

D793726

RESTRICTIONS AND PROTECTIVE COVENANTS
BROADACRES SUBDIVISION

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

156-33-2078

WHEREAS, Broadacres (herein called the "Subdivision") is the name of a recorded residential subdivision in the City of Houston, Harris County, Texas, being a part of Lot 4, a subdivision of Lot 5, of the Obedience Smith Survey, said subdivision being set out on that certain plat (herein called the "Plat") recorded in Volume 526, Page 497, of the Deed Records of Harris County, Texas, which map is incorporated herein by reference, and

WHEREAS, the undersigned are owners of all of the lots in the Subdivision identified by the number(s) set opposite the name of each at the place provided for the signature of each, the undersigned being herein called collectively and individually "Lot Owners", and

WHEREAS, Broadacres is a quality area of single family residences, and

WHEREAS, the Lot Owners for the benefit of themselves and future owners of property in the Subdivision wish to preserve the nature, beauty and high quality of the Subdivision:

NOW, THEREFORE, for the purpose of establishing a uniform recorded reference to the restrictions, protective covenants and conditions applicable thereto, we, the undersigned Lot Owners, do hereby adopt the restrictions, protective covenants and conditions (herein collectively called the "Restrictions") and do hereby establish, adopt and promulgate said Restrictions which shall be applicable to all lots in the Subdivision.

1. Land Use and Building Type:

No lot shall be used for any purpose except for single family residential purposes. The term "residential purposes", as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and bona fide servant quarters, except Lots 6 and 9 on each of which no more than 2 single dwellings may be constructed, placed or permitted.

2. Dwelling Size and Construction:

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 4,500 square feet.

3. Building Location:

No residence shall be constructed nearer than sixty (60) feet to the front property line, nor nearer than twenty (20) feet to either side property line. These restrictions establishing building lines apply to galleries, porches, port cocheres, but will not be construed to apply to entrance steps. No fence, garage, servant's house or other detached structure shall be constructed nearer than one hundred and fifty (150) feet to the front property line, and none of the structures named, except fences, may be built nearer than ten (10) feet to either side or rear property line. On corner lots, however, none of the structures named may be built closer than one hundred and twenty-five (125) feet to the side street property line.

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The front property line of each lot shall be as follows:

<u>Lot No.</u>	<u>Front Property Line</u>
Lots 1-6	The southerly right-of-way line of South Boulevard
Lots 9-15	The northerly right-of-way line of North Boulevard
Lots 8, 16-20	The southerly right-of-way line of North Boulevard
Lots 7, 21-25	The northerly right-of-way line of South Boulevard

4. Lot Area:

Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than 37,000 square feet in area.

5. Nuisances:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants), or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. Utility Lines:

No pole, lines or overhead wires may ever be built or installed on any lot in the Subdivision. All electrical, light, telephone and other wires must be brought into the Subdivision property underground.

8. Trees and Hedges:

No tree located within 15 feet of any curb of North, South, or West Boulevard or Parkway may be substantially altered, removed, cut down or harmed except with the permission of the Committee. The Committee's permission shall not be unreasonably withheld where permission is sought to accommodate driveways or similar uses. Hedges planted in the addition must be planted such a distance from the curb that the trimmed side of the hedge, being the side next to the curb, will not approach nearer than 8 feet to the curb. Grass on the lots must be kept mowed at regular intervals in order to maintain the lots' neat and attractive appearance.

9. Animals:

No animals, except bona fide domestic pets such as dogs and cats, may be kept in the addition.

10. Signs:

No sign, billboard, posters or advertising devices of any character, except ordinary "For Sale" signs may be placed anywhere within the Subdivision.

