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NOTICE
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AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

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10/17/2013 RP2 \$104.00

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT the foregoing and attached document entitled "Braeburn Glen Residents' Guide", is an original document which was adopted in connection with the operation and administration of the Braeburn Glen Civic Club, Inc., and all of the properties governed thereby. Such document attached hereto was duly and properly adopted by said Board of Directors, and the original document which is kept in the ordinary course of business of Braeburn Glen Civic Club, Inc. The attached item constitutes a supplement to the Civic Club's "dedicatory instrument," as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached document is hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

Karren A. Maxwell

Karren A. Maxwell, Attorney
for Braeburn Glen Civic Club

20v

SUBSCRIBED AND SWORN TO BEFORE ME on this the 16th day of October, 2013.



Catherine B. Price

NOTARY PUBLIC - STATE OF TEXAS

After Filing
Please Return to: ✓
Treece Law Firm
1020 Bay Area Blvd.
Suite 200
Houston, Texas 77058

RP 089-19-1388

COPY

SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
BRAEBURN GLEN CIVIC CLUB

111

STATE OF TEXAS }

COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISIONS:

BRAEBURN GLEN, SECTION ONE plat recorded in Volume 51,
Page 37 of the Map Records of Harris County, Texas.

BRAEBURN GLEN, SECTION TWO plat recorded in Volume 59,
Page 67 of the Map Records of Harris County, Texas.

UNOFFICIAL

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS
PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENTS GOVERNING THE
ABOVE-DESCRIBED SUBDIVISIONS

RP 889-19-1389

Braeburn Glen Residents' Guide



Houston, Texas
www.braeburnglen.net

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REF 089-19-1391

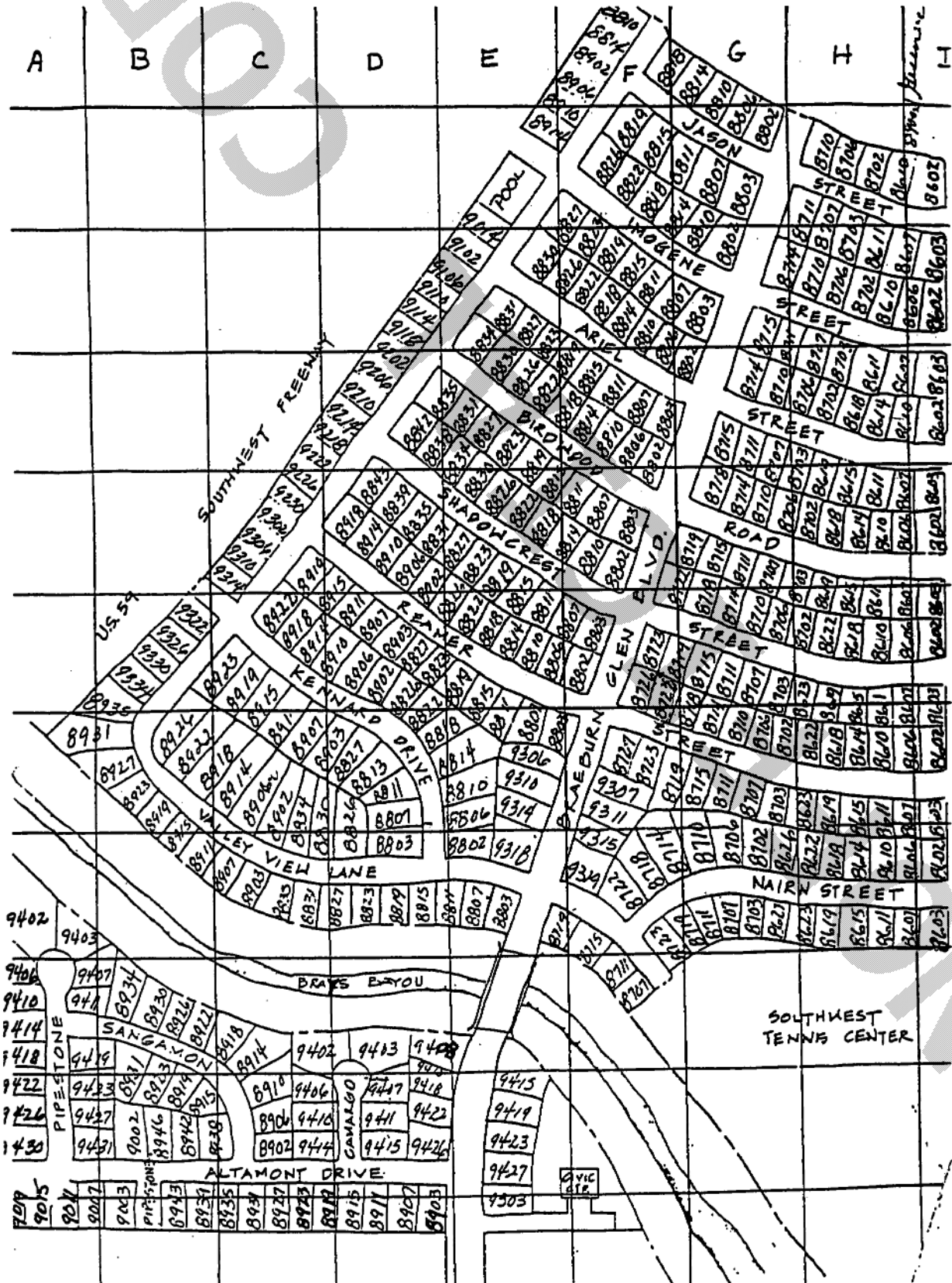
The Braeburn Glen Civic Club is operated by an elected volunteer board of directors. Officers are elected for a one year term, board members are elected to a staggered three year term.

