

266

Filed for Record Oct. 26 - 1954 at 3:10 o'clock P.M.

Recorded Nov - 19 - 1954 at 8:33 o'clock A.M.

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

By Hettie L. Mearney Deputy

RESTRICTIONS FOR BRAEBURN VALLEY, SECTION ONE

1333216

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

PURPOSE OF RESTRICTIONS For the purpose of creating and carrying out a uniform plan for the improvement and sale of BRAEBURN VALLEY, SECTION ONE, an addition to the City of Houston, Harris County, Texas, Mitchell Land Company, a Texas Corporation, Owners and Developers of Braeburn Valley, desires to restrict the use and the development of the property located in BRAEBURN VALLEY, SECTION ONE, in order to insure that it will be a high class restricted district.

1.

GENERAL RESTRICTIONS These restrictions shall be effective until January 1, 1985, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of a majority of the square foot area of the lots in BRAEBURN VALLEY, SECTION ONE, may release all of the lots hereby restricted from anyone or more of said restrictions imposed hereby or created by deed from MITCHELL LAND COMPANY, on either January 1, 1985, or at the end of any successive ten year period thereafter, by executing and acknowledging and appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1980, or at any time prior to five years preceding the expiration of any successive ten year period thereafter.

2.

USE RESTRICTION PURPOSE This property shall be used for residence purposes only. The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3.

ONE RESIDENCE ONLY EA. LOT Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by recorded plat, provided such tract constitutes a homesite as defined in the succeeding paragraph.

4.

ADDING AREA TO INDIVIDUAL LOTS Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

5.

DEFINITION RESIDENCE PURPOSE The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, steps, projections and every other permanent part of the improvements, except roofs.

266

Filed for Record Oct. 26 - 1954 at 3:10 o'clock P.M.

Recorded Nov - 19 - 1954 at 8:33 o'clock A.M.

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

By Hettie L. Maroney Deputy

RESTRICTIONS FOR BRAEBURN VALLEY, SECTION ONE

1333216

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

PURPOSE OF RESTRICTIONS For the purpose of creating and carrying out a uniform plan for the improvement and sale of BRAEBURN VALLEY, SECTION ONE, an addition to the City of Houston, Harris County, Texas, Mitchell Land Company, a Texas Corporation, Owners and Developers of Braeburn Valley, desires to restrict the use and the development of the property located in BRAEBURN VALLEY, SECTION ONE, in order to insure that it will be a high class restricted district.

1.

GENERAL RESTRICTIONS These restrictions shall be effective until January 1, 1985, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of a majority of the square foot area of the lots in BRAEBURN VALLEY, SECTION ONE, may release all of the lots hereby restricted from anyone or more of said restrictions imposed hereby or created by deed from MITCHELL LAND COMPANY, on either January 1, 1985, or at the end of any successive ten year period thereafter, by executing and acknowledging and appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1980, or at any time prior to five years preceding the expiration of any successive ten year period thereafter.

2.

USE RESTRICTION PURPOSE This property shall be used for residence purposes only. The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3.

ONE RESIDENCE ONLY EA. LOT Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by recorded plat, provided such tract constitutes a homesite as defined in the succeeding paragraph.

4.

ADDING AREA TO INDIVIDUAL LOTS Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

5.

DEFINITION RESIDENCE PURPOSE The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, steps, projections and every other permanent part of the improvements, except roofs.

6.

OUTBUILDINGS

No tents, garage, or outbuilding on this property shall be used as a residence or living quarters, temporarily or permanently, except by servants engaged on the premises.

7.

ROOFS & WALLS

No garage or servants house, attached to or detached from the house, shall be erected on any lot in BRAEBURN VALLEY, SECTION ONE with roof or outside walls of material or color different from those used in house or residence erected on such lot, except with the written consent of Mitchell Land Company.

8.

GARBAGE DISPOSAL

All residences built in BRAEBURN VALLEY, SECTION ONE, must be equipped with a Garbage Disposal.

