

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 14

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

AYRSHIRE ADDITION
SECTION FOURTEEN

A. No lot shall be used except for residential purposes in Ayrshire Addition, Section fourteen, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height, at least fifty one percent of which shall be of masonry construction, and a private garage for not more than three cars nor less than two cars, and other outbuildings incidental to residential use of the plot.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Garth C. Bates, Albert Kefaufer, and D. M. Nichols, Jr., or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither of the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1969. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat, and no residential building shall be erected nearer than five feet to any side lot line on inside lots, nor nearer than twenty feet to the side property line along any street upon which such building does not front or face.

D. No garage, servant's house, or other outbuilding of any kind shall be erected on any lot nearer than the front building line on the main residence, nor nearer than three feet to either property

line on inside lots, nor nearer than twenty feet to the property line on corner lots, nor nearer than the easement on the rear of said lots.

E. No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any lot forward of the building set-back lines.

F. No residence shall be erected on a lot or homesite of less frontage at the front building set-back line than sixty feet and such lot or homesite must have a minimum square foot span of seven thousand five hundred square feet.

G. No garage apartment for any purpose shall be permitted. All living quarters on property other than in the main building are to be for bone fide servants only.

H. No residence shall be constructed on any plot or building site in the addition with not less than a minimum floor space of two thousand square feet, exclusive of one story open porches and garages.

I. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

J. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The erection and use of outside toilets is strictly prohibited.

K. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

L. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

N. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and

sanitary condition.

O. Easements affecting all lots in the addition are reserved as shown on the plat and as hereinafter designated for utility installation and maintenance. An easement of five feet in width across the back of lots 10 thru 17, 20 thru 27, 30 thru 53 inclusive in Block 27, Lots 17 thru 20, 22, 29 thru 33 inclusive in Block 28. In addition, easements described as follows are granted on the following lots: A five foot easement across the Northside, and a ten foot easement across the westside of Lots 18 and 28 in Block 27, and a five foot easement across the southside and a ten foot easement across the westside of lots 19 and 29, in Block 27, and a five foot easement across the southside of lot 41, in Block 27, and a ten foot easement across the westside of Lot 53 in Block 27, a five foot easement across the northside of lot 17 in Block 28, a five foot easement across a portion of the southside of lot 20, in Block 28, a five foot easement across the westside and southwest side of Lot 24, in Block 28, a five foot easement across the westside and northside of Lot 25, in Block 28, a five foot easement across the northside and southeast side of lot 26, in Block 28, and a five foot easement across the northside and northwest side of Lot 28, in Block 28. In addition, ten 3' x 35' guy easements, the center lines of which are the property lines between lots 43 and 44, in Block 27, Lots 46 and 47, in Block 27, Lots 49 and 50, in Block 27, Lots 19 and 20, in Block 28, Lots 20 and 21, in Block 28, Lots 22 and 23, in Block 28, Lots 23 and 24, in Block 28, Lots 26 and 27, in block 28, Lots 27 and 28, in block 28, and Lots 31 and 32, in block 28.

All of the above easements are shown on map recorded with the County Clerk of Harris County, Texas, under File No. 10964-B.

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 obstructed aerial easement five feet wide from a plane twenty feet above the ground upward located adjacent to said easements designated. There is also dedicated for the use of water supply mains only a five foot easement described as follows: a two and one-half feet easement across the east side of Lots 20 and 27, in Block 27, and a two and one-half foot easement across the west side of Lots 21 and 26, in block 27.

P. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Jan. 1, 1985, at which time the said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

Q. If the parties hereto, or any of the, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning

real property situated in said development or subdivision to prosecute any proceedings at law or equity against the person or person violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

R. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

FILED

SEP-17-59

70151

A

LS A PD

59 SEP 17 PH 2:56

DEED REC'D

John T. Hannah
COUNTY CLERK
HARRIS COUNTY, TEXAS

RESTRICTIONS APPLYING TO
AYRSHIRE ADDITION
SECTION FOURTEEN

VOL 3817 PAGE 547

A-320

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS, that JOHN T. HANNAH, 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 a point in the East line of Academy Street
 S 00° 04' E 125 feet from the intersection of the East line of
 Academy Street with the South line of Falkirk Lane, said point
 also being the Southwest corner of Ayrshire Addition, Section
 Thirteen and the Southeast corner of Ayrshire Addition, Section
 Twelve;

THENCE along the South line of said Ayrshire Addition, Section
 Thirteen, N 89° 56' E 71.78 feet to a point for corner;

THENCE continuing along said South line of Ayrshire Addition,
 Section Thirteen, S 85° 15' 22" E 284.39 feet to a point for corner;

THENCE continuing along said South line of Ayrshire Addition, Sec-
 tion Thirteen, S 83° 29' E 400 feet to a point for corner;

THENCE continuing along said South line of said Ayrshire Addition,
 Section Thirteen, S 88° 24' E 123.58 feet to a point for corner;

THENCE S 00° 07' 10" E 131.19 feet to a point in the North line of
 North Braeswood Blvd.;

THENCE along the North line of North Braeswood Blvd. S 89° 52' 50"
 W 183.29 feet to a point of curve;

THENCE continuing along said North line of North Braeswood Blvd.
 in a Westerly and a Southwesterly direction a curve to the left
 having a radius of 866.62 feet and a central angle of 44° 55' 20"
 for a distance of 679.47 feet to a point of reverse curve;

THENCE continuing along said North line of North Braeswood Blvd. in
 a Southwesterly and Westerly direction a curve to the right having
 a radius of 1046.12 feet, and a central angle of 45° 03' 30" for a
 distance of 822.69 feet to a point of tangent;

THENCE continuing along said North line of North Braeswood Blvd.
 N 89° 59' W 61.46 feet to a point in the East line of West University
 Place drainage right of way;

THENCE along said East line of the West University Place drainage
 right of way N 00° 04' W 764.22 feet to the Southwest corner of
 Ayrshire Addition, Section Twelve;

THENCE along the South line of said Ayrshire Addition, Section Twelve,
 N 89° 56' E 721.22 feet to the PLACE OF BEGINNING

And containing 16.449 acres of land more or less, and said JOHN T. HANNAH has subdivided and platted said property consisting of Lots 10 to 53, both inclusive, in Block 27, and Lots 17 to 33, both inclusive, in Block 28, as shown by the map of Ayrshire Addition, Section Fourteen, filed for record with the County Clerk of Harris County, Texas under File No. 10964-B.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JOHN T. HANNAH does hereby dedicate the streets, avenues, drives and parkways for use by the public so such reserving the right to himself, his

successors and assigns, to at any time use the same for the installation, maintenance, repairs and removal of any and all public utilities and agree 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.

A: No lot shall be used except for residential purposes in Ayrshire Addition, Section fourteen, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height, at least fifty one percent of which shall be of masonry construction, and a private garage for not more than three cars nor less than two cars, and other out-buildings incidental to residential use of the plot.

B: No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Garth C. Bates, Albert D. Kefaufer, and D. M. Nichols, Jr., or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither of the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1969. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C: No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat, and no residential building shall be erected 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.

D: No garage, servant's house, or other outbuilding of any kind shall be erected on any lot nearer than the front building line on 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.

E: No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any lot forward of the building set-back lines.

F: No residence shall be erected on a lot or homesite of less frontage at the front building set-back line than sixty (60) feet and such lot or homesite must have a minimum square foot area of seven thousand five hundred (7,500) square feet.

G: 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.

H: No residence shall be constructed on any plot or building site in the addition with not less than a minimum floor space of two thousand (2,000) square feet, exclusive of one story open porches and garages.

I: No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

J: No trailer, basement, tent, shack, garage, barn, or other out-building erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The erection and use of outside toilets is strictly prohibited.

