

BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



4010 Blue Bonnet, Suite 115
P.O. Box 20486
Houston, Texas 77225-0486
Tel.: (713) 666-7248
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Ayrshire 13

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

RESTRICTIONS APPLYING TO 1597280

AYRSHIRE ADDITION

SECTION THIRTEEN

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS, that ROY J. MILLER, is the owner of the following described tract of land out of the P. W. Rose Survey in Harris County, Texas, particularly described by metes and bounds as follows:

BEGINNING at the intersection of the west line of Stella Link Road with the south line of Tartan Lane;
THENCE south $0^{\circ} 31'$ west along the west line of Stella Link Road a distance of 435 feet to a point for corner;
THENCE north $88^{\circ} 24'$ west 330.06 feet to a point for corner;
THENCE north $83^{\circ} 29'$ west 400 feet to a point for corner;
THENCE north $85^{\circ} 15' 22''$ west 284.39 feet to a point for corner;
THENCE south $89^{\circ} 56'$ west 71.78 feet to a point in the east line of Academy Street;
THENCE north $0^{\circ} 4'$ west along the east line of Academy Street a distance of 310 feet to a point for corner;
THENCE north $89^{\circ} 56'$ east 72.23 feet to a point for corner;
THENCE south $85^{\circ} 41' 40''$ east 337.61 feet to a point for corner;
THENCE south $83^{\circ} 47'$ east 140.01 feet to a point for corner;
THENCE north $6^{\circ} 50'$ east 123.49 feet to a point in the south line of Tartan Lane;
THENCE south $83^{\circ} 10'$ east along the south line of Tartan Lane a distance of 28.69 feet to a point of curve;
THENCE in an easterly direction along a curve to the left having a radius of 4506.7 feet and a central angle of $6^{\circ} 19'$ for a distance of 496.87 feet to the PLACE OF BEGINNING and said curve also being the south line of Tartan Lane.

And containing 9.268 acres of land more or less, and said Roy J. Miller has subdivided and platted said property consisting of Lots 9 to 32, both inclusive, in Block 26; Lots 1 to 16, both inclusive, in Block 28, as shown by the map of Ayrshire Addition, Section Thirteen, filed for record with the County Clerk of Harris County, Texas, under File No. 1596978.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROY J. MILLER does hereby dedicate the streets, avenues, drives and parkways for use by the public as such reserving the right to himself, his 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 held, 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, ROY J. MILLER 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 ROY J. MILLER 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 covenants running with the land and shall be binding upon, and shall inure to the benefit of, ROY J. MILLER and his 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 term of this instrument as hereinafter set forth.

VOID BY FEDERAL STATUTE

USE OF LAND

(a) No lot shall be used for any purpose other than for construction thereon of a one single-family residential dwelling; provided, however, that subject to the other restrictions hereinafter set out, this restriction shall not prohibit the construction of servants' quarters to be occupied by servants in the employ of the family occupying the principal dwelling.

(b) No signs, billboards, posters or advertising devices of any character shall be erected on this property without the written consent of ROY J. MILLER and such consent shall be revocable at any time. The right is reserved by ROY J. MILLER 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, wineous, 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 building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by ROY J. MILLER, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to street than the minimum building setback line unless similarly approved. Approval shall be as hereinafter provided.

ROY J. MILLER shall give or withhold approval (as in the judgement of ROY J. MILLER is proper) of all matters set out in the preceding paragraph and of other matters hereinafter specified. ROY J. MILLER may designate a representative to act for him. In the event of death the heirs of ROY J. MILLER shall have full authority to designate a successor. Neither ROY J. MILLER, nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after a period of three years

from date of this instrument, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the above or restore to ROY J. MILLER any of his duties and powers.

The approval or disapproval of ROY J. MILLER, as required in these covenants shall be in writing. In the event ROY J. MILLER, or his designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(a) No residence shall be erected on a lot or homesite of less frontage at the front building setback line than 64 feet and such lot or homesite must have a minimum square foot area of 7,500 square feet.

(b) All lots in the Thirteenth Section shall be known and described as residential lots, and no structure shall be erected on any residential building lot of the Thirteenth Section other than one detached single-family dwelling, not to exceed two stories in height and a one or two car garage.

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

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

(e) No garage apartment for any purpose shall be permitted. All living quarters on property other than in the main building are 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 are irregularly shaped lots, ROY J. MILLER under the first paragraph of "Architectural Restrictions", as applicable, 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 of 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 lot or building site in the Addition of less actual value than Fifteen Thousand Dollars (\$15,000.00) and with not less than a minimum floor space of 1,600 square feet for bungalows and 2,000 square feet for two-story residences. These restrictions as to the value of improvements are based on labor and material cost as of January 1, 1956, future value of improvements is to be given consideration based upon comparative cost of labor and material at the time of construction, using the basic value hereinabove given.

(j) The building lines of any residence to be erected shall not be 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 front or face, except in unusual cases or circumstances, ROY J. MILLER under the first paragraph of "Architectural Restrictions", and or other parties or persons with the consent of and the written permission of ROY J. MILLER, may change such building line or lines as herein set out, and ROY J. MILLER shall be the sole judge with respect to whether or not same is an unusual case or circumstance.

