

#606554

AMENDMENT TO RESTRICTIONS

RECORDED DEED RCDS VOL. 1890 pg 415

DATED: Feb. 23, 1949

FILED: March 2, 1949 at 9:25 A.M.

FROM: Ayrshire Corporation, et al

TO: -----

Section 6

THE STATE OF TEXAS;
COUNTY OF HARRIS;

WHEREAS, on or about the 30th day of October, 1948, Ayrshire Corporation, incorporated under the Laws of the State of Texas, subdivided a certain 26.101 acres of land out of the P.W. Rose Survey in Harris County, Texas, known as and referred to as Ayrshire Addition Sixth Section, by instrument filed for record with the County Clerk of Harris County, Texas, under File No. 576083, which instrument is recorded in Volume 1844, page 688 of the Deed Records of Harris County, Texas, to which instrument reference is here made for its terms and provisions and it is made a part hereof for all purposes; and

WHEREAS, said dedication of Ayrshire Addition Sixth Section as hereinabove referred to contain various covenants, conditions, stipulations, easements and restrictions concerning the use of land, architectural restrictions, upkeep and other matters; and

WHEREAS, it is the desire of Ayrshire Corporation and the undersigned individuals and companies who together with Ayrshire Corporation are the present owners of all of the lots in said Ayrshire Addition Sixth Section to amend said restrictions in the manner herein-after set out;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That C. R. Olds, the owner of Lot 20 in Block 12 and Lot 10 in Block 14; Sam L. Olson, Jr., the owner of Lot 17 in Block 11; R.A. Carlson Co., Inc., the owner of Lots 21 and 22 in Block 11 and Lot 4, Block 13; Charles J. Mathews, the owner of Lots 5, 6, 7, 8, and 9 in Block 14; William Rily Mathews, Sr., the owner of Lot 4 in Block 14 and Lots 23 in Block 12; E.C. Whiteside, the owner of Lots 23 and 24 in Block 11 and Lot 1 in Blocks 13; and Ayrshire Corporation, the owner of all remaining lots in Ayrshire Addition Sixth Section (all of said above described lots being in said Ayrshire Addition Sixth Section), in consideration of the mutual covenants and agreements herein contained do hereby amend said instrument of restrictions to Ayrshire Addition Sixth Section as follows:

I. Paragraph (a) under "USE OF LAND" in said instrument of restrictions is hereby amended to read as follows, to-wit:

"(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."

II. The first paragraph under "ARCHITECTURAL RESTRICTIONS" (said paragraph being the paragraph immediately preceding paragraph (a)) is hereby amended to read as follows, to-wit:

"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 the Architectural Control Committee, 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.

Architectural control committee shall give or withhold approval (as in the judgment of the committee is proper) of all matters set out

in the preceding paragraph and of other matters hereinafter specified. Said Architectural Control Committee shall be composed of David Hannah, Jr., 4153 Lanark Lane, Houston, Texas, W. F. Burge, 6825 Academy, Houston Texas, and J. B. Cassidy, 6825 Academy, Houston, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its 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 written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

The approval or disapproval of the committee, as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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 covenant shall be deemed to have been fully complied with."

"III. Paragraph (a) under "ARCHITECTURAL RESTRICTIONS" is hereby amended to read as follows:

✓"(a) No residence shall be erected on a lot or homesite of less frontage at the front building set-back line than 64 feet and such lot or homesite must have a minimum square foot area of 7300 square feet."

IV. Paragraph (b) under "ARCHITECTURAL RESTRICTIONS" is hereby amended to read as follows:

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

✓V. Paragraph (d) under "ARCHITECTURAL RESTRICTIONS" is hereby amended by striking therefrom all of the second paragraph of said paragraph (d) beginning with the words "No trailer" and ending with the words "Be removed immediately."

VI. Paragraph (e) under "ARCHITECTURAL RESTRICTIONS" is hereby amended to read as follows:

✓"(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."

VII. Paragraph (g) under "Architectural Restrictions" is hereby amended to read as follows:

✓"(g) Where corner lots are of equal or nearly equal dimensions on two streets or are irregularly shaped lots, the committee established 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 ~~best~~ thought in mind of the best general appearance of that Immediate Section."

