

BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



4010 Blue Bonnet, Suite 115
P.O. Box 20486
Houston, Texas 77225-0486
Tel.: (713) 666-7248
Fax.: (713) 666-0677

Ayrshire 1

Attached is a copy of the restrictions you requested. Braeswood Place Homeowners Association, its agents and officers make no guarantee as to their accuracy and application. Therefore, you should consult your attorney to review the restrictions and their application to the property in question. Furthermore, there are City of Houston and other regulatory ordinances that do affect the use of your property. Consult with your attorney and/or the City of Houston/Harris County as to what additional rules and regulations govern the use and enjoyment of your property.

Braeswood Place Homeowners Association

Section I

with Amendments

1 + 2.

#307,193

RESTRICTIONS

RECORDED DEED BOOKS. VOL. 1426 P. 614

DATED: February 20, 1946

FILED: March 6, 1946 at 9:50 A. M.

FROM: Ayrshire Corporation,
By: David Hannah, Jr., President
Attest: J. B. Cassidy, Secretary (SEAL)

TO: Ayrshire Add.

STATE OF TEXAS:
COUNTY OF HARRIS:

Section I

WHEREAS, Ayrshire Corporation, incorporated under the laws of the State of Texas, is the owner of the following described tract of land out of the P. W. Rose Survey in Harris County, Texas, particularly described by notes and bounds as follows:

Here follows field note description- - -

And containing 26.436 acres of land, more or less, of the West 245.703 acres North of Bray's Bayou out of the P. W. Rose Survey, Harris County, Texas; and said corporation has subdivided and platted said property as shown by the map of Ayrshire Addition, First Section, filed for record with the County Clerk of Harris County, Texas, under File No. 304980.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Ayrshire Corporation does hereby dedicate the streets, avenues, drives and parkways for use by the public as such, reserving the right to itself, its successors and assigns, to at any time use the same for the installation, maintenance, repairs and renewal of any and all public utilities, and agrees that the land shown to be subdivided according to said plat is hold, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements and restrictions as hereinafter set forth.

DEFINITIONS: The word "street" as used herein shall include any street, drive, boulevard, road, lane, avenue or place as shown on the recorded plat as a thoroughfare.

A "corner lot" is one that abuts on more than one street.

Any lot, except a corner, is deemed to front on the street upon which it abuts.

A corner lot shall be deemed to front on the street on which it has its smaller dimension, or if dimensions on more than one street are the same, the Corporation reserves the right to designate which street the lot shall face.

RESTRICTIONS: For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said Addition as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof, and shall be made a part of each and every contract and deed executed by or on behalf of Ayrshire Corporation by appropriate reference to this dedication, and same shall be considered a part of each contract and deed as though fully incorporated therein.

And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said Addition as shown by said plat and as referred to herein, and same shall constitute

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Cont. Pg. #2

covenants running with the land and shall be binding upon, and shall inure to the benefit of Ayrshire Corporation and its successors, and all subsequent purchasers of said property, and each such purchaser, by virtue of accepting a contract or deed covering said property, shall be subject to and bound by such restrictions, covenants and conditions, and for the terms of this instrument as hereinafter set forth.

VOID BY FEDERAL STATUTE

USE OF LAND (a) Except as herein noted, no lot shall be used for anything other than residential purposes.

(b) No signs, billboards, posters or advertising devices of any character shall be erected on this property without the written consent of the Corporation, and such consent shall be revocable at any time.

The right is reserved by the Corporation to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this Addition.

(c) No swine, chickens, horses or cattle shall be kept on said premises.

(d) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, 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 homestead in Ayrshire Addition, First Section, until plans and specifications have been submitted to and approved in writing by Ayrshire Corporation.

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 by the Corporation is to be based on the following general requirements, stipulations and restrictions, together with any other requirements, stipulations and restrictions that the Corporation may deem advisable to include in the deed conveying said property:

(a) No residence shall be erected on a lot or homestead of less frontage than seventy (70) feet or an area of eight thousand seven hundred seventy five (8775) square feet.

Cont.---

Amended

(b) All lots in the First Section shall be known and described as residential lots, and no structure shall be erected on any residential building lot in blocks one (1), Two (2), and Three (3) of the First Section other than one detached single-family dwelling, not to exceed two stories in height, and a one or two car garage; and no structure shall be erected on any residential building lot in block (4) other than one detached single family dwelling, or a duplex not to house more than two (2) families, and not to exceed two stories in height, and a one or two car garage; and no structure shall be erected on any of the residential building lots referred to on the plat as lots A, B, C and D in the First Section other than one detached single family dwelling, or a duplex not to house more than two (2) families, not to exceed two stories in height, and a one or two car garage, or a four (4) unit apartment not to house more than four (4) families, not to exceed two stories in height, and a four car garage.

