

F642678

RESTRICTIONS
BRIARTREE SUBDIVISION
SECTION ONE (I)
WALLER, HARRIS COUNTY, TEXAS

198-01-0279

Res

1.01 Land Use and Building Type. Briartree has commercial and multi-family reserves as shown on the plat. All other lots located in Briartree shall be used for residential purposes only, upon which single family dwellings of one, one and one-half and two stories may be erected. Each dwelling shall have a minimum two-car garage and shall not exceed a three-car garage for not more than three (3) cars. Garages may be attached or detached from the dwelling.

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Garages and out-buildings that are appurtenant to a residence may be erected on each building site upon which a main dwelling has been erected. The use of any dwelling for a nursing home, hospital, or any commercial or professional purpose shall be expressly prohibited. It is intended that on all lots in said Addition, that out-buildings shall not include the construction or use of a garage apartment for rental purposes to other than domestic servants hired in the main building. No garages, out-buildings or servants quarters shall be more than one story, unless the main residence is more than one story in height, in which event, the garages, out-buildings or servants quarters may be constructed to the same height as the main residence.

No structure or improvements shall be erected, altered, placed or permitted to remain on any of said lots other than those that comply with the restrictions herein specified and with the requirements of the Architectural Control Committee, as stipulated in the provisions herein.

During the sales and construction period, BENNETT & BUSHNELL, INC., or its agents, shall have the right to maintain its office, lumber yard and warehouse on any lots in the subdivision, without such action being considered a violation of these restrictions.

1.02 Location of Buildings and Fences. No building or residence fence or wall shall be located on any lot nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. The word "dwelling" or "residence", as used herein with reference to building lines, shall include galleries, porches, portecocheres, and every other pertinent part of the improvements, except a parapet wall, steps or the extension of the eaves of a roof. A residence or dwelling may be erected on a building site of more than one platted lot, in which event, the outer property lines shall be considered the side lot lines, provided that the frontage of said building site shall not be less than the minimum frontage of lots in the same block facing the same street.

No fence, hedge or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building

set-back lines, as shown on the plat of said addition, unless approved by the Architectural Control Committee as herein provided.

1.03 Building Location. In addition to the building set-back lines, as shown on the recorded plat, no building, except a detached garage or other out-buildings located 65 feet or more from the front lot line, shall be located nearer than five feet to any side lot line or back line of any lot.

1.04 Nuisances. In addition to the provision numbered (1.01) herein, which provides that each lot in said Briartree shall be used for residential purposes, and in order to emphasize said provision, that in addition thereto, no lot or improvements thereon shall be used for any obnoxious or offensive activity, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

1.05 Temporary Structures. No trailer, basement, tent, shack, garage, barn, or other out-building, erected on the tract, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

1.06 Dwelling Requirements. Ground floor area of the main structure of a one-story detached single family residence, exclusive of open and screen porches, constructed in Briartree shall be not less than 1,350 square feet and be not less than 1,100 square feet on the ground floor in the case of a 1½ and 2-story structure, and shall be a combined square footage of not less than 1,800 square feet on both the ground and upper story of said structure. Foundation floor level shall be a minimum of eight inches above the average grade level of the lot on which it is constructed. Drives and walks shall be concrete.

1.07 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat.

1.08 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for trash or rubbish. All garbage and refuse shall be kept at all times in the rear of the residences and shall be picked up at that place, or as designated by municipal authorities.

1.09 Signs and Billboards. No sign of any kind shall be displayed to the public view on any lot except one sign to advertise the property for sale or for rent, which sign shall be not more than five square feet, and a sign advertising the property for sale or for rent used by a builder during the construction and sales period of not more than five square feet. During the development period, Bennett & Bushnell, Inc. shall have the right to display two signs of not more than 50 square feet each.

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1.10 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No sand excavation shall be permitted on any lot or tracts of land in the addition.

1.11 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

1.12 Traffic Hazards. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six-feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed 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 from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Bennett & Bushnell, Inc. reserves the right to impose further restrictions on any unsold lot or lots by an appropriate written instrument or by deed duly executed and filed for record in the office of the County Clerk of Harris County, Texas. Such additional provision, however, shall not remove the restrictions herein set forth, but shall be cumulative thereof.

1.13 Building Materials. Not less than seventy percent (70%) of the exterior walls of the ground floor of each residence (and garage, if attached) shall be of brick or masonry, and all buildings built upon such lots shall be built of new materials, except the brick. All roofs shall be of wood shingle, gravel, marble tile, or 240 lb. composition shingles, primarily in earth-tone colors.