9.

USE OF VACANT LOTS

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the Addition. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

10.

CARE OF VACANT LOTS

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, Mitchell Land Company may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work. If payment for such work is not made by time construction is started the charge for such work will be collected before water or sewer connection is made.

11.

FENCES OR WALLS

No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot, except with the written consent of Mitchell Land Company, no fence, wall, or hedge shall be placed on any portion of the sites higher than five feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Mitchell Land Company. Such encroachment is wholly at the risk of the owner.

12.

SIGNS

No signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of Mitchell Land Company, and such consent shall be revocable at any time.

13.

ANIMALS

No cattle, horses, hogs or other animals, rabbits, or poultry may be kept in any part of this property unless written permission be obtained from Mitchell Land Company, such permission to be revocable at any time.

14.

EXCAVATION

No excavations, except such as are necessary for the construction of improvements; shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of Mitchell Land Company.

15.

OTHER RESTRICTIONS

Mitchell Land Company, may make other restrictions applicable to each lot by appropriate provision in the contract or deed, without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been impressed herein.

16.

VIOLATIONS

Violations of any restrictions, condition, or covenant herein shall give Mitchell Land Company, the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

17.

MODIFICATION

Mitchell Land Company shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they shall face, to such extent as it deems for the best interest of the Addition as a whole, but such modification must be in writing.

18.

SET BACK LINES

No residence, garage or other structure shall be constructed nearer than the front building line shown on the recorded plat of BRATBURN VALLEY, SECTION ONE, and no residence nearer than ten (10) feet to either side property line and no garage nearer than five (5) feet to rear or side property line. If garage, servants house or other outbuilding is made an integral part of the residence, or is connected thereto in a manner approved by Mitchell Land Company, or a Committee appointed by them, upon submission of plans and specifications, the set-back distances from front and side lines of lot will then automatically become identical with those stipulated for the residence itself.

19.

SIZE OF HOUSE AND VALUES

Houses or residence constructed on lots as listed below must contain the number of square feet within the house itself not including porches and patios, and be valued at not less than the figures set out in the tables as shown below:

2000 Sq. Ft. \$25,000. Value

Block

1

2

3

4

5

Lots

1 & 2

1-12-14-15 to 25 Incl.

1 to 5 Incl.

1-13-14-26

land 13

1800 Sq. Ft. \$20,000. Value

Block

2

Lots

2 to 11 Incl. and 13

<u>BLOCK</u>	<u>LOTS</u>
3	6 and 11
4	2 to 12 Incl. & 15 to 25 Incl.
5	2 to 12 Incl.
6	1

<u>1600 Sq. Ft. \$18,000. Value</u>	
<u>Block</u>	<u>Lots</u>
3	7-8-9-10
6	2 & 3

In case of a two story house or residence on any lot in SECTION ONE, the ground area covered must be not less than 1000 feet and the value of same shall vary the same as single story buildings as shown above.

20.

LIABILITY
MITCHELL LAND
COMPANY

Neither Mitchell Land Company nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner on land covered by said easements.

21.

OWNERSHIP
OF UTILITIES

It shall be expressly agreed and understood that the title conveyed by Mitchell Land Company to any lot or parcel of land in said Addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm-sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Mitchell Land Company or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Mitchell Land Company.

22.

INVALIDATION
OF COVENANTS

Invalidation on any 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.

23.

PLANS &
SPECIFICATIONS
COMMITTEE

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 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 a committee composed of Preston R. Plumb, N. H. Mitchell and E. J. Gracey, officers of Mitchell Land Company and owners of Braeburn Valley, who shall continue to act until said committee may designate Braeburn Valley lot owners of record to replace them. In the event Mitchell Land Company disposes of all the lots in Braeburn Valley prior to January 1, 1985, Mitchell Land Company shall appoint a committee of not less than five (5) of the then resident owners of lots of record in Braeburn Valley to serve

as a Restrictions Committee to succeed the committee designated above. 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 if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and the related covenants shall be deemed to have been fully complied with. Neither the members of said committee, nor its designated representatives 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 1, 1985. 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 in the Deed Records of Harris County, Texas, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

24.

