

## BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



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Houston, Texas 77225-0486  
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*Ayrshire 12*

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

AYRSHIRE ADDITION

SECTION TWELVE

THE STATE OF TEXAS  
COUNTY OF HARRIS

1499153

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:

BEGINNING at an iron pin in the East line of Academy Street (60 feet wide) South  $00^{\circ} 04'$  East 125 feet from the intersection of the East line of Academy Street with the South line of Tartan Lane;  
THENCE South  $00^{\circ} 04'$  East 310 feet to a point for corner;  
THENCE South  $89^{\circ} 56'$  West 721.22 feet to a point for corner;  
THENCE North  $00^{\circ} 04'$  West 310 feet to a point for corner;  
THENCE North  $89^{\circ} 56'$  East 721.22 feet to the place of beginning.

And containing 5.134 acres of land more or less, and said corporation has subdivided and platted said property consisting of Lots 10 to 18, both inclusive, in Block 25; Lots 1 to 9, both inclusive, in Block 27; as shown by the map of Ayrshire Addition, Section