1.14 Minimum Lot Size. No residence shall be built upon any lot, tract or parcel of land containing less than Seven Thousand (7,000) square feet. No lots may be replatted without approval of the Architectural Control Committee.

1.15 Building to Face Street. Each residence shall face the street upon which the lot is located. If a residence is built upon a lot facing more than one street, the house shall face the street upon which the lot has the shortage of frontage.

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1.16 Conformity to Building Code. All buildings must be erected in conformity with the Building Codes of the municipality having direct control.

1.17 Occupancy of Structure and location of Out-Buildings. No building may be occupied until it is completed inside and outside, and any building commenced must be completed within one year from date of commencement. All out-buildings of every kind must be erected to the rear of the main building.

1.18 Lots to be Kept Clear of Items. No materials, machinery, vehicles, appliances or other goods shall be stored upon any lot except that used to construct the residence thereon during the time of such construction and for the necessary maintenance and enjoyment of the premises and the main residence after its erection.

All lots must be kept free of brush, weeds and grass in which mosquitoes, insects, rodents or varmints could propagate. Any excess waters from any lot must be drained from said lot into gutters and/or ditches existing along the streets or into natural drains. All lots shall be kept free and clear of all rubbish, garbage and unsightly materials of every type. No owner of any lot shall keep or maintain on any lot any object, animate or inanimate, offensive or obnoxious to the sight, hearing or smell of the remaining lot owners of their respective lots, at either day or night.

No cesspools, septic tanks or water wells shall be permitted.

1.19 Electric Service. Underground electric service shall be available to all lots in the Subdivision. The owner of each lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment of such cable (such point of attachment to be designated by the electric company) to electric company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence constructed on the owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

1.20 Bridges. Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage shall not be retarded in any manner.

1.21 Violations. Any violation of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under 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.

RESERVATIONS

2.01 Each lot in said property is subject to the drainage utility and gas easements shown to affect each such lot by the Plat referred to above and said owner reserves the necessary utility easements and right-of-ways within the lanes, streets and roads shown on the aforesaid Plat for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of said owner and its assigns in the subdivision, to allow for the construction, maintenance and operation of a public utility system of electric light and power, telephone lines, gas, water, sanitary sewers, or any other utility or service which said Owner may find necessary for the proper service of lots in the said property. Title to any lot or portion of lot conveyed by Briartree shall not include title to water lines, sewer lines, or any public utility lines in these easements or streets.

2.02 Bennett & Bushnell, Inc. reserves the right to impose further restrictions, and to dedicate additional easements and rights-of-way for roads, streets and utilities on any unsold tracts in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Harris County, Texas, or incorporated in any deed from owner conveying the site or sites affected thereby.

2.03 Neither owner nor any utility company using such streets and easements shall be liable for any damages done by them or their agents, employees, servants, or assigns, to shrubbery, trees, flowers or other property belonging to any lot owner of the property in which easements are reserved.

2.04 Commencing January 1, 1979, each lot shall be subject to an annual maintenance charge of not more than eight mills per square foot of lot area, for the purpose of creating a fund to be

known as the Briartree Maintenance Fund, to be paid by the then owner of each lot in conjunction with the like charges to be paid by owners of other lots in Briartree. This maintenance charge shall be secured by a vendor's lien upon said lots and is to be paid annually on the first day of January of each year in advance to the respective Bennett & Bushnell, Inc. which originally subdivided and sold said lot at its office in Houston, Texas, or its assigns or successors, with 6% interest on any delinquent payments, and such annual charge may be adjusted by said corporation from year to year as the needs of the property may in its judgment require, but shall in no event be set at a greater amount than eight mills per square foot per year. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or the transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such foreclosure or transfer. No sale or transfer shall relieve such lot from liability of any assessment thereafter becoming due or from the lien thereof.

The respective Bennett & Bushnell, Inc. which sold said lot agrees to pay such maintenance charges for its unsold lots and to apply the total of the funds to be collected, so far as they may be sufficient, toward the payment for maintenance of streets, paths, parks, parkways, esplanades, vacant lots, fogging, construction of club facilities, and doing any other thing necessary or desirable in the opinion of said corporation to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of Briartree. It is agreed that the decisions of said corporation shall be final so long as such expenditures are made in good faith.

These annual maintenance charges shall continue for a period of ten (10) years from date of filing of restrictions and then shall continue for successive five (5) year periods until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County, agreeing to the abandonment or amendment of such charges.