11. Architectural Control:

No Structure shall be erected, placed or altered on any lot in the Subdivision until two (2) sets of building plans, specifications and plot plan, showing the location of such Structures, have been approved in writing as to conformity with these Restrictions by an Architectural Committee (herein called the "Committee") composed of five (5) members. This Committee shall initially consist of the following persons:

J. L. Coffman
Henry G. Glass
Wallace D. Wilson

Wm. N. Bonner
E. C. Norwood

In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to appoint a replacement, (if they desire), who shall be an owner of property in the Subdivision. At any time the then record owners of a majority of the building sites in the Subdivision shall have the power to change the membership of the Committee, to withdraw any powers from the Committee, and to restore to the Committee any of the powers and duties created hereunder, by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Harris County. Plans approved by the Committee shall be considered as conforming to these Restrictions. The Committee shall in all matters act by majority vote. In the event the Committee fails to give its approval or disapproval within thirty (30) days after such plans and specifications, together with evidence of estimated cost of construction as discussed below, have been submitted to it, such approval shall not be required, and this covenant will be deemed to have been complied with; provided however, the necessity for compliance with all the remaining provisions of these Restrictions shall not be waived or affected by the Committee's failure to act. The members of the Committee

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shall not be entitled to any compensation for services performed pursuant to this covenant and shall not be liable for any action taken in good faith. The Committee shall have full power and authority to reject any plans and specifications that are not in keeping with the requirements of these Restrictions. Any Dwelling erected in the Subdivision must have a construction cost of no less than \$18.00 per square foot of air conditioned space on the existing market at the time of commencement of construction. In calculating the construction cost per square foot, there shall not be included land cost, architect fees, engineering fees, interim financing costs and attorneys' fees. It is intended and contemplated that the \$18.00 per square foot cost of construction provided herein as a minimum cost shall and will vary from time to time as the cost of construction varies on the open market in the future. For example, should construction cost at a given date be 10% less than the prevailing costs as of the date hereof, a Dwelling costing \$16.20 per square foot will satisfy the requirement hereby provided as a minimum cost; whereas, should construction cost increase 10%, a \$19.80 per square foot cost will be necessary to satisfy the minimum cost per square foot. The Committee shall determine from time to time the appropriate adjustment, if any, to the minimum per square foot set out herein. Those desiring to construct a Dwelling on a lot shall submit appropriate evidence to the Committee of the estimated cost of construction.

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The "Trustees" now acting and their successors as provided for in that certain Memorandum of Agreement and Conveyance dated January 31, 1923, between Guardian Trust Company, W. D. Cleveland, Jr., John F. Dickson, Walter H. Walne, Burke Baker, and James H. Baker, Jr., recorded in Volume 526, Pages 493-497, and that certain Deed dated January 31, 1923, from James A. Baker to Guardian Trust Company, et al, recorded in Volume 526, Pages 486-493, to which instruments and the record thereof reference is here made for all purposes, and the provisions thereof with respect to the appointment of Trustees, their successors, removal, powers, rights and responsibilities are hereby in all respects, ratified and confirmed, it being the intention of the undersigned to confirm that said Trust as provided for and referred to in said recorded instruments shall remain in full force and effect in accordance with its terms as to the properties covered thereby.

Invalidation of one or more of these covenants, by a judgment or a court order or otherwise, shall in no wise affect any other covenants, restrictions or conditions, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

All valid and enforceable easements of record now affecting property in the Subdivision are hereby in all things ratified and confirmed.

A violation of these Restrictions or any part of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien

acquired and held in good faith upon said lots 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 contained.

The covenants, restrictions and conditions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner of the lot or lots owned by the undersigned and his heirs, executors, administrators and assigns. Accordingly all of the covenants, restrictions and conditions contained herein shall be covenants running with the land, enforceable at law or in equity by any one or more of said parties. Any person, firm or corporation owning any lot or any part thereof in Broadacres, which is subject to the restrictions herein contained, or similar restrictions hereinafter imposed, may require the observance of these conditions, restrictions and covenants by the prosecution of any proceedings in court or in equity against any person, firm or corporation so violating or attempting to violate the same, to require removal of any such violation or enjoin the attempted violation, and shall also be entitled to any damage or other dues for any such violations, provided, that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the property involved in such breach; and further, each of the undersigned hereby acknowledges that each of the other Lot Owners executing this instrument is not now in violation of any such covenant or restriction.

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Deeds of conveyance of each of said lots may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

These covenants, restrictions and conditions are to run with the land and shall be binding on all of the Lot Owners and all persons claiming under them until January 1, 1983, after which time said covenants, restrictions and conditions shall terminate.

DATED and EXECUTED as of this 12th day of December, 1972.

(460)
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Lot No. 1

for & wife, Willington Thurston Bryan

Alva E. Ott

Lot No. 2

for & wife, Margaret Dickson Ott