Positions consist of:

- 1 President
- 3 Vice Presidents
- 1 Secretary
- 1 Treasurer
- 6 Board Members

Map of Braeburn Glen

RP 889-19-1393



Highlights of Deed Restrictions, City Ordinances and State Laws

All residents, renters and homeowners

Failure to comply with these will result in referral to the City Attorney's office for legal charges, Neighborhood Protection fines; or legal action by your Braeburn Glen Civic Club.

1. No livestock, wildlife, farm animals (including chickens, roosters, rabbits, etc.)
2. No commercial duty vehicles stored on property. No vehicle altered for commercial use is permitted. No vehicle displaying a commercial sign is allowed. (City Ordinance)
3. Operating a business from the property is not permitted. Not storage of materials, or vehicles related to a business. No customers or activity to a business. Computer managed businesses are permitted provided they are legal and are contained within the home by the resident only.
4. Seasonal decorations must be removed within 3 (three) weeks following the holiday.
5. Trash cans may not be stored in view from any street except on trash day. (City Ordinance)
6. Storage of construction materials, gardening materials, etc., may not be visible from any street.

7. Inoperable vehicles, uncovered boats, trailers, or RV's are not permitted.
8. No loud, disturbing noise, music or activity are permitted. (City Ordinance)
9. Maintenance of lawn, trees, and grounds is required. (No furniture, clutter, junk, auto parts, etc.)
10. Maintenance of buildings (paint, repairs, etc.) is required.
11. No vehicles may be parked on the grass, or in the yard, front or back.
12. Heavy trash may not be placed at the street except 2 (two) days before the pick-up date.
13. Architectural changes: All changes require approval of plans, colors, placement, size, etc. from the Architectural Committedd prior to beginning a project. Changes include the home, garage, driveways, outbuildings, carports, patios, etc. Please call 713-788-0611 for an approval form.
14. All homes must display clearly visible house numbers. (City Ordinance Requirement)
15. Sales: Only 2 (two) garage sales per year are allowed. (State Law Violation) No vehicle or product sales are allowed. (State License Violation)