At such time as 75% of all of the lots in Briartree have been sold and there shall have been established a property owners association, then, at such time, the then remaining sums representing such Maintenance Fund shall be transferred to the proper officer of the property owners association and Bennett & Bushnell, Inc. shall cease to have any responsibility or obligations for such Maintenance Fund.

ARCHITECTURAL CONTROL

3.01 No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade of elevation.

3.02 The Architectural Control Committee is composed of Ron Bushnell, Ray Roberts and James T. Bennett. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After ten years from date of this instrument, the then record owners of a majority of the lots in this section, shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

3.03 The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

COMMERCIAL

4.01 Commercial reserves shall not be affected by these restrictions.

4.02 Multi-Family. The multi-family lots and sections designated on the plat may have single-family residences or two or more units erected thereon provided, however, that side lot building lines shall not be less than three (3) feet. Minimum living area of each multi-family unit shall be not less than 500 square feet. No building shall be constructed that has less than the minimum requirements described in paragraph 1.06. Covered parking shall be provided for each unit.

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Single-family residences erected on a multi-family lot shall comply with the restrictions herein for single family residences. Multi-family buildings erected on said lots shall comply with this paragraph 4.01 where applicable, and with all the other provisions for single family residences so long as such requirements are not in conflict with this paragraph. Design of duplex, three-plex and four-plex buildings shall be in architectural harmony with the single-family homes and character of the neighborhood.

4.03 Vehicle Parking. No vehicles of any type shall be kept or parked over 15 hours daily in front of the building line of any residential lot, nor shall such vehicles park on the streets in the subdivision in excess of 15 hours daily. Trucks, vans and other large vehicles in excess of one ton size shall not be parked in front of any residential or multi-family lot at any time except for the purpose of delivery.

ENFORCEMENT

5.01 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) 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, by executing and acknowledging an appropriate agreement, and filing same for record in the office of the County Clerk of Harris County, Texas at any time prior to January 1, 1999, or at any time prior to the expiration date of any successive ten-year period thereafter.

5.02 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 person or persons owning any real property situated in said development or subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN TESTIMONY WHEREOF, BENNETT AND BUSHNELL, INC., has caused these presents to be signed by its President, JAMES T. BENNETT and attested by its Secretary and Treasurer, ROLAND L. BUSHNELL, duly authorized by its Board of Directors, this 12 day of June, 1978.

ATTEST:

Roland L. Bushnell
Roland L. Bushnell
Secretary

BENNETT AND BUSHNELL, INC.

By James T. Bennett
James T. Bennett
President

198-010287

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JAMES T. BENNETT, PRESIDENT, and ROLAND L. BUSHNELL, Secretary, of BENNETT AND BUSHNELL, 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 considerations 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 13 day of June, 1978.

Martha Bennett
Notary Public in and for Harris County, Texas
My commission expires 2/4/80

THE STATE OF TEXAS
COUNTY OF HARRIS

ALLIED AMERICAN BANK of Houston, Texas, Owner and Holder of a lien against the above described property, said lien being evidenced by an instrument of record filed January 4, 1978, under file #431779 in the office of the County Clerk of Harris County, Texas, does hereby approve and join in the execution of these Restrictions of BRIARTREE SUBDIVISION, SECTION ONE (1), Waller, Harris County, Texas and hereby confirms that it is the present owner of said lien and has not assigned the same nor any part thereof.

ALLIED AMERICAN BANK

By Fred W. Melcher, Jr.
Fred W. Melcher, Jr.
Executive Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared FRED W. MELCHER, JR., Executive Vice President of Allied American Bank, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed.
Given under my hand and seal of office this 13 day of June, 1978.


Martha Bennett
Notary Public in and for Harris County, Texas
My commission expires: 2/4/80


198-01-0288

THE STATE OF TEXAS X
COUNTY OF HARRIS X

This is to certify that ~~the council of~~ ^{DW} the City of Waller, Texas has approved these Restrictions of Briartree Subdivision, Section One (1), Waller, Harris County, Texas, and that it lies wholly within the City Limits of the City of Waller.

IN TESTIMONY WHEREOF, witness the official signature of the Mayor and City Secretary of the City of Waller, Texas, this 14th day of June, 1978.


CITY SECRETARY
PEGGY REYNOLDS


MAYOR OF THE CITY OF WALLER, TEXAS
DANNY MARBURGER



AFTER RECORDING PLEASE
RETURN TO:
James T. Mahan
10153 Hammerly
Houston, Texas 77080