. 2

DEED RECORDS

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lot shall plant on said inside lot one evergreen tree three inches in diameter at a distance of six inches above the ground. Upon the completion of a house on a lot the then owner of such lot shall plant on said corner lot two evergreen trees three inches in diameter at a distance of six inches above the ground. Said trees to be planted by a reliable nursery, with a guarantee to live for three years and if any of said trees die during said three years the same are to be replaced with living trees. Said trees are to be located a distance of two feet from the side lot lines and a distance of five feet from the front property lines. Within thirty (30) days after the completion of a house, the owner of the lot shall install a four-foot (4') concrete sidewalk adjacent and parallel to the street curb running the entire width of the property.

(6) No residence shall be built on a tract having less street frontage than the minimum frontage of lots in the same block facing the same street.

(7) The residence being erected on any lot shall not contain less than 1200 square feet, including closed porches and attached garages.

(8) No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any one owning property in this addition keep any livestock or fowl of any kind thereon.

(9) No trailer, basement, tent, shack, garage, barn or other building erected in this tract shall be at any time used as a residence temporarily or permanently, nor shall any residence be moved onto a building plot in the addition without the written consent of the planning committee hereinafter referred to.

(10) No building shall be located nearer to the front line or nearer to the side street line than the building setback lines as shown on the recorded plat. No building shall be located nearer than five feet (5') to any inside lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located on the rear one-quarter of the lot. Detached garages shall be located at least three feet (3') from the side line. No main dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No fence or hedge shall be located nearer to the front line or nearer to the side street line than the building setback lines as shown on recorded plat.

(11) Easements affecting all lots in this tract are reserved as shown on the recorded plat for utility installation and maintenance, and in addition to the easements designated on said plat there is hereby designated and dedicated for the use

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

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JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Karen Harrison  
Deputy



DEED RECORDS

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of all public utility companies an unobstructed aerial easement five feet (5') wide from a plane twenty feet (20') above the ground upward, located adjacent to said easement as designated on said plat. The property lying North and West of South Braeswood Boulevard as shown on the above described plat of Braes Terrace, Section Two, is expressly reserved for drainage easement purposes.

(17) CARRIAGE AND RUBBISH DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Fresh, garbage or other refuse shall not be disposed 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.

No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee composed of Hugh Wilkie, George Marshall and Fay Furlow, said plans to be approved in writing by the signature of one of the members of said committee. In the event of death or resignation of any 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 that said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in the event 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 of 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, 1955. Thereafter the approval described in this covenant shall not be required unless, prior to said date, 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.

Wilmer B. Hunt, Trustee, liasholder, joins herein to evidence his approval and agreement to all of the foregoing restrictions hereby imposed on Braes Terrace,

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

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JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Karen Harrison  
Deputy

KAREN HARRISON



DEED RECORDS

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Section Two, an Addition in Harris County, Texas.

EXECUTED this the 4 day of Sept, A.D., 1951.

Hugh Wilkin  
Hugh Wilkin

Wilmer B. Hunt, Trustee  
Wilmer B. Hunt, Trustee

THE STATE OF TEXAS ;  
COUNTY OF HARRIS ;

BEFORE ME, the undersigned authority, on this day personally appeared  
HUGH WILKIN, 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.

GIVEN under my hand and seal of office this the 4 day of Sept  
A.D., 1951.

Jack Schultz  
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 4 day of Sept  
A.D., 1951.

Jack Schultz  
Notary Public in and for Harris County,  
Texas.

Filed for Record Sept 4 1951 at 4:00 o'clock P.M.  
Recorded Sept 12 1951 at 4:44 o'clock P.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
By William D. Miller Deputy

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of  
the original record, now in my lawful custody and possession,  
filed on the date stamped thereon and recorded in the Record,  
Volume and Page as stamped thereon, I hereby certify on

JAN 17 1986

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Karen Harrison  
Deputy



KAREN HARRISON

DEED RECORDS

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#916881

MAP & DEDICATION

RECORDED MAP RCDS. VOL. 37 P. 40

DATED : April 7, 1951

FILED: Aug. 31, 1951 at 11-20 A.M.