CITY OF HOUSTON INFORMATION

Emergency Only

Call 9-1-1

Fire • Police • Ambulance • Poison

Non-Emergency Numbers

Fire	713-247-5000
Police	713-884-3131
Harris County Appraisal District (property taxes) www.hcad.org	713-957-7800
County Clerk's Office (voting)	713-755-6965
IRS - Forms	1-800-829-3676
IRS - Assistance	1-800-829-1040
www.irs.gov	
Birth/Death Certificates	713-247-1686 or 311
Crime Stoppers	713-222-8477
Harris County Information	713-755-5000
Tax Assessor/Collector	713-368-2000
Social Security	1-800-772-1213
SPCA	713-869-7722
BARC (Bureau of Animal Regulation and Control)	713-229-7300
Texas Legal Hotline	1-800-622-2520
BBB (Better Business Bureau)	713-341-6141
Bayland Community Center	713-541-9951
Metro bus schedule and routes	713-635-4000
www.ridemetro.org	

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Houston Service Center Call 3-1-1

website www.houstontx.gov/311

email 311@cityofhouston.net

Call to report graffiti, traffic signal malfunction, street light outages, ask general questions about city ordinances, etc.

Regular curbside trash pick-up is Tuesday
Curbside recycling is every other Tuesday
Call 3-1-1 for details

Heavy trash pick-up is 4th Monday of each month

Current Elected Government Officials

U.S. Representative 9th District - Al Green
1-202-224-3121 or www.house.org

U.S. Senator - John Cornyn
1-202-224-2934 or <http://cornyn.senate.gov>

U.S. Senator - Kay Bailey Hutchinson
1-202-224-5922 or <http://hutchison.senate.gov>

Governor of Texas - Rick Perry
1-800-843-5789 or <http://www.governor.state.tx.us>

State Representatives:

Senator District 13 - Rodney Ellis 512-463-0113

House District 146 - Borris Miles 512-463-0518

City of Houston Mayor - Bill White
713-247-2200 or email: mayor@cityofhouston.net

Harris County Judge / Precinct 3 - 713-755-4000

City Council of Houston
District F - M.J. Khan
832-393-3002 or email: districtf@cityofhouston.net

Braeburn Glen Civic Club By-Laws

THE BRAEBURN GLEN CIVIC CLUB, INCORPORATED

Revised Constitution and By Laws as amended November 12, 1991

ARTICLE I: NAME

The name of this nonprofit Corporation shall be the Braeburn Glen Civic Club.

ARTICLE II: PURPOSE

Section 1: Administration - The Civic Club shall have full power, authority, and standing to enforce all provisions of the Deed Restrictions and Bylaws of the Civic Club. The Civic Club shall act through the Board of Directors which shall manage the affairs of the Civic Club as further specified in the Bylaws of the Civic Club: however, every owner shall have nonexclusive right and easement of enjoyment in and to any recreation facilities owned or leased by the Civic Club subject to the following provisions:

- (a) The right of the Civic Club to charge reasonable admission, and other fees for the use of any recreational facility.
- (b) The right of the Civic Club to permit non owners to use the recreational facilities under the terms approved by the Board of Directors.
- (c) The right of the Civic Club to suspend the voting rights, and right to use of the recreational facilities by an owner or the owners delegate for any period during which any assessment owned by the owner to the Civic Club remain unpaid and for a period not to exceed sixty (60) days for any of it's published rules, and regulations relating to the recreational facilities.

Section 2: Maintain security and any other things deemed necessary by the Board of Directors for the safety and appearance of the Braeburn Glen subdivision.

Section 3: To promote a better understanding and fellowship among Braeburn Glen residents; to serve for the betterment of our community.

Section 4: To prompt the public and civic interest both in Braeburn Glen, and in The City of Houston, Texas by participating in programs conducive to protection and improvement of residential areas.

Section 5: To manage the Braeburn Glen Civic Center Recreation parks and any other real estate the Corporation may purchase in Braeburn Glen Subdivision

ARTICLE III: GOVERNMENT

The rules contained in the Robert's Rules of Order (Latest Revision) shall govern the Corporation in all cases to which they are not inconsistent to the Constitution and Bylaws of this Corporation.

ARTICLE IV: MEMBERSHIP VOTING RIGHTS

Section 1: Membership - Every person a entity who is a record owner of a fee a

undivided fee interest in any lot located in Braeburn Glen, Section one (1) or two (2), shall be a member of the Braeburn Glen Civic Club Inc, a Texas nonprofit corporation (the "Civic Club"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot and shall automatically pass with the title to the Lot. Ownership of such lot shall be the sole qualification of membership in the Civic Club and only owners of lots in either Braeburn Glen, Section one (1) a Braeburn Glen Section two (2) may be members.