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

(d) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

No trailer, trailer house, or movable structure of any kind or type or temporary building shall be erected or maintained on any lot except during actual construction of the home being erected thereon, and then such trailer house or temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets or easements, and at completion of construction, the temporary building must be removed immediately.

(e) No garage apartment for rental purposes shall be permitted.

All living quarters on property other than in main building to be for bona fide servants only.

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

(g) Where corner lots are of equal or nearly equal dimensions on two streets, or they are irregular shaped lots, the Corporation reserves the right to designate the direction in which such improvements shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate section.

(h) Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner lot fronts.

(i) No residence shall be constructed on any building site in the Addition of less actual value than Five Thousand Dollars (\$5,000.00) and with not less than a minimum floor space of 1,000 square feet for bungalows and 1,200 square feet for two story residences,

These restrictions as to the value of improvements are based upon labor and material costs as of January 1st, 1946, and all future value of improvements is to be given consideration based upon comparative costs of labor and material at the time of construction, using the basic value hereinabove given.

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Amended

(j) The building lines of any residence to be erected shall be not nearer than twenty five (25) feet from the front lot line, nor nearer than five (5) feet to any side lot line on inside lots, nor nearer than twenty (20) feet to the side property line along any street upon which such building does not front or face.

(k) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the consent of the Corporation.

No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes, with a base construction of more than six (6) feet, shall be erected, grown or maintained on any part of any lot without the consent of the Corporation.

(l) No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

Amended (m) No garage, barn, servant's house or other outbuilding of any kind shall be erected on any lot nearer than one hundred (100) feet to the front property line, nor nearer than five (5) feet to either side property line on inside lots, nor nearer than twenty (20) feet to the property line on corner lots, nor nearer than the easement on the rear of said lot.

This does not apply to garage and servant's quarters when attached to main residence, but any servant's quarters attached to main residence must be in rear of same.

No outside toilets will be permitted.

No outbuildings shall exceed in height the dwelling to which they are appurtenance, without the written consent of the Corporation. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenants.

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

(n) 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, and and no such buildings shall have a wood shingle roof unless same is painted or stained an attractive color.

(o) The frairage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly is strictly prohibited.

(p) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three fourths (1 3/4ths) square feet (18 inch diameter pipe culvert).

Culverts or bridges must be used for driveways and/o walks.

Duration of Restrictions; All of the restrictions and cove-

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Cont. Pg. #5

nants here in set forth shall continue and be binding upon the Corporation, and upon its successors and assigns, for a period of twenty five (25) years from the date this instrument is filed for record in the office of the County Clerk of Harris County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided, however, that the owners of the legal title to the lots as shown by the records of Harris County having more than fifty (50%) per cent of the front footage of the lots shown on plat of record may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from the Corporation at the end of the first twenty five (25) year period, or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreement in writing for such purpose, and filing the same for record in the manner then required for the recording of land instruments, at least two (2) years prior to the expiration of the first twenty five (25) year period, or at least two (2) years before the expiration of any fifteen (15) year period thereafter.

RIGHT TO ENFORCE: The restrictions herein set forth shall be binding upon the Corporation, its successors and assigns, and all parties claiming by, through or under it or them, and all subsequent owners of property in said Addition, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such person or corporation 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 said 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. Ayrshire Corporation shall have the right to enforce observance and performances of such restrictions, covenants and 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 other 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 restriction, covenant or condition, or to enforce performance of same.

EASEMENTS: It is agreed that all sales of lots and dedication of streets in said Addition shall be subject to easements over and across such portions of each lot, as hereinafter designated, as may be deemed appropriate or necessary for the purpose of installing, using, repairing and 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 anyone of all of the owners or operators of such utilities, to remove any and 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

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Cont. Pg. #6

of their circuits, lines, pipes or drainage ditches or structures.

Such easements shall be for the general benefit of the Addition, and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, and shall extend to only the following portions of said Addition:

In blocks one (1), two (2), three (3) and four (4) there is an easement five (5) feet in width off of the rear of each lot, and an easement five (5) feet in width off of the rear of lots A, B, C, and D of said Addition.

In addition to the easements herein designated and dedicated for the use of all public utility companies, there is also dedicated for the 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 adjacent to said easements designated.