INSPECTIONS

For the purpose of seeing that the specifications covering each and every house or residence erected in BRAEBURN VALLEY are carried out and complied with the Mitchell Land Company will appoint a competent inspector to pass on the slab or foundation before it is poured and pass on the grades of materials specified.

Executed this 26th of Oct 1954

MITCHELL LAND COMPANY, INC.



W. H. Martin
Ass't. Secretary

Preston R. Plumb
President

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Preston R. Plumb, President, and W. H. Martin, Assistant Secretary of the Mitchell Land Co. Inc., 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 in the capacity therein and herein set out, and as the act and deed of said corporation.

Given under my hand and seal of office this 26th day of Oct, 1954.

Dorothy Daley
Notary Public in and for Harris County, Texas
DOROTHY DALEY

Filed for Record Oct. 26 - 1954 at 2:20 o'clock P M.
Recorded Nov. 19 - 1954 at 8:36 o'clock A M.

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

By Nettie L. Moroney Deputy

Irene Coussons
Attorney at Law
7802 Oldhaven
Houston, Texas 77074

L598359

MODIFICATION OF RESTRICTIONS OF
BRAEBURN VALLEY, SECTIONS I AND II 112-58-1531

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

That BRAEBURN VALLEY CIVIC ASSOCIATION AND GARDEN CLUB,
constituting the property owners association of BRAEBURN VALLEY,
SECTIONS I and II, a subdivision in the City of Houston, Harris
County, Texas, by and through its duly elected officers, and a
majority of the homeowners of said subdivision, do hereby make
and declare that the Restrictions for BRAEBURN VALLEY, SECTIONS
I and II, heretofore filed for record in the office of the County
Clerk of Harris County, Texas on October 26, 1954, and recorded
November 19, 1954 under Clerk's file Number 1333216, Volume 2485,
Page 266, Film Code Number 157-50-001-1496, creating and estab-
lishing certain restrictions, covenants and reservations to apply
to the use and occupancy of all the property in said subdivision,
shall be altered, amended and modified as follows:

new

02/28/88 0044-037 L598359 \$ 1.00

I.

An annual maintenance fee in an amount to be determined by
the Civic Committee shall be assessed to each homeowner in BRAE-
BURN VALLEY, SECTIONS I and II for the purpose of mowing and
maintaining the parkway along Braeburn Valley Drive, and for the
purpose of having private back-door garbage pick-up in the sub-
division.

SI

II.

No television satellite dish may be erected on any lot in
BRAEBURN VALLEY, SECTIONS I and/or II without the approval of the
Civic Committee, and no such satellite dish to be erected shall
be visible from the street or streets bordering said property.

All other provisions of the Restrictions for BRAEBURN
VALLEY, SECTIONS I and II, Houston, Harris County, Texas, herein-
above referred to and recorded November 19, 1954, shall remain in
full force and effect.

Dated this 21st day of April, 1985.

(105)
10

BRAEBURN VALLEY CIVIC ASSOCIATION AND
GARDEN CLUB

By

E. C. Gentry
E. C. GENTRY, CHAIRMAN CIVIC COMMITTEE

Irene Coussons
IRENE COUSSONS, PRESIDENT GARDEN CLUB

Cheryl LeBlanc
CHERYL LEBLANC, VICE-PRESIDENT GARDEN CLUB

Rosalie Jordan
ROSALIE JORDAN, SECRETARY CIVIC COMMITTEE

Jack Witte
JACK WITTE, MEMBER CIVIC COMMITTEE

Bobbie Jean Clinkenbeard
BOBBIE JEAN CLINKENBEARD, MEMBER CIVIC
COMMITTEE

RECORDER'S MEMORANDUM
This instrument was damaged at the
time received for filing