Section 2: Voting Rights - Each lot owned by a member or members shall be allowed one (1) vote, which vote may be cast by the owner(s) of that lot as they amongst themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. When the owner of any lot consists of more than one (1) person or entity they shall designate one of their number to amend these covenants or vote at a meeting of the Braeburn Glen Civic Club and the act of the member so designated may be relied upon as the vote of all owners of the lot. They shall have voting power in all regular or special meetings provided the maintenance assessment has been paid. Proxies will be recognized.

ARTICLE V: MAINTENANCE ASSESSMENTS

Section 1: Covenants for Maintenance Assessments -

(a) Creation and Purpose of Fees. The owner of a lot in the Subdivision that is subject to the Restrictions is hereby subjected to and obligated to pay an annual maintenance assessment which shall be the personal obligation of the owner of the lot at the time when the assessment falls due. The maintenance assessments will be paid by the owner or owners on or before January 1 of each year with the first assessment commencing January 1, 1992. The rate at which each owner will be assessed will be determined annually, and may be adjusted from year to year by the Civic Club as hereinafter provided.

Section 2: Maximum Annual Maintenance Assessment - The maximum annual assessment for 1992 shall be \$50.00 per Member per year

(a) From and after 1992, the maximum annual assessment may be increased by the Board of Directors of the Civic Club each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may only be increased three percent (3%) above the maximum assessment for the previous year by a vote of a majority of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 3: Enforcement of Annual Maintenance Assessments - The annual maintenance assessment charged against each owner shall be due, and payable in advance, on the first (1st) day of each January. Any Annual maintenance assessment which is not paid and received by the Civic Club by the thirty-first (31st) day of each

January shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. The collection of such maintenance assessment and of the sums due here under may be enforced by a suit for a money judgment, and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest cost, and attorney's fees shall be chargeable to and be a personal obligation of the defaulting owner.

Section 4: Fiscal Year - The fiscal year shall be from January 1st to December 31st.

Section 5: Political Activities - Political activities in this club shall be strictly nonpartisan.

ARTICLE VI: OFFICERS

Section 1: The officers of this Corporation shall be President, First Vice President, Second Vice President, Third Vice President, Secretary, and Treasurer. These officers shall perform the duties prescribed by these bylaws, and by the parliamentary authority adopted by the Braeburn Glen Civic Club.

Section 2: The President shall preside at all meetings of the Club and of its Board of Directors, shall be an ex-officio member of all committees, shall be responsible for all properties of the Club and shall perform such other duties as pertain to the office.

Section 3: The First Vice President, Second Vice President, and Third Vice President shall be responsible for supervision of all standing or special committees as designated by the President, and approved by the Board of Directors.

Section 4: In the absence of the President any Vice President designated by the President may act in his stead, undertaking such duties as assigned by the President.

Section 5: The Secretary shall keep accurate records of all business transacted at all regular, special, and Board of Directors meetings. The Secretary shall be Custodian of all records, shall conduct all correspondence related to the Corporation under the direction of the President and shall read all communication of general interest

Section 6: The Treasurer shall be Custodian of all the assets of the Club and shall collect, and disburse the funds thereof as hereinafter directed. The Treasurer shall maintain up-to-date records of dues paying members and keep the Board of Directors advised regarding the status of membership.

Section 7: The immediate past President shall serve as Parliamentarian, and rule on all points of order. If the immediate Past President is not available, the President shall appoint a Parliamentarian.

Section 8: The term of office for President, First Vice President, Second Vice President, Third Vice President, Secretary and Treasurer shall be for a period of one year,

and each shall be eligible for election to a second term. At least two years must lapse following the second term of office before the officer again becomes eligible for another term in the same office. However, each shall be eligible, without a waiting period to serve as a Director or as another Officer.

ARTICLE VII: BOARD OF DIRECTORS

Section 1: The Board of Directors shall be composed of the President, First Vice President, Secretary, Treasurer and (6) six elected Directors.