K: No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

L: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

M: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

N: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

O: Easements affecting all lots in the addition are reserved as shown on the plat and as hereinafter designated for utility installation and maintenance. An easement of five (5) feet in width across the back of lots 10 thru 17, 20 thru 27, 30 thru 33 inclusive in Block 27, Lots 17 thru 20, 22, 29 thru 33 inclusive in Block 28. In addition, easements described as follows are granted on the following lots: A five (5) foot easement across the Northside, and a ten (10) foot easement across the Westside of Lots 18 and 28 in Block 27, and a five (5) foot easement across the Southside and a ten (10) foot easement across the Westside of Lots 19 and 29, in Block 27, and a five (5) foot easement across the Southside of Lot 41, in Block 27, and a ten (10) foot easement across the Westside of Lot 33 in Block 27; a five (5) foot easement across the Northside of Lot 17 in Block 28, a five (5) foot easement across a portion of the Southside of lot 20, in Block 28, a five (5) foot easement across the Westside and Southwest side of Lot 24, in Block 28, a five (5) foot easement across the Westside and Northside of Lot 25, in Block 28, a five (5) foot easement across the Northside and Southeast side of Lot 26, in Block 28, and a five (5) foot easement across the Northside and Northwest side of Lot 28, in Block 28. In addition, ten 3' x 33' guy easements, the center lines of which are the property lines between Lots 43 and 44, in Block 27, Lots 46 and 47, in Block 27, Lots 49 and 50, in Block 27, Lots 19 and 20, in Block 28, Lots 20 and 21, in Block 28, Lots 22 and 23, in Block 28, Lots 23 and 24, in Block 28, Lots 26 and 27, in Block 28, Lots 27 and 28, in Block 28, and Lots 31 and 32, in Block 28.

All of the above easements are shown on map recorded with the County Clerk of Harris County, Texas, under File No. 10964-B.

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 obstructed aerial easement five (5) feet wide

from a plane twenty (20) feet above the ground upward located adjacent to said easements designated. There is also dedicated for the use of water supply mains only a five (5) foot easement described as follows: a two and one-half (2½) foot easement across the East side of Lots 20 and 27, in Block 27, and a two and one-half (2½) foot easement across the West side of Lots 21 and 26, in Block 27.

P: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

Q: If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

R: Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

John T. Hannah
JOHN T. HANNAH

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN T. HANNAH, 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 20th day of August, 1959.