UPKEEP: The purchasers of property in said Addition shall be required to keep the weeds cut on the particular property owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easement, or in the street abutting the same.

The area in the street between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles.

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

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Amendment 1

#387,200.

AMENDMENT TO RESTRICTION.

RECORDED DEED RCDS.VOL. 1537, Pg. 58.

DATED : SEPTEMBER 23, 1946.

FILED: DEC. 16, 1946, at 2:40 P. M.,

FROM : AYSHIRE CORPORATION.

TO : -----

WHEREAS, Ayshire Corporation, incorporated under the laws of the State of Texas, filed an instrument of record dated February 28, 1946, setting forth the various covenants, conditions, stipulations, easements and restrictions affecting Ayshire Addition, 1st Section, which is out of the P. W. Rose Survey in Harris County, Texas, said instrument being filed for record with the County Clerk of Harris County, Texas, on March 6, 1946, under file number 307,193; and

WHEREAS, the restrictions referred to above contain a paragraph under the architectural restrictions which read as follows, to-wit:

"(M) No garage, barn, servant's house or other outbuilding of any kind shall be erected on any lot nearer than one hundred (100) feet to the front property line, nor nearer than five (5) feet to either side property line on inside lots, nor nearer than twenty (20) feet to the property line on corner lots, nor nearer than the easement on the rear of said lot.

"This does not apply to garage and servant's quarters attached to main residence, but any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

"No outbuildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Corporation. 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 Corporation to change these restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community".

And Whereas, the undersigned being the respective owners of all the various lots known as AYRSHIRE ADDITION, 1st Section, as set forth by each of their respective names, and whereas, it is the desire of said owners to amend Paragraph "M" of the restrictions heretofore mentioned;

NOW, THEREFORE, WE, the respective owners of the various lots in AYRSHIRE ADDITION, as hereinafter indicated, for and in consideration of the premises and the mutual benefit gained by each of the respective parties hereto, do hereby agree to amend Paragraph "M" of the restrictions affecting AYRSHIRE ADDITION, 1ST SECTION, to read as follows, to-wit:

"(M) No garage, barn, servant's house, or other outbuilding of any kind shall be erected on any lot nearer than the front building line of the main residence, nor nearer than five (5) feet to either side property line on inside lots, nor nearer than twenty (20) feet to the property line on corner lots, nor nearer than the easement on the rear of said lot.

" This does not apply to garage and servant's quarters attached to main residence, provided, however, any garage or servant's

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continued---page #2.

quarters so attached must be constructed within the building lines as established in Paragraph "J" of the architectural restrictions referred to herein, and provided, further, that any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

"No outbuildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Corporation. 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 Corporation to change these restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community".

IT IS HEREBY stipulated, understood and agreed by the parties hereto that nothing herein shall affect all of the various covenants, conditions, stipulations easements and restrictions which are set forth in the original instrument, first above mentioned, other than Paragraph "M" as hereinabove set forth.

Amendment 2.

#400,694

AMENDMENT TO RESTRICTIONS

RECORDED DEED RCDS VOL 1556 P 447

DATED: January 31, 1947

FILED: Feb. 13, 1947 at 2.40 P.M.

FROM : Ayrshire Corporation,
By David Hannah, Jr., President, et al
ATTEST: J. B. Cassidy, Secretary (---)

TO : - - -

THE STATE OF TEXAS:
COUNTY OF HARRIS:

Section 1

AMENDMENT TO RESTRICTIONS

WHEREAS, Ayrshire Corporation, incorporated under the laws of the State of Texas, filed an instrument of record dated February 28, 1946, setting forth the various covenants, conditions, stipulations, easements and restrictions affecting Ayrshire Addition, First Section, which is out of the P. W. Rose Survey in Harris County, Texas, said instrument being filed for record with the County Clerk of Harris County, Texas, on March 6, 1946, under file Number 307,193; and

WHEREAS, the restrictions referred to above contain paragraphs under the architectural restrictions which read as follows, to-wit;

(b) All lots in the First Section shall be known and described as residential lots, and no structure shall be erected on any residential building lot in Blocks One (1), Two (2) and Three (3) of the First Section other than one detached single-family dwelling, not to exceed two stories in height, and a one or two car garage; and no structure shall be erected on any residential building lot in Block Four (4) other than one detached single family dwelling, or a duplex not to house more than two (2) families, and not to exceed two stories in height, and a one or two car garage; and no structure shall be erected on any of the residential building lots referred to on the plat as Lots A, B, C and D and in the First Section other than one detached single family dwelling, or a duplex not to house more than two (2) families, not to exceed two stories in height, and a one or two car garage, or a four (4) unit apartment not to house more than four (4) families, not to exceed two stories in height, and a four car garage.