Section 2: Two (2) Directors shall be elected by the membership annually

Section 3: The term of office for elected Directors shall be three years with terms staggered so that one third shall be elected each year. Directors shall be eligible for such election only two (3) year terms. (i.e. a person may serve two (3) year terms, wait one year and then be eligible to the election of another two (3) three year terms.)

Section 4: Vacancies in elective offices shall be filled by appointment by the President and be subject to the approval of the Board of Directors.

Section 5: Five (5) members of the Board of Directors shall constitute a quorum for the transaction of business at a Board Meeting. No member of the Board shall vote by Proxy.

Section 6: The Board of Directors shall at any Board meeting declare a vacancy to exist where the Officer or Director shall be in the opinion of the Board inexcusably absent for (3) three consecutive meetings or shall in the opinion of the Board fail to perform the duties as a Director or Officer. Such action shall be reported to the next regular Membership Meeting.

Section 7: Board of Directors shall have general supervision of the affairs of the Corporation, and shall make recommendations to the membership. The Board shall be subject to the order of the membership and none of its acts shall conflict with action taken by the general membership.

Section 8: The Board shall approve all policies, statements or letters however made, to or by the members of the Club or to the public regardless of nature, prior to assurance and shall not be responsible for my action not approved.

Section 9: The Board of Directors may authorize the President or a Vice President to sign contracts or other instruments on behalf of the Corporation (Civic Club).

ARTICLE VIII: MEETINGS

Section 1: Regular membership meetings of the Corporation shall be held on the first Tuesday of January, March, May, September and November.

Section 2: Special meetings of the membership may be held at the call of the Board of Directors at such time, and place as may be advisable. The President may likewise call special membership meetings. Notice of time, place and purpose of any special meeting of the general membership shall be given. Business transacted at special

meetings shall be confined to that for which the meeting was called.

Section 3: Regular meetings of the Board shall be held the (3rd) third Tuesday of each month unless otherwise notified.

Section 4: Special meetings of the Board of Directors shall be held at the call of the President. Notice of Special Board meetings and be given to each member of the Board.

Section 5: All Board meeting are open to any member of the Corporation.

Section 6: A Quorum shall consist of (5) five members of the Board where the Directors are to act.

Section 7: At any regular or properly announced special membership meeting, the eligible members present shall constitute a Quorum for the transaction of business.

Section 8: The Annual Meeting shall be held the 1st Tuesday in March, unless it is a legal holiday.

ARTICLE IX: ELECTIONS

Section 1: The president shall appoint a nominating committee composed of (3) members not later than the last regular meeting in September of each year. The nominating committee shall receive recommendations for the offices of President, First Vice President, Second Vice President, Third Vice President, Secretary, Treasurer and (2) two Directors prior to the November meeting. Nominations for any or all offices may be made from the floor by any eligible member of the Braeburn Glen Civic Club at the time of election. The nominating committee shall report a recommended slate of Officers, and Directors.

Section 2: No member of the nominating committee shall be eligible for office by action of the nominating committee.

Section 3: At the annual election there shall be elected a President, First Vice President, Second Vice President, Third Vice President, Secretary, Treasurer, and (2) two Directors. These duly elected Officers, and Directors shall assume their duties at the regular January membership meeting.

Section 4: Proxies will be recognized. Limited to (1) written end signed proxy per household.

ARTICLE X: AMENDMENTS

Section 1: These articles may be amended by resolution in writing, presented at any regular meeting, and approved by a simple majority vote or by simple majority vote of any special meeting called for this purpose.

Section 2: Notice of meetings at which such amendments are to be considered must be given at least (5) days notice prior to the time of the meeting together with the substance for the proposal.

PP 009-19-1402

ARTICLE XI: EXPENDITURES

Section 1: An annual budget is to be prepared, and presented to the membership for approval at the March meeting. The Board of Directors shall have the authority to disburse the money as directed by the approved budget, Such expenditures shall, however, be reported to the Board of Directors at it's meeting following the disbursement, and the next regular meeting.

Section 2: All checks drawn against the Club funds shall be signed by two of the following Officers: Treasurer President, First Vice President and Secretary. Since the Treasurer is Custodian of all assets, his signature whenever practical should be one of the two required.

