

BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



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Ayrshire 5

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

#533,995

RESTRICTIONS.

RECORDED DEED RECS. VOL. 1783, Pg. 393

DATED : JUNE 4, 1948.

FILED: JUNE 9, 1949, at 11:30 A.M.,

FROM : AYRSHIRE CORPORATION

BY DAVID HANNAH JR., PRES.

ATTEST: J. B. Casady, Sec. (SEAL)

TO : -----

THE STATE OF TEXAS;
COUNTY OF HARRIS :

Section 5

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 metes and bounds as follows:

Here follows field note description-----

And containing 14, 470 acres of land more or less, and said corporation has subdivided and platted said property consisting of Lots 9 to 20, both inclusive, Block 9, and Lots 13 to 25, both inclusive, in Block 10, Lots 1 to 14, both inclusive, in Block 11, Lots 1 to 14, both inclusive, in Block 12, as shown by the map of Ayrshire Addition, Fifth Section, filed for record with the County Clerk of Harris County, Texas, under File No. _____.

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 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 throughfare.

A "corner lot" is one that abuts on more than one street. Any lot, except a corner lot 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 or the improvements 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 thereof, 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 thoughtfully 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 con-

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continued---page #2.

stituted 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 shall 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 lots 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.

Lots One (1) and Two (2) in Block Twelve (12) and Lots Twenty-four (24) and Twenty-five (25) in Block Ten (10) in Ayrshire Addition Fifth Section, are not to be affected and same are excepted from paragraphs (a), as hereinabove set out under "use of land" and Ayrshire Corporation, reserves the right to later restrict these excepted lots as to the use at some future date, by an instrument which is to be filed for record with the County Clerk of Harris County, Texas.

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, Fifth 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 that the Corporation may deem advisable to include in the deed conveying said property.

(a) No residence shall be erected on a lot or homesite of less frontage than sixty-four (64) feet.

(b) All lots in the Fifth Section shall be known and described as residential lots and no structure shall be erected on any residential building lot of the Fifth 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 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 proportionable 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 Eight Thousand Dollars (\$8,000.00) 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 1, 1943, 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.

(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.

(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 three (3) 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 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 outbuilding 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.

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

(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 (1-3/4) square feet (1 1/2 inch diameter pipe culvert). Culverts or bridges must be used for driveways and/or walks.

Lots one (1) and two (2) and lots twenty-four (24) and twenty-five (25) in Block ten (10) in Ayrshire Addition, Fifth Section are not to be affected and same are excepted from all of the paragraph (b) (a) (f) (i) (j) and (l) as hereinabove set out under "Architectural Restrictions" and Ayrshire Corporation reserves the right to later restrict these excepted lots as to the architectural restrictions at some future date, by an instrument which is to be filed for record with the County Clerk of Harris County, Texas.

URATION OF RESTRICTIONS: All of the restrictions and covenants herein 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 per cent (50%) of the front footage of the lots shown on plot of record may release all of the 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 erected 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 arrangements in writing for such purposes, 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 conditions 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. Ayrshire Corporation 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 restrictions, 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 equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right of way, caused by trees, brush, shrubs, either on or overhanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the 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 five (5) feet in width across the rear of all lots numbered 9 thru 20, both inclusive, in Block 9, Lots 13 thru 25, both inclusive, in Block 10, Lots 1 thru 14, both inclusive, in Block 11 and Lots 1 thru 14, both inclusive, in Block 12. On lot 10, Block 11 the five (5) foot easement is 65.52' across the most southerly part and then five (5) feet in width across the most westerly portion of said lot a distance of 125.03'. On lot 14, Block 9 said five (5) foot easement extends across the most northerly part of said lot. In addition to the five (5) foot easement across the rear of Lot 25, Block 10, an additional easement of 26' is granted adjacent to said

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five (5) foot easement across the rear of said lot and extending west a distance of 36' from the east property line of lot 25, Block 10, A five (5) foot easement is also granted along the north side of Lot 14, Block 11, the north side of Lot 9, Block 9, the east side of Lot 15, Block 9 and the West side of Lot 16, Block 9. In addition two 3' x 20' guy easement, the center line being the property line between Lot 10 and 11, Block 12 and Lots 20 and 21, Block 10, same running 20' from back property line. All of the above easements are shown on map recorded with the County Clerk of Harris County, Texas under File No. _____.

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 utilities companies an unobstructed aerial easement five (5) foot wide from a plane twenty (20) feet above the ground upward located adjacent to said easements designated.

U. S. N. S. : 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 at all times shall be kept clean and free of unsightly obstacles.

This instrument or dedication relates to and affects other property not herein described.

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NO. _____

AMENDMENT TO RESTRICTIONS

DATED:

FROM: AYRSHIRE CORPORATION AS ARCHITECTURAL CONTROL COMMITTEE

TO: _____

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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:

- (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 homesite 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

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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."

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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., 19 77.

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

We, Arthur Coburn, II, President, and Charles E. Burke, 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 be, 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