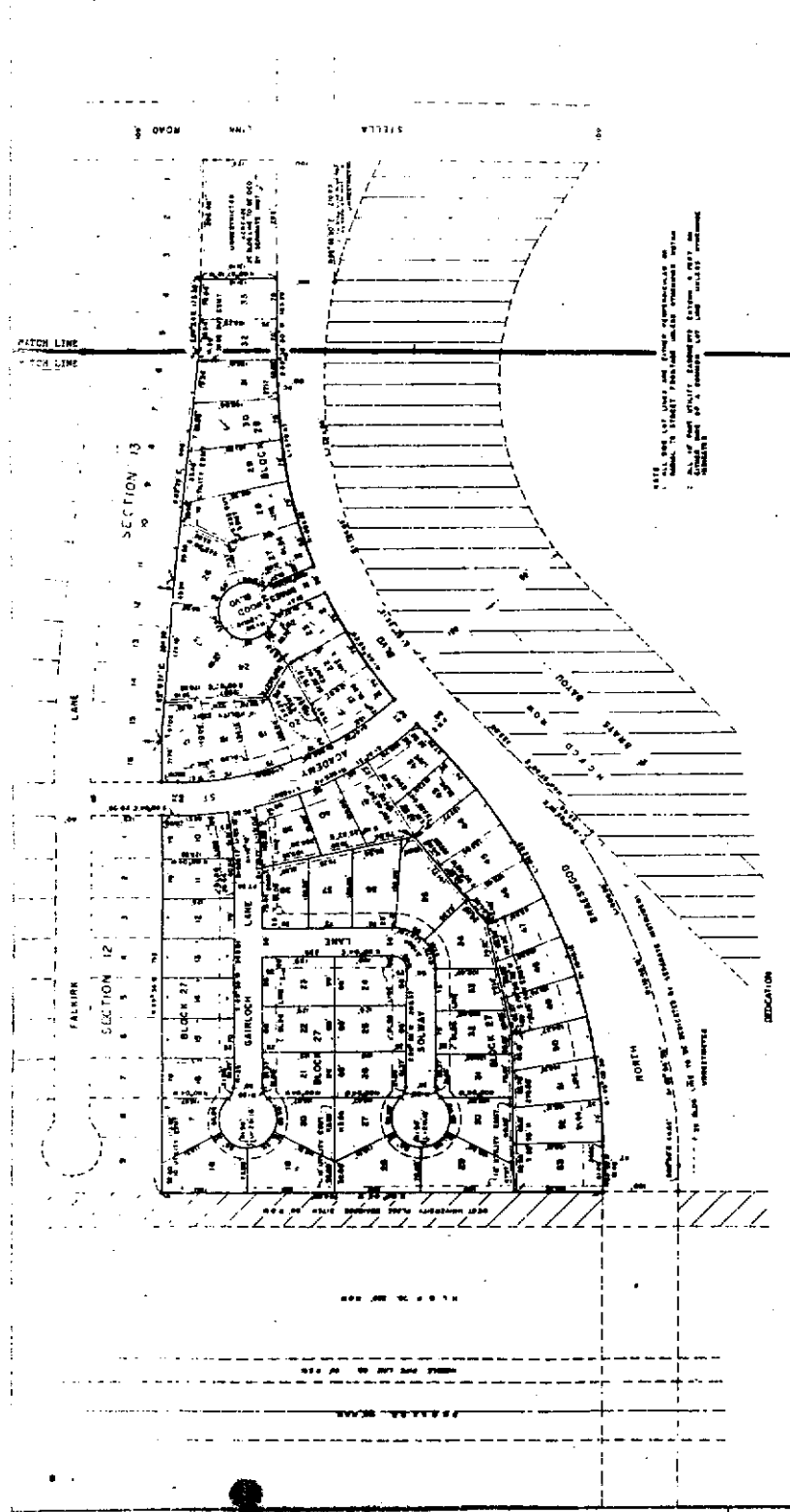
Walter Miller
Notary Public in and for Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on the _____ day and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the names RECORDED of Harris County, Texas, as stated herein by me, on
SEP 17 1959



Walter Miller
NOTARY CLERK,
HARRIS COUNTY, TEXAS

106 page
lot 11
10/27



PLAT OF THE CITY OF FAIRBAIRN, MINN., SHOWING THE LOTS, BLOCKS AND STREETS OF SECTION 12 AND SECTION 13.

THE STATE OF MINN.,)
COUNTY OF WAHOTA,)

I, the undersigned, Clerk of the County of Wahota, do hereby certify that the within plat of the City of Fairbairn, Minnesota, is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in my office, and that the same is a true and correct copy of the original plat on file in my office.

Witness my hand and seal of office, at Fairbairn, this 10th day of March, 1919.

John J. Kennedy
Clerk of County

PLAT OF THE CITY OF FAIRBAIRN, MINN., SHOWING THE LOTS, BLOCKS AND STREETS OF SECTION 12 AND SECTION 13.

THE STATE OF MINN.,)
COUNTY OF WAHOTA,)

I, the undersigned, Clerk of the County of Wahota, do hereby certify that the within plat of the City of Fairbairn, Minnesota, is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in my office, and that the same is a true and correct copy of the original plat on file in my office.

Witness my hand and seal of office, at Fairbairn, this 10th day of March, 1919.

John J. Kennedy
Clerk of County