VIII. Paragraph (j) under "ARCHITECTURAL RESTRICTIONS" is hereby amended to read as follows:

✓"(j) The building lines of any residence to be erected shall be not nearer than twentyfive (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 in unusual cases or circumstances, the Committee created under the first paragraph of "ARCHITECTURAL RESTRICTIONS", and or other parties or persons with the consent of and the written permission of such Committee, may change such building line or lines as herein set out, and said Committee shall be the sole judge with respect to whether or not same is an unusual case or circumstance."

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Cont'd pg. #3

ing line or lines as herein set out, and said Committee shall be the sole judge with respect to whether or not same is an unusual case or circumstance."

IX. Paragraph (k) under "Architectural Restrictions" is hereby amended to read as follows:

✓ "(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."

X. The next to last and the last paragraphs of paragraph (m) under "Architectural Restrictions" are hereby amended to read as follows:

✓ "No outbuildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of said Committee. 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 Committee 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."

XI. The last paragraph under "Upkeep" is hereby amended to read as follows:

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

XII. Said original instrument of restrictions, recorded in Volume 1844, page 688 of the Deed Records of Harris County, Texas, as amended herein, is in all things hereby confirmed, ratified and approved.

Amendment

#648,199

RESTRICTIONS

RECORDED DEED RCDS VOL 1955 P 92

DATED: April 28, 1949

FILED: July 23, 1949 at 10:00 A.M.

FROM : Ayrshire Corporation,
By David Hannah, Jr., President, et al

TO : - - - -

Section 6

THE STATE OF TEXAS: AMENDMENT TO RESTRICTIONS
COUNTY OF HARRIS:

WHEREAS, on or about the 30th day of October, 1948, Ayrshire Corporation, incorporated under the Laws of the State of Texas, subdivided a certain 26.191 acres of land out of the P. W. Rose Survey in Harris County, Texas, known as and referred to as Ayrshire Addition Sixth Section, by instrument filed for record with the County Clerk of Harris County, Texas, under File No. 576093, which instrument is recorded in Volume 1844, Page 668 of the Deed Records of Harris County, Texas, to which instrument reference is here made for its terms and provisions and it is made a part hereof for all purposes; and

WHEREAS, in said restrictions of Ayrshire Addition, Sixth Section, under the architectural restrictions sub-title (m), the following paragraph was inserted, to-wit;

"(m) No garage, barn, servant's house or other out-building 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."

WHEREAS, it is now the desire of the undersigned being the respective owners of all the various lots known as Ayrshire Addition, Sixth 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, Sixth Section, 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, Sixth Section, to read as follows, to-wit;

"(M) No garage, barn, servant's house, or other out-building 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."

NOW, THEREFORE, be it known that all lots of Ayrshire Addition, Sixth Section, hereinafter conveyed subject to 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.

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F030733

156-02-2281

*Amended
2/1/77
JES*

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:

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D*

- (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 homsite 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., 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

1/21/77

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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. 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

158-C2-2285

or homsite 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 Deed 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:

[Signature]
President

[Signature]
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.