FROM : Hugh Wilkin, et al

TO : - - -

BRACS TERRACE SEC 2  
BEING 19.14 ACRES IN  
THE F. W. ROSE SURVEY,  
HARRIS COUNTY, TEXAS.

STATE OF TEXAS :  
COUNTY OF HARRIS:

I, Hugh Wilkin, owner of the property subdivided in the above and foregoing map of "Braes Terrace Sec. 2" do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, building lines and easements therein shown, and designate said subdivision as "Braes Terrace Sec. 2" in the F. W. Rose Survey, Harris County, Texas, and dedicate to public use as such the streets, alleys, parks and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and do hereby bind myself, my heirs and assigns, to warrant and forever defend the title to the land so dedicated.

I, Wilmer B. Hunt, Trustee, holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby in all things subordinate to said subdivision and dedication the lien against said land owned and held by me.

There is also dedicated for utilities and unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown hereon.

Witness our hand in Houston, Harris County, Texas, this 7th day of April, A.D. 1951.

Hugh Wilkin, Owner.  
Wilmer B. Hunt, Trustee

- - -

THE STATE OF TEXAS #

917614

COUNTY OF HARRIS # KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, I, Hugh Wilkin, being the owner of the hereinafter described property, am desirous of imposing certain restrictions and easements for the coordinated development of the hereinafter described property:

NOW, THEREFORE, I, the undersigned, do hereby establish and impose the following restrictions and easements, which shall be covenants running with the land, upon each and every parcel or tract of land described as follows:

All of Braes Terrace, Section Two, an Addition in Harris County, Texas, according to plat thereof recorded in the Office of the County Clerk of Harris County, Texas, on the 1<sup>st</sup> day of September, 1951, under County Clerk's File No. 916881.

(1) The purpose of imposing the herein restrictions on the aforementioned property is to provide a uniform plan for the development of the above described property.

(2) These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1st, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(3) 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 addition 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 judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

All of the lots in said Braes Terrace, Section Two shall be known and described as single family unit residential lots and no part of said lots shall be used for any type of business or stores, except Lots One (1) <sup>Two (2)</sup> / Sixteen (16) and Seventeen (17), in Block Thirty Two (32), and Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block Thirty Five (35), which shall be totally unrestricted.

(5) Upon the completion of a house on an inside lot, the then owner of such

lot shall plant on said inside lot one evergreen tree three inches in diameter at a distance of six inches above the ground. Upon the completion of a house on a corner lot the then owner of such lot shall plant on said corner lot two evergreen oak trees three inches in diameter at a distance of six inches above the ground. Said trees are to be planted by a reliable nursery, with a guarantee to live for three years and if any of said trees die during said three years the same are to be replaced with living trees. Said trees are to be located a distance of two feet from the side lot lines and a distance of five feet from the front property lines. Within thirty (30) days after the completion of a house, the owner of the lot shall install a four-foot (4') concrete sidewalk adjacent and parallel to the street curb running the entire width of the property.

(6) No residence shall be built on a tract having less street frontage than the minimum frontage of lots in the same block facing the same street.

(7) The residence being erected on any lot shall not contain less than 1200 square feet, including closed porches and attached garages.

(8) No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any one owning property in this addition keep any livestock or fowl of any kind thereon.

(9) No trailer, basement, tent, shack, garage, barn or other building erected in this tract shall be at any time used as a residence temporarily or permanently, nor shall any residence be moved onto a building plot in the addition without the written consent of the planning committee hereinafter referred to.

(10) No building shall be located nearer to the front line or nearer to the side street line than the building setback lines as shown on the recorded plat. No building shall be located nearer than five feet (5') to any inside lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located on the rear one-quarter of the lot. Detached garages shall be located at least three feet (3') from the side line. No main dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No fence or hedge shall be located nearer to the front line or nearer to the side street line than the building setback lines as shown on recorded plat.

(11) Easements affecting all lots in this tract are reserved as shown on the recorded plat for utility installation and maintenance, and in addition to the easements designated on said plat there is hereby designated and dedicated for the use

of all public utility companies an unobstructed aerial easement five feet (5') wide from a plane twenty feet (20') above the ground upward, located adjacent to said easement as designated on said plat. The property lying North and West of South Braeswood Boulevard as shown on the above described plat of Braes Terrace, Section 10, is expressly reserved for drainage easement and parkway purposes.