(j) The building lines of any residence to be erected shall be not nearer than twenty-five (25) feet from the front lot line, nor nearer than five (5) feet to any side lot line on inside lots, nor nearer than twenty (20) feet to the side property line along any street upon which such building does not front or face; and

WHEREAS, the undersigned are the respective owners of all the various lots known as Ayrshire Addition, First Section, as set forth by each of their respective named; and, whereas it is the desire of said owners to amend paragraphs (b) and (j) of the restrictions heretofore mentioned for the reason that it will be for the best appearance of the immediate community.

NOW, THEREFORE, we, the respective owners of the various lots in Ayrshire Addition, as hereinafter indicated, for and in consideration of the premises and the mutual benefit gained by each of the respective parties hereto, do hereby agree to amend paragraphs (b) and (j) of the restrictions affecting Ayrshire Addition, First Section, to read as follows, to-wit;

CONT. - - -

#400,694
Cont'd. P. #2.

(b) All lots in the First Section shall be known and described as residential lots and no structure shall be erected on any residential building lot in Blocks One (1), Two (2), and Three (3) of the First Section, other than one detached single-family dwelling, not to exceed two stories in height, and a one or two-car garage; and no structure shall be erected on any residential building lot in Block Four (4), other than one detached single-family dwelling or a duplex, not to house more than two families and not to exceed two stories in height, and a one or two-car garage, except Lot Ten (10) in Block Four (4) on which lot there may be erected an apartment building or buildings of not more than a total of eight family dwelling units, and not to exceed two stories in height and not more than an eight-car garage; and no structure shall be erected on any of the residential building lots referred to on the plat as Lots A, B, C and D in the First Section, other than one detached single-family dwelling or a duplex not to house more than two families, not to exceed two stories in height, and a one or two-car garage, or an apartment building or buildings of not more than a total of eight family dwelling units, and not to exceed two stories in height, and not more than an eight-car garage.

(j) The building lines of any residence to be erected shall be not nearer than twenty-five (25) feet from the front lot line nor nearer than five (5) feet to any side lot line on inside lots nor nearer than twenty (20) feet to the side property line along any street upon which such building does not front or face except Lot Ten (10) in Block Four (4) and Lots (a), (B), (C) and (D), which lots the building lines are to be as follows, to-wit;

(1) The building lines of any residence, duplex or apartment to be erected upon Lots A and B shall be not nearer than twenty (20) feet from the lot line along Academy Street, and not nearer than ten (10) feet from the lot line along Gramercy Street;

(2) The building lines of any residence, duplex or apartment to be erected upon Lots C and D shall be not nearer than twenty (20) feet from the lot line along Academy Street and not nearer than ten (10) feet from the lot line along Belfountain.

(3) The building lines of any residence, duplex or apartment to be erected upon Lot Ten (10) in Block Four (4) shall be not nearer than twenty (20) feet from the lot line along Gramercy Street and not nearer than twenty (20) feet from the lot line along Lanark Street.

It is hereby stipulated, understood and agreed by the parties hereto that nothing herein shall affect all of the various covenants, conditions, stipulations, easements and restrictions which are set forth in the original instrument first above mentioned, other than paragraphs (b) and (j), as hereinabove set forth, which paragraphs are to take the place of and are in lieu of paragraphs (b) and (j) of the original instrument first above mentioned, dated February 28, 1946.

Ayrshire Sect. 1, Lot 4, Block 4
(4014 Lamar)

Detail
TS73373

527-11-3540

PETITION TO MODIFY OR ADD TO EXISTING RESTRICTION

This Petition to Modify or Add to Existing Restrictions (hereinafter referred to as "Petition") is a petition promulgated pursuant to Section 201 of the Texas Property Code for the purpose of modifying or adding to an existing restriction for a subdivision in the city limits of Houston, Harris County, Texas.