[Signature]
President
AYRSHIRE CORPORATION

[Signature]
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

158-02-2286

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

P.D. Co

DUCOFF & CHANON

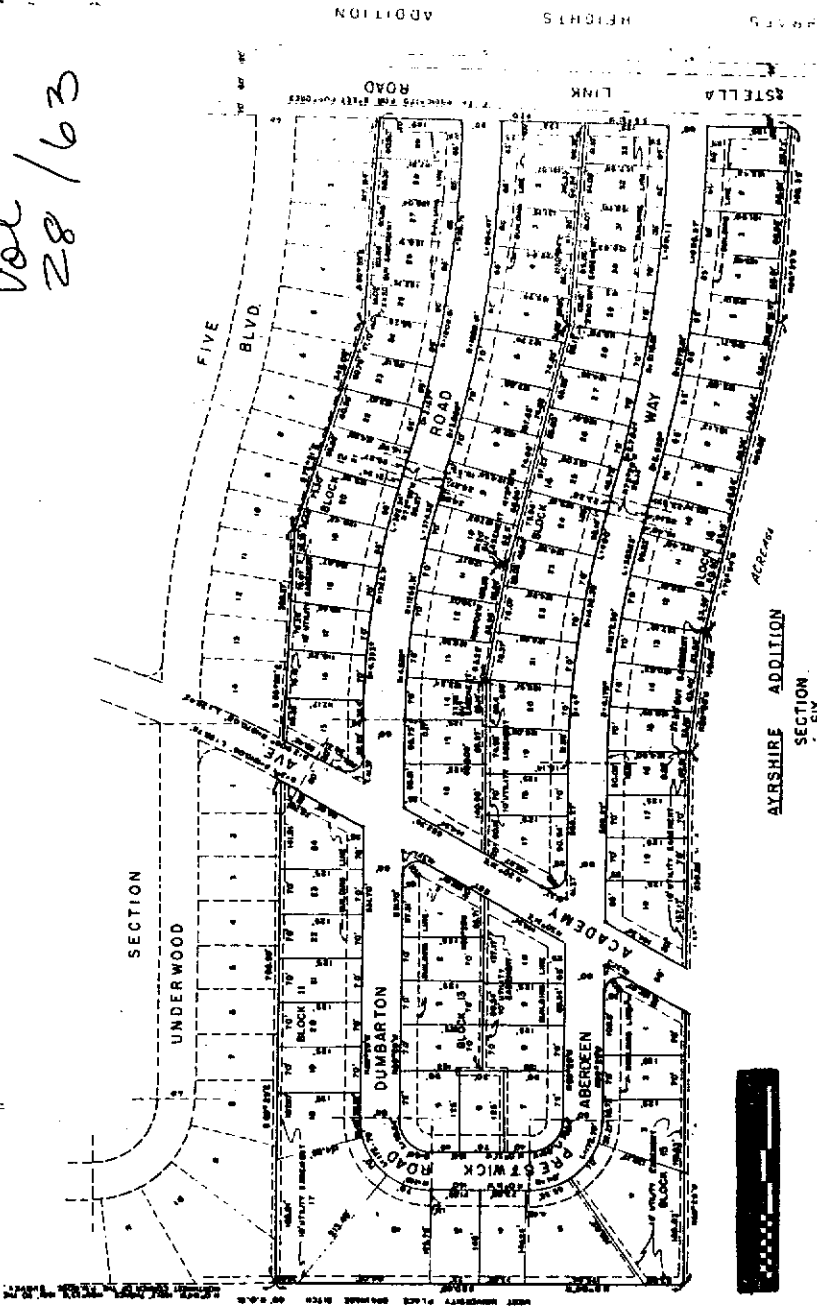
ATTORNEYS AT LAW
NINETEENTH FLOOR FIRST NATIONAL LIFE BUILDING
MAIN AT BIRK
HOUSTON, TEXAS 77002

JOE BOO BOAZ

OFF 222-0222

Lot BK 14

Vol 28 / 63



AYRSHIRE ADDITION
SECTION SIX

Filed for record 19 . 25 at District N.
Recorded 18 . 25 at District N.

W. J. Miller, Clerk of the County Court, Harris County, Texas.

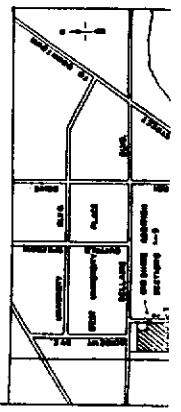
W. J. Miller, Clerk of the County Court, Harris County, Texas.

THIS IS TO CERTIFY THAT I, JAMES A. MILLER, A REGISTERED SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION ACCORDING TO THE ACTUAL SURVEY OF THE SAME AND THAT ALL ALIEN INTERESTS, CLAIMS, RIGHTS, AND PRIORS AGREEMENTS AND RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHTS OF THE STATE OF TEXAS, HAVE BEEN FULLY PAID AND SATISFIED BY THE DEEDS AND INSTRUMENTS REFERRED TO IN THE FOREGOING.

NOTE: ALL THE LOTS AND PARCELS OF LAND SHOWN ON THIS PLAT ARE SUBJECT TO THE UNLAWFUL DIVISION HEREON.

AYRSHIRE ADDITION
SECTION SIX

AYRSHIRE ADDITION
SECTION SIX
THE STATE OF TEXAS, COUNTY OF HARRIS, SECTION FIVE OF THE WEST HALF, RANGE FIVE OF THE WEST HALF, TRACT FIVE OF THE LATEST DIVISION MADE BY THE



HEIGHTS ADDITION

SECTION UNDERWOOD

SCALE 1" = 40' 0"

SCALE 1" = 20' 0"

SCALE 1" = 10' 0"