

**BRIARHILLS PROPERTY OWNERS ASSOCIATION**

**DEED RESTRICTIONS AND**

**DUTIES OF THE ARCHITECTURAL CONTROL COMMITTEE**

## **BRIARHILLS**

### **PROPERTY OWNERS ASSOCIATION**

#### **DEED RESTRICTIONS**

1. All buildings, structures, and other improvements erected, altered, or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any Living Unit shall be at least fifty-one per cent (51%) brick, stone, or other masonry; in computing such percentage, roof areas shall be excluded, but attached garages, porches, and other structures constituting part of the Living Unit proper shall be included.
2. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision, and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.
3. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in the Subdivision except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner or tenant of any Living Unit, provided they are not kept for any commercial purpose.
4. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals

at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

5. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Subdivision.

6. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

7. No boat, trailer, camping unit, bus, truck, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-ups in good repair and attractive condition.

8. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots.

9. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

10. Without the prior written authorization of the Architectural Control Committee, no television or radio antenna of any sort shall be

placed, allowed, or maintained outside a Living Unit or on the exterior of any building or other improvement located on a Lot.

11. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

An underground electric distribution system will be installed in the Subdivision, which underground service area embraces 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 Electrical 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 at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary 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 such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle alternating current.

The electric company has installed the underground electric distribution system in the Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Subdivision is being developed for single family dwellings of the usual and customary type, constructed upon the

premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings expressly excludes mobile homes). Therefore, should this Declaration be amended and the plans of the Lot Owners in the Subdivision be changed so as to permit the erection of any mobile home in the Subdivision, the company shall not be obligated to provide electric service to any mobile home unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve the Subdivision, or (b) the Owner of such Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, or having been agreed that such amount reasonable represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

12. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

13. No fence, wall, tree, hedge or planting shall be maintained in the Subdivision in such manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

14. No billboards or other signs may be erected in the Subdivision without the prior written consent of the Architectural Control Committee. Such Committee shall furnish, upon request, a signage manual setting forth the limitations and guidelines for signs, which shall be reasonable in scope and restriction, and shall grant its written approval of signs which satisfy the requirements of such manual. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision.

15. The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after seven (7) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner, (i) to mow the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent (10%) per annum, and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon. The provisions of this Section 15 shall not apply to the mowing of grass on a vacant Lot if the Owner of the Lot is current in the payment of the assessment on such Lot.

16. Except for the easement rights elsewhere recognized in the Declaration, each Lot shall be used only for a Living Unit and a private garage or carport, and no Lot shall be used for business or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage, or, if the Architectural Control Committee so approves in writing, a carport. Each garage or carport shall be at least twenty (20) feet in width and twenty-two (22) feet in length. Bona fide domestic servants may live in the improvements on any Lot.

17. Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Lot faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

18. No building or Living Unit in the Subdivision shall exceed in height three (3) stories or thirty-six feet (36'), measured from the finished grade of the building site. On a Patio Home Lot a Living Unit of one story shall contain not less than 1650 square feet of living area and a Living Unit of more than one story shall contain not less than 2000 square feet of living area, and on a Lot other than a Patio Home Lot a Living Unit of one story shall contain not less than 2200 square feet of living area and a Living Unit of more than one story shall contain not less than 2600 square feet of living area, unless the Architectural Control Committee agrees to the contrary in writing. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages. Measurements shall be to the face of the outside walls of the living area.

19. As to each Lot the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) No building, fence, or other structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.
- (b) Before the residence constructed on the Lot is completed, the Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2')

away from the lot line. The sidewalk shall extend along the entire common boundary between the Lot and the adjacent street right(s)-of-way. In the case of a corner Lot, the front and side sidewalks shall each extend to the street curb.

- (c) Before the residence constructed on a corner Lot is completed, the Owner shall install a gas light in the front yard thereof and a gas light in the side yard thereof. Before the residence constructed on an interior Lot is completed, the Owner shall install a gas light in the front yard thereof. Each such gas light shall be installed between the residence and the abutting street, at a location approved by the Architectural Control Committee, and shall meet specifications therefor required by the Architectural Control Committee.

20. As to each Lot other than a Patio Home Lot the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) No building shall be located nearer than five feet (5') to any interior lot line, except that a garage or other permitted building located seventy feet (70') or more from the front lot line may be located as near as three feet (3') to an interior side lot line.
- (b) Any garage which is not located sixty feet (60') or more from the front lot line must open or face onto an interior side lot line.

21. As to each Patio Home Lot the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) Subject to the provisions of item (b) next below, a building on any such Lot shall not be closer than five feet (5') to the line of an adjacent Lot.

(b) A building on any such Lot need not be set back any required distance from the line of an adjacent Lot if, but only if, all of the following conditions apply:

- (1) The side of the subject building which faces an adjacent Lot contains no fenestration<sup>1</sup> which is closer than five feet (5') to the line of the adjacent Lot;
- (2) The side of the subject building is not closer than five feet (5') to the side of a building on an adjacent Lot;
- (3) The side wall of the subject building and the side wall of any building on an adjacent Lot within ten feet (10') of the subject building are constructed of permanent low-maintenance material, consisting of masonry with face-brick exterior or the equal thereof as approved in writing by the Architectural Control Committee; and such walls satisfy the City of Houston Building Code as to fire resistance; and
- (4) The site plans and other documents required in Section 7.2 of the Declarations for the subject Lot and for all affected adjacent Lots are submitted to the Architectural Control Committee for approval at the same time in the required sequence.
- (5) In the case of a corner Lot, the sidewalks shall have a down ramp at each curb in compliance with Harris Country requirements.

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<sup>1</sup>"Fenestration" shall mean and refer to a door, window, or other opening in the wall of a building.

(6) The building on each Patio Lot shall adjoin the south boundary line thereof if the Lot faces east or west, or shall adjoin the west boundary line thereof if the Lot faces north or south; provided, if there is a building line or utility easement along any such south or west boundary line, then the building shall adjoin the building line or utility easement which is long said south or west boundary line.

22. The Owner of each Lot, as a minimum, shall spot sod or sprig with grass the area between his Living Unit and the curb line(s) of the abutting street (s), and shall plant in the same area at least two trees, each having a minimum diameter of three inches (3") at a height twelve inches (12") above finished grade. The grass and trees shall be of a type and within standards prescribed by the Architectural Control Committee, and such Committee's approval of the proposed locations of the trees shall be obtained before they are planted.

## **DUTIES OF THE ARCHITECTURAL CONTROL COMMITTEE**

No buildings or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with the Deed Restrictions and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within ten (10) working days after they have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within ten (10) working days after they have been submitted to it, approval thereof will not be required and the provisions of this section will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum set-backs; driveway access to adjacent streets; the location, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property. Unless the Architectural Control Committee agrees otherwise in writing, there shall be no chain link fencing and no roofing material other than wood shingles in the Subdivision. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.