Section 3: The Club shall provide suitable Fidelity Bonds to cover the Officers authorized to sign checks.

Section 4: Prior to the November meeting, the President shall appoint one or more members who are not Directors or Officers to make an audit of the financial records of the Club, and report to the membership in January.

ARTICLE XII: COMMITTEES

All committees shall be appointed by the President, subject to the approval by the Board of Directors, and discharged by a majority vote of the Board of Directors.

STANDING COMMITTEES: Appearance Committee, Deed Restriction Committee, Grounds Committee, Membership Committee, Finance Committee Nominating Committee, Recreational and Pool Committee and Security Committee.

ARTICLE XIII: REFERENDA

Upon request of five percent of the membership in good standing the Board of Directors shall, or upon its own initiative, submit any question to the members for a mail referendum. The ballots for such vote shall be accompanied by briefs stating both sides of the question. When so stated in the request, action taken therein by the membership shall be final.

ARTICLE XIV: DISSOLUTION OF CLUB

In the event of the dissolution of the Braeburn Club Civic Club all assets belonging to the Corporation shall be disposed of by the Board of Directors according to ARTICLE XIII of the TEXAS NONPROFIT CORPORATION ACT.

ARTICLE XV: ADOPTION

This Constitution and By-Laws (Articles of Incorporation Charter filed with the Secretary of State) shall be considered officially adopted when they have been discussed at one membership meeting and approved by a majority of the members in good standing as of November 12, 1991.

Prepared and typed by: Maxine Bigelow, Constitution and By Laws Chairman

This date: 18th November, 1991

Committee: Ruth Prim, President

and: Board of Directors; Blaine Davis, Dick Dewitt and Ulin Smith

REP 089-19-1403

Braeburn Glen Deed Restrictions

Unlike most US cities, Houston has no zoning laws which restrict certain types of buildings to specific areas. Therefore, deed restrictions written by developers and homeowner's associations play an important role in how the city is developed.

Homeowners need to have a general understanding of deed restrictions and how they are enforced. Your property is protected in Houston by deed restrictions which are written land-use and building-type agreements that protect home values by specifying what can or cannot be done on a property. These restrictions are incorporated in a deed and are binding on all property owners. Often, the restrictions are set up by a subdivision developer and are recorded in county deed records. Deed restrictions are enforced by written notification by a property owner, a neighborhood organization, the City of Houston or Harris County.

If you are planning on making repairs and/or remodeling your home, please be aware of your responsibilities of obtaining approval from the Architectural Control Committee.

The following is an excerpt from the Deed Restrictions for property located in Braeburn Glen. If you are a homeowner (or resident), please take a look at the "Use of Land" section of the Deed Restrictions. Violating any portion of the Deed Restrictions, subjects the home owner to possible legal action to correct such violations. Such legal action is always a costly course. Please comply with your Deed Restrictions

WARNING: This is not a complete version of the Deed Restrictions as filed with the County Clerk. This document is to be used for reference only and is not intended to serve as a substitute for a legal document. Do not attempt to copy or use this as a binding legal form. The Braeburn Glen Civic Club takes no responsibility for errors or inaccuracies in the transcription of this document. If you need a legal copy of this document, please obtain it from the appropriate authorities. The complete document can be found recorded in Volume 3133, page 120, at the Harris County Clerk's office.

USE OF LAND - (a) Except as herein noted, no lots shall be used for anything other than residential purposes. (b) No sign of any kind shall be displayed to the public view on any residential 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. (c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. (d) No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. (e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on any residential lot or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

ARCHITECTURAL RESTRICTIONS - No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot or home site in Braeburn Glen, Section No. One, until plans and specifications have been submitted to and approved in writing by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied

on the exterior of the structure, and such approval is to be based on the following general requirements, stipulations and restrictions:

(a) No dwelling shall be erected or placed on any lot having a width of less than sixty-five (65) feet at the minimum building setback line Nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet . . .

(b) All lots in the tract shall be known and described as residential lots except that lot designated as Reserve A upon the map of Braeburn Glen, Section No. One, filed in Harris County, Clerk's Office, under File No. 1540478. The "Reserve A" tract shown on said recorded plat shall be unrestricted.