07/23/99 200225% 107223

1. The name of the subdivision is Ayrshire, First Section, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 22, Page 29 of the Map Records of Harris County, Texas.
2. The restriction to be modified are found instruments (hereinafter collectively referred to as "Restrictive Covenants") recorded in Volume 1426, Page 614 and in Volume 1556, Page 447 of the real property records of Harris County, Texas.
3. The Restrictive Covenants contain the following provisions for extension of the term of, or addition to, the restriction to be modified:

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V

"Duration of Restrictions; All of the restrictions and covenants here in set forth shall continue and be binding upon the Corporation, and upon its successors and assigns, for a period of twenty five (25) years from the date this instrument is filed for record in the office of the County Clerk of Harris County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided, however, that the owners of the legal title to the lots as shown by the records of Harris County having more than fifty (50%) per cent of the front footage of the lots shown on plat of record may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from the Corporation at the end of the first twenty five (25) year period, or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreement. In writing for such purpose, and filing the same for record in the manner then required for the recording of land instruments, at least two (2) years prior to the expiration of the first twenty five (25) year period, or at least two (2) years before the expiration of any fifteen year period thereafter."

4. The original restriction in the Restrictive Covenants which is sought to be modified is set forth as follows:

"(i) The building lines of any residence to be erected shall be not nearer... than five (5) feet to any side lot line on inside lots."

After recording return to:
Silvestri Homes of Texas, Inc. -1-
3033 Chimney Rock
Suite 400
Houston, Texas 77056

ANY PROVISIONS HERRIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

AUG 03 1999

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

 Deputy

527-11-3541

The text of the proposed modification is as follows (provision is the same except for addition of provisions which are underlined):

"(1) The building lines of any residence to be erected shall be not nearer ... than five (5) feet to any side lot line on inside lots, except that the building lines of any residence to be erected on Lot Four (4), in Block Four (4), of AYRSHIRE, Section One (1) shall be not nearer than four (4) feet to any side lot line."

The proposed instrument creating the amendment or modification to the Restrictive Covenants, entitled Amendment to Restrictive Covenants, is attached to this Petition and incorporated herein by reference.

5. In the event that the proper number of property owners in the subdivision have signed and acknowledged this petition, a certificate of compliance acknowledging same will be filed in the real property records of Harris County, Texas. In order to challenge the procedures followed in adding to or modifying the Restrictive Covenants as described herein, property owners within the subdivision who do not sign this petition must file a lawsuit challenging such procedures before the 181st day after the date on which the certificate of compliance is filed.

6. Any property owner who does not sign the petition may elect to have the property owned by such owner deleted and excluded from the operation of the modified restriction described herein by filing in the real property records of Harris County, Texas an acknowledged statement. The statement must be filed before one year after the date on which the owner receives actual notice of the filing of this petition. The statement must describe such owner's property by reference to the recorded map or plat of the subdivision. The statement must contain a statement that the owner elects to have the property deleted and excluded from the operation of the modified restriction described herein.

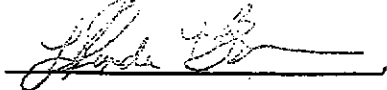
WHEREFORE, the undersigned do hereby sign this petition for the purposes herein expressed, and do further state and assert that they own record title to property within the subdivision, and that the legal description and street address of the property owned by each is shown beside or above their respective signatures.

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: AUG 03 1999
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

 Deputy

527-11-3542

STATE OF TEXAS X
COUNTY OF HARRIS X

AMENDMENT TO RESTRICTIVE COVENANTS

This Amendment to Restrictive Covenants (hereinafter referred to as "Amendment") is made for the purpose of adding to and modifying written instruments (hereinafter referred to as "Restrictive Covenants") recorded in Volume 1426, Page 614 and Volume 1556, Page 447 of the real property records of Harris County, Texas. The Restrictive Covenants relate to a subdivision in Harris County, Texas more particularly described as follows:

AYRSHIRE, SECTION ONE (1), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 22, Page 29 of the Map Records of Harris County, Texas.

WHEREAS, pursuant to Chapter 201, Texas Property Code, the Restrictive Covenants may be modified or added to by petition signed by the record owners of at least seventy-five percent (75%) of the lots within the subdivision.

WHEREAS, this Amendment is attached to and incorporated into a petition which has been signed or which will be signed by the record owners of at least seventy-five percent (75%) of the lots within the subdivision.

THEREFORE, except as otherwise provided by law, this Amendment shall run with the subdivision, and shall be binding upon the owners of the lots within the subdivision, and their heirs, successors and assigns.

The restriction in the Restrictive Covenants which will be modified or added to by this Amendment is set forth as follows:

"(1) The building lines of any residence to be erected shall be not nearer....than five (5) feet to any side lot line on inside lots."

Following this Amendment, the restriction in the Restrictive Covenants will be modified or added to as follows:

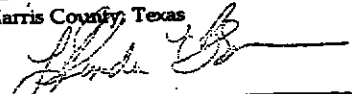
"(1) The building lines of any residence to be erected shall be not nearer....than five (5) feet to any side lot line on inside lots, except that the building lines of any residence to be erected on Lot Four (4), in Block Four (4), of AYRSHIRE, Section One (1) shall be not nearer than four (4) feet to any side lot line."