(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.

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

(m) No garage, barn, servant's houses, 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 three (3) feet to either 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 lots.

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

apartment, without the written consent of said ROY J. MILLER. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

The right is reserved by said ROY J. MILLER referred to above to change the set-back restrictions set out in this paragraph (m) in the case of unusual or irregularly shaped lots where such a change 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 coats of paint, and no such building shall have a composition shingle roof.

(o) The drainage 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/or walks.

DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon ROY J. MILLER, and upon his 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 per cent (50%) of the front footage of the lots shown in 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 restrictions or covenant created by deed from ROY J. MILLER 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 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 ROY J. MILLER, his 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 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, ROY J. MILLER shall have the right to enforce observance and performance 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 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 airwires, 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:

An easement of five (5) feet in width across the back of Lots 9 thru 32, both inclusive, in Block 26, Lots 1 thru 16, both inclusive, in Block 28. In addition, an easement described as follows is granted on the following lot. A five (5) foot easement across the West side of Lot 32, in Block 26. In addition, three 3' x 35' guy easements, the center line of which are the property lines between Lots 19 and 20, in Block 26, Lots 11 and 12 and Lots 15 and 16, in Block 26.

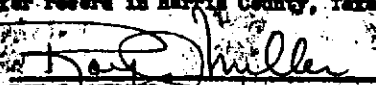
All of the above easements are shown on map recorded with the County Clerk of Harris County, Texas, under File No. 1496978.

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.

URBANE

The purchasers of property in said Addition shall be required to keep the yards out 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 at all times shall be kept clean and free of unsightly obstacles.

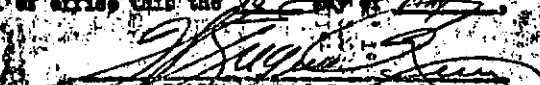
This instrument of dedication relates to and affects all of the property constituting Ayrshire Addition, Thirteenth Section as shown by the plat of said Ayrshire Addition, Thirteenth Section, filed for record in Harris County, Texas.

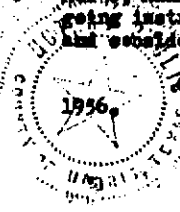

ROY J. MILLER

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 14th day personally appeared ROY J. MILLER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 14th day of May,

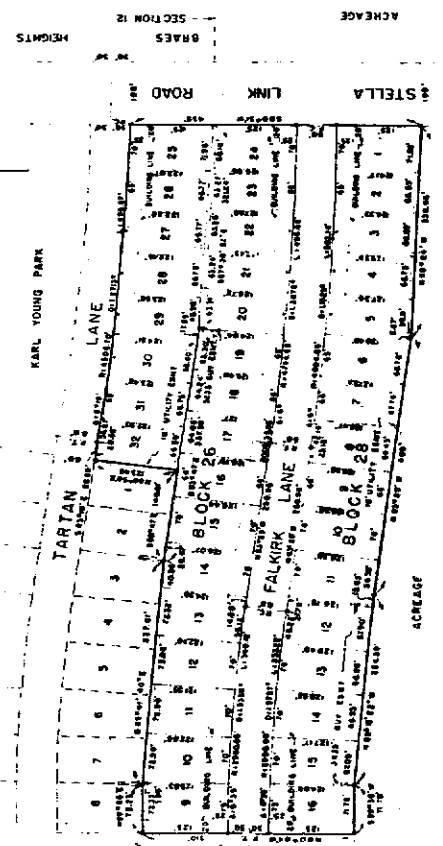

Notary Public in and for Harris County, Texas



710
Pg. 59
lot 31/28

2013

SECTION ELEVEN



NOTE: ALL BOLD LOT LINES ARE EITHER PERMANENT OR BOUND BY STREET FRONTAGE UNLESS OTHERWISE NOTED.

FILED FOR RECORD May 9, 1986 AT 8:40 O'CLOCK A.M.
 RECORDED June 27, 1986 AT 1:15 O'CLOCK P.M.
 W.D. MILLER, CLERK COUNTY COURT, HARRIS COUNTY, TEXAS
 BY W. A. Williams DEPUTY



INDICATION

STATE OF TEXAS
 COUNTY OF HARRIS

I, W.D. MILLER, CLERK OF THE COUNTY COURT OF HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF RECORDATION IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED IN MY OFFICE ON May 9, 1986 AT 8:40 O'CLOCK A.M. AND WAS RECORDED IN BOOK 15668978 PAGE 1 OF RECORDS OF HARRIS COUNTY, TEXAS FOR SAID COUNTY.

WITNESSED BY HAND AND SEAL OF OFFICE AT HOUSTON, TEXAS THIS 9th DAY OF MAY, 1986.

WHEREAS, THE UNDERSIGNED, HARRIS COUNTY, TEXAS, HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF RECORDATION IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED IN MY OFFICE ON May 9, 1986 AT 8:40 O'CLOCK A.M. AND WAS RECORDED IN BOOK 15668978 PAGE 1 OF RECORDS OF HARRIS COUNTY, TEXAS FOR SAID COUNTY.

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WYRSHIRE ADDITION
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