(c) No structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a garage of such size as may be decreed to be harmonious with the other improvements by the Architectural Committee.

(d) No structure shall be moved onto any lot.

(e) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, except as provided in paragraph (f) below, nor shall any residence of a temporary character be permitted. (f) No garage apartment for rental purposes shall be permitted. Living quarters on property other than in main building may be used for bona fide servants only.

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(h) The Architectural Control Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate section.

(i) Dwellings on corner lots shall have a presentable frontage on all street on which that particular corner lot fronts.

(j) No residence shall be constructed (on any lot or building site in this subdivision) with less than one thousand one hundred (1,100) square feet of ground floor area exclusive of porches and garage.

(k) The building lines of any residence to be erected upon the hereinafter described tracts shall be:

(1) Front building line not less than 25 feet from the front property line.

(2) Rear building line not less than 25 feet from the rear property line.

(3) Side building lines not less than 5 feet from the side property line; provided, however, that on any corner lot no structure shall be erected nearer than 10 feet from the property line abutting a street, provided, however that in the event the map or plat of Braeburn Glen, Section No. One, expressly describes a different building line (either front, rear or side lines), the building line or lines prescribed in said map or plat shall control over the herein above stated building lines.

(l) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 twenty-five (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 lines 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(m) No radio or television aerial wires shall be maintained on any portion of any lot

for ward of the front building line of said lot.

(n) No garage, servants' house or other outbuilding of any kind shall be erected on any lot nearer than 70 feet to the front property line, nor nearer than 5 feet to either side property line, nor nearer than the easement on the rear or side property line of lot.

This does not apply to garage and servants' quarters when attached to the main residence but any quarters attached must be in rear. No outside toilets will be permitted.

No outbuildings shall exceed in height the dwelling to which they are appurtenant. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

The right is reserved by the Architectural Committee to change the setback restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community.

(o) No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction shall receive at least two (2) coats of paint.

(p) 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 street or between the pavement and property line.

(q) No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets, or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(r) No oil drilling, oil development operations, oil refining, quarrying, or mining operations 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 structure designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted on any lot.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon the owner, their heirs, successors and assigns and all parties claiming by, through or under it or them, and all subsequent property owners in said subdivision, each of whom shall be obligated, and bound to observe such restrictions, covenants, and conditions, provided, however, that no such person or Braeburn Glen, Inc. shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants,

and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order will in nowise affect any of the other provisions which shall remain in full force and effect.

Braeburn Glen, Inc., its successors and assigns, and/or the other owners herein mentioned their heirs, and assigns, shall have the right to enforce observance or performance of such restrictions, covenants, or conditions, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restrictions, covenant, or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyance of lots and dedication of street in said subdivision shall be subject to the easements and rights-of-way as shown on the map of Braeburn Glen, Section No. One, filed under County Clerk's File No. 1540478, Harris County, Texas, and to any easements over, under, along, and across such portions of each lot, as may be reserved in each deed, as being appropriate or necessary for the purpose of installing, using, repairing, or maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in utility companies entering into and upon said property for the purpose

There is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent to and within three (3) feet of the side lines of lots in said subdivision, said down guy anchors and push braces to extend not more than twenty-five (25) feet from the center line of tile dedicated easements as shown on the map of said subdivision. There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the map of said subdivision.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.

Executed on this the 27th day of January, 1956.

BRAEBURN GLEN, INC.
By: R.E. Baldwin, President

Attest:
Jack Culbertson, Secretary

PP 089-19-1407

COPY

Braeburn Glen Architectural Control Committee

You've spent a lot of time and money on your house. Do you want your neighbor to erect a purple colored cinder block shed in his front yard with a pink tin roof? Probably not! That is where the Architectural Restrictions in your Deed Restrictions come into action.

However, these restrictions also apply to you, whenever you plan on making changes to your property. While the City requires a permit, the Deed Restrictions require that you obtain approval from the Braeburn Glen Architectural Control Committee (ACC). Just because you get a permit from the City does not mean that your project is in line with the Deed Restrictions. The City's permit division does not look at your property's deed restrictions when it reviews permit applications.