(12) GARBAGE AND REFUSE DISPOSAL: 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.

No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee composed of Hugh Wilkin, George Marshall and Fay Furlow, said plans to be approved in writing by the signature of one of the members of said committee. In the event of death or resignation of any 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 that said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in the event 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 of 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, 1955. Thereafter the approval described in this covenant shall not be required unless, prior to said date, 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 executed by said committee.

Wilmer B. Hunt, Trustee, lienholder, joins herein to evidence his approval and agreement to all of the foregoing restrictions hereby imposed on Braes Terrace,

Section Two, an Addition in Harris County, Texas.

EXECUTED this the 4 day of Sept, A.D., 1951.

Hugh Wilkin  
11/1/51  
Wilmer B. Hunt, Trustee

THE STATE OF TEXAS #  
COUNTY OF HARRIS #

BEFORE ME, the undersigned authority, on this day personally appeared HUGH WILKIN, 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.

GIVEN under my hand and seal of office this the 4 day of Sept, A.D., 1951.

Jack Schultz  
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 4 day of Sept, A.D., 1951.

Jack Schultz  
Notary Public in and for Harris County,  
Texas.

Filed for Record Sept 4 1951, at 4:00 o'clock P.M

Recorded Oct 12 1951, at 4:44 o'clock P.M

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY William Austin Deputy

1257948

THE STATE OF TEXAS,  
COUNTY OF HARRIS

*Know All Men by These Presents:*

I, HUGH WILKIN, not joined herein by his wife for the reason that the hereinafter described property has never been used, occupied or claimed by them as their homestead,

of the County of Harris State of Texas for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to me in hand paid by L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., the receipt and sufficiency of which are hereby acknowledged and confessed, and

The further consideration of the sum of THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00) to be paid in accordance with the terms of that one certain promissory note of even date herewith executed by the said L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., for the principal sum of THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00) payable to the order of HUGH WILKIN on or before two (2) years after date, together with interest from date at the rate of 5% per annum, payable at maturity, said note containing the usual and customary attorney's fees and acceleration of maturity clauses, and is secured by the Vendor's Lien hereinafter retained on the property hereby conveyed, and being additionally secured by a Deed of Trust of even date herewith executed by the said L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., to CARL J. RECTOR, Trustee, reference to which is here made for all purposes,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR.,

of the County of Harris State of Texas, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Harris, State of Texas, described as follows:

Lot Seventeen (17) and the south 65 feet of Lot 16, Block Thirty-two (32) of BRAES TERRACE, SECTION TWO, an addition to the City of Houston in Harris County, Texas, according to the map thereof recorded in Volume 37, Page 40 of the Map Records of Harris County, Texas. Subject however to all the restrictions, covenance conditions, and easements imposed thereon by instrument recorded in Vol. 2326, Page 215, Deed Records of Harris County, Texas.



BEAES TERRACE  
SEC. 2

To HAVE AND To HOLD the above described premises, together with all the appurtenances thereto in anywise belonging unto the said L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., their heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

L. S. DAVIDSON, SR., and L. S. DAVIDSON, JR., their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, except taxes for the current year, which have been prorated as of the date hereof and are assumed by the Grantee(s), and all easements and ~~rights~~ restrictions affecting the property now on file or of record in the office of the County Clerk of said County.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

EXECUTED this 26th day of April, 1954.



*Hugh Wilkin*  
(HUGH WILKIN)

THE STATE OF TEXAS  
COUNTY OF HARRIS

Baroas Mx, the undersigned authority, on this day personally appeared HUGH WILKIN

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.



Wm. E. ARNOLD

day of April, 1954.  
*Wm. E. Arnold*  
Notary Public in and for Harris County, Texas

Filed for Record May 4, 1954 at 3:25 o'clock P.M.  
Recorded May 11, 1954 at 4:50 o'clock P.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas  
*W. D. Miller* Deputy