

CHANGED TO 2 STORY  
VIA VARIANCE 11.7.

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