The foregoing modifications and additions constitute the entire scope of the amendment to the Restrictive Covenants. All provisions in the Restrictive Covenants which are not modified or added to by this Amendment are and shall remain the same.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
AUG 03 1999

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


LINDA E. BROWN, Deputy

F030733

156-02-2281

*Approved
L
1/21/77*

NO. _____

AMENDMENT TO RESTRICTIONS

DATED:

FROM: AYRSHIRE CORPORATION AS ARCHITECTURAL CONTROL COMMITTEE

TO: _____

WHEREAS, Ayrshire Corporation, incorporated under the laws of the State of Texas, filed instruments of record and related amendments, setting forth the various covenants, conditions, stipulations, easements and restrictions, affecting Ayrshire Addition, Sections 1 through 6, which is out of the P. W. Rose Survey in Harris County, Texas, said instruments being filed for record with the County Clerk of Harris County, Texas, in sequential order as follows, to-wit:

*700
AS*

- (1) Ayrshire Addition, First Section, filed for record with the County Clerk of Harris County, Texas, under file No. 304980, recorded Deed Records of Volume 1426, Page 614;
- (2) Ayrshire Addition, Second Section, filed for record with the County Clerk of Harris County, Texas, under file No. 403114, recorded Deed Records of Volume 1564, Page 390;
- (3) Ayrshire Addition, Third Section, filed for record with the County Clerk of Harris County, Texas, recorded Deed Records Volume 1630, Page 249;
- (4) Ayrshire Addition, Fourth Section, filed for record with the County Clerk of Harris County, Texas, under file No. 492261, recorded Deed Records of Volume 1716, Page 240;
- (5) Ayrshire Addition, Fifth Section, filed for record with the County Clerk of Harris County, Texas, recorded Deed Records of Volume 1783, Page 393; and
- (6) Ayrshire Addition, Sixth Section, filed for record with the County Clerk of Harris County, Texas, under file No. 571103, recorded Deed Records of Volume 1844, Page 688.

WHEREAS, the restrictions referred to above contained a paragraph titled Architectural Restrictions wherein Ayrshire Corporation was given the powers attendant to a architectural control committee which read as follows, to-wit:

"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 homestead in Ayrshire Addition, until plans and specifications have been submitted to and approved in writing by Ayrshire Corporation."

"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 by the Corporation is to be based on the following general requirements, stipulations

158-02-2282

and restrictions, together with any other instruments, stipulations and restrictions that the corporation may deem advisable to include in the Deed conveying said property;"

AND WHEREAS, the restrictions referred to above contained a paragraph entitled Right to Enforce and under that paragraph Ayrshire Corporation was given the power to enforce any violations of the restrictions which read in part as follows, to-wit:

"Ayrshire Corporation shall have the right to enforce observance and performances of such restrictions, covenants and 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 other legal remedies, to an injunction either prohibitive or mandatory."

AND WHEREAS, the above quoted paragraphs were set forth and created in all of the restrictions for Ayrshire Addition, Sections 1 through 6; and whereas, it is now the desire of Ayrshire Corporation, to transfer and assign the rights afforded to them under the above enumerated Deed restrictions contained in all those restrictions applicable to Ayrshire Addition, Sections 1 through 6;

NOW, THEREFORE, WE, Arthur Coburn, II, President and Charles E. Burge, Assistant Secretary, being hereby duly authorized and empowered to execute and acknowledge this Amendment to the Deed restrictions affecting Ayrshire Addition, Sections 1 through 6, do hereby assign and transfer the powers granted to us under the restrictions hereinabove referred to, to the SOUTHWEST CIVIC CLUB, a non-profit corporation, in their official capacity until such time as the record owners of the majority of the Lots shall change, amend or release said restrictions in accordance with the right to do so under the restrictions hereinabove referred to;

NOW, THEREFORE, be it known that the SOUTHWEST CIVIC CLUB, a non-profit corporation, is the successor to the rights of the Ayrshire Corporation under the Deed restrictions affecting Ayrshire Addition, Sections 1 through 6, to exercise those rights, privileges, duties and obligations originally afforded to the Ayrshire Corporation regarding the architectural restrictions and the right to enforce the Deed restrictions, and the restrictions shall now read as follows, to-wit:

"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 homesite in Ayrshire Addition, Sections 1 through 6, until plans and specifications have been submitted to and approved in writing by the SOUTHWEST CIVIC CLUB. 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 by the SOUTHWEST CIVIC CLUB is to be based on the following general requirements, stipulations and restrictions, together with any other requirements, stipulations and restrictions that the SOUTHWEST CIVIC CLUB may deem advisable to include."

"The SOUTHWEST CIVIC CLUB shall have the right to enforce observance and performances of such restrictions, covenants and 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 other legal remedies, to an injunction either prohibitive or mandatory."

158-02-2283

IT IS HEREBY stipulated, understood and agreed hereto that nothing herein shall affect all of the various covenants, conditions, stipulations, easements and restrictions which are set forth in the original instruments, first above mentioned, including the amendments thereto, other than the specific changes and amendments set forth herein, as summarized in brief below, to-wit:

- (1) Ayrshire Corporation assigns to the SOUTHWEST CIVIC CLUB the right to approve erection, or changes made to improvements on any lot or homestead; and
- (2) Ayrshire Corporation assigns to the SOUTHWEST CIVIC CLUB the right to enforce the Deed restrictions under the authority and right originally granted to Ayrshire Corporation.

IN TESTIMONY WHEREOF, Ayrshire Corporation has caused these presents to be executed by its President, Arthur Coburn, II and Assistant Secretary, Charles E. Burge, and its corporate seal affixed hereto on this the 27th day of January, A. D., 1977.

AYRSHIRE CORPORATION

ATTEST:

By: [Signature]
President

[Signature], Secretary

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Coburn, II, President of Ayrshire Corporation, a Texas corporation, and Charles E. Burge, Assistant Secretary of Ayrshire Corporation, a Texas corporation, both known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, A. D., 1977.

Mrs. Buena K. Kelly
Notary Public in and for Harris County,
Texas

MRS. BUENA K. KELLY

1/21/77

156-02-2284

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THE STATE OF TEXAS I
COUNTY OF HARRIS I

CERTIFICATE OF CORPORATE RESOLUTION:

We, Arthur Coburn, II, President, and Charles E. Burge
Assistant Secretary of Ayrshire Corporation, a Texas

corporation, do hereby certify that said corporation is duly organized and existing under the laws of the State of Texas; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Texas and is in good standing in such State; that there is no provision of the Articles of Incorporation or by-laws of said corporation limiting the power of the Board of Directors to pass the resolution set out below and that the same is in conformity with the provisions of said Articles of Incorporation and by-laws; that the Secretary is the keeper of the records and minutes of the proceedings of the Board of Directors of said corporation and that on the 27th day of January, A. D., 1977, there was held a meeting of the Board of Directors of said corporation, which was duly called and held in accordance with the law and by the by-laws of the corporation, at which meeting all of the Directors were present; and that at said meeting the following resolution was duly and legally passed and adopted and that the same has not been altered, amended, rescinded or repealed and is now in full force and effect:

BE IT RESOLVED that the officers of the corporation do, and they are hereby authorized and empowered on behalf of the corporation to amend the Deed restrictions to Ayrshire Addition, Sections 1 through 6, to allow Ayrshire Corporation to transfer and assign to the SOUTHWEST CIVIC CLUB, a non-profit corporation, those rights originally afforded to Ayrshire Corporation under the paragraph entitled Architectural Restrictions, to approve the erection, change or alteration to any improvements on any lot

AYRSHIRE CORPORATION

Secretary

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority,

on this the 27th day of January, A. D., 1977.

Mrs. Buena K. Kelly
Notary Public in and for Harris County,
Texas

MRS. BUENA K. KELLY

- 2 -

A. D., 1977.

Mrs. Buena K. Kelly
Notary Public in and for Harris County,
Texas.

MRS. BUENA K. KELLY

P. L. Chan

DUCOFF & CHANON
ATTORNEYS AT LAW
THIRTEENTH FLOOR FIRST NATIONAL LIFE BUILDING
MAIN ST BLDG
HOUSTON, TEXAS 77002

JOE EDD BOAL

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158-02-2285

or homosite in the Ayrshire Addition, Sections 1 through 6; and do hereby assign, and transfer to the SOUTHWEST CIVIC CLUB, a non-profit corporation, the rights, duties and obligations to enforce the Dood restrictions for Ayrshire Addition, Sections 1 through 6, as originally afforded to the Ayrshire Corporation; for the consideration and purposes herein expressed.