The ACC is made up of fellow Braeburn Glen property owners who review requests to make sure that any changes are not violating the restrictions placed in your property's deed. To obtain approval from the ACC for any changes you plan to make to your property, click [HERE](#) to obtain the application and review the instructions.

Not sure if your small project is covered? Then take a look at the Architectural Restrictions section from your deed restrictions below.

The Architectural Committee, which committee and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such Committee shall have the right to designate a representative to act for it in all matters arising here under. In the event of the death or resignation of any member, the remaining members shall have full right and authority to act here under and to designate a representative to so act. In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty (30) days after 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 has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said committee, Braeburn Glen, Inc. shall have the right to fill any vacancies; and should it fail to do so within thirty days after receiving notice of such vacancy, the remaining members or member of the Committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Committee or restore to it any of its power and duties. If at any time, Braeburn Glen, Inc. is dissolved or otherwise ceases to exist, then thereafter the

PP 039-19-1403

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owner of fifty-one percent of the lots in Braeburn Glen becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

To request approval from the Braeburn Glen Architectural Control Committee (ACC), tear out this form or photocopy it and fill it out completely.

Completed applications should be mailed to the Civic Club's mailing address:

Braeburn Glen Civic Club, Inc
PO Box 710346
Houston, TX 77271-0346

Please call our message center (713.788.0611) to request that an application be mailed to you.

Please be sure to adequately describe the work you are proposing to have done on your property. If you have any questions, feel free to contact the Civic Club. If your request is not clear, the ACC may deny your request pending submittal of clarifying information. Save yourself and the ACC some time - if you're not sure, ask.

The following information must accompany your application:

Site Plan: A site plan is most easily prepared by submitting a copy of your property plat. Proposed changes/additions should be indicated, including dimensions and distances from adjacent properties and houses. This is required for all satellite dish requests.

Materials and Colors: Samples of the materials (where practical), colors to be used and an indication of the relationship to existing materials and colors must be provided. In most cases, a statement that the "proposed deck," for example, "is to be painted to match existing house" is sufficient. If the proposed color(s) are not the same as the existing colors, color chips must be submitted for clarity. All applications involving paint must have color number(s) and paint chips attached or the application will be returned.

Drawings and Photographs: A drawing of your proposed change and/or addition must be provided. Do not worry about any shortcomings in your drafting or artistic ability. Where applicable, submit manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail must be consistent with the complexity of the proposal. Relationships of architectural features such as existing and proposed roof lines, window sizes and locations, building heights, roof slopes, etc. must be shown.

• Acknowledgement of Neighbors: Your application to the ACC must include the signature of all other homeowners who will be affected by the proposed construction, color change, landscaping, etc. Your neighbor's signature DOES NOT constitute their agreement. It simply demonstrates to the ACC that you have informed them of your plans and allows them time to review and voice any concerns in a timely manner.

Third Party Comments: If a neighbor has concerns with your proposed work, they will have seven days from the date of their signature to register their concerns with the Association. The ACC will then consider their concerns along with your application. Ultimately, however, the ACC decision will be based on the standards set forth in the CCR's and this document.

Dates: The estimated start date and completion date of the proposed work must be included on the application. Your work must be completed within ninety (90) days of approval.

INSTRUCTIONS: In addition to the application, you must submit the following attachments:

1. A site plan with the location of the proposed work drawn to scale with exact dimensions shown. Note distances from property lines and show relationship of proposed work to neighboring homes and open spaces.
2. Drawings or illustrations of the proposed work showing the design.
3. Description of materials to be used and include all samples i.e. paint chips.
4. Color: Note whether the color will match the existing house or trim of house, or attach a color chip for other color.
5. Grading plan if changes in grade or other conditions will affect drainage.
NOTE: If your work will alter drainage patterns of adjacent properties, you MUST obtain the signature of the owner(s) who will be affected.
6. A separate written agreement signed by the affected lot owner if the proposed work falls on or crosses the property line at any point.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RP 089-19-1411

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Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2013 OCT 17 PM 4:02

FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

OCT 17 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