IT IS HEREBY certified that the following persons are the officers of Ayrshire Corporation, and are the persons authorized to act and sign the foregoing resolution:

, President

, Secretary

IN WITNESS WHEREOF, we have hereunto set our hands as President and Secretary, respectively, of said corporation and have attached hereto the official seal of said corporation, this 27th day of January, A. D., 1977.

, President
AYRSHIRE CORPORATION

, Secretary
AYRSHIRE CORPORATION

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 27th day of January, A. D., 1977.

Mrs. Buena K. Kelly
Notary Public in and for Harris County,
Texas

MRS. BUENA K. KELLY

156-02-2286

THE STATE OF TEXAS I
COUNTY OF HARRIS I

CORPORATE ACKNOWLEDGMENT:

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Coburn, II, President, and Charles E. Burge, Assistant Secretary, of Ayrshire Corporation, a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this 27th day of January, A. D., 1977.

Mrs. Buena K. Kelly
Notary Public in and for Harris County,
Texas.

MRS. BUENA K. KELLY

Pat. to

DUCOFF & CHANON
ATTORNEYS AT LAW
THIRTEENTH FLOOR FIRST NATIONAL LIFE BUILDING
MAIN AT BRICK
HOUSTON, TEXAS 77002

JOE EDD BOAL

OFF 225-0000

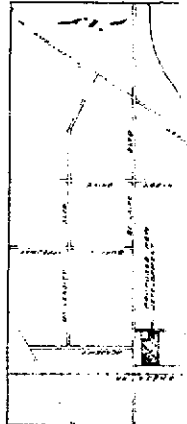
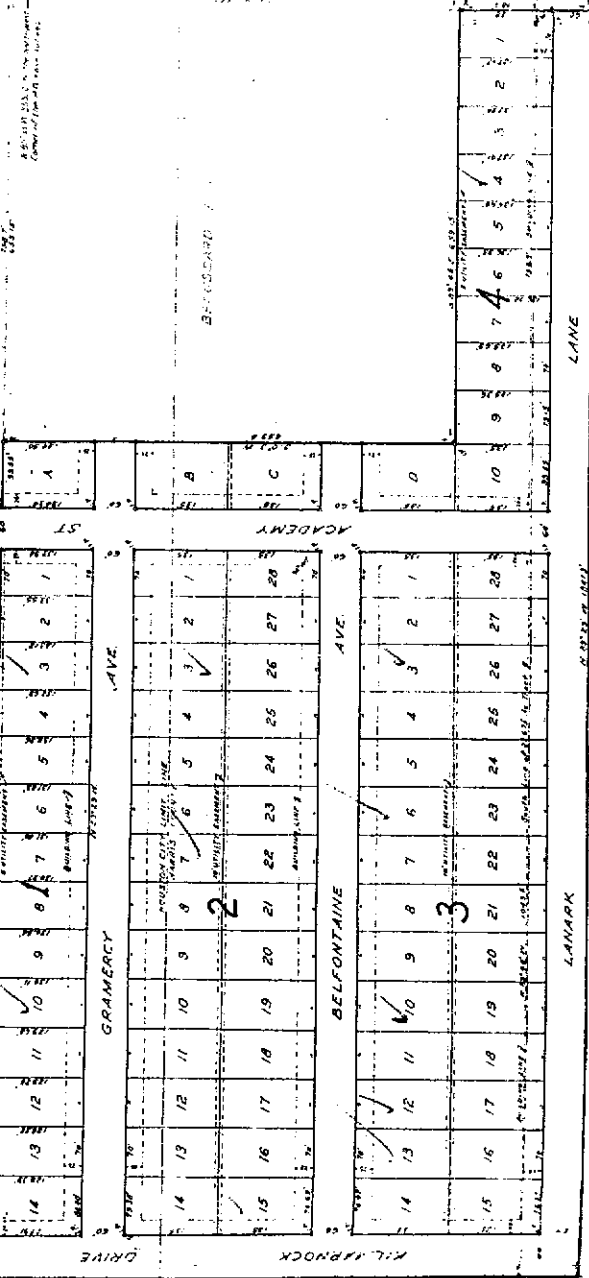
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BOULEVARD

BELLHIRE

SELENDINE

A.C. KEYNOLDS



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AYRSHIRE SUBDIVISION
HOUSTON, TEXAS
SECTION NO. 1
THE NORTH 24 1/2 ACRES OF THE WEST 24 1/2 ACRES NORTH OF
BAY'S BAYOU OUT OF THE LEAF-J. BAIR PROPERTIES IN THE
PLAT OF SHREVE, BEARS & CO., CITY OF HOUSTON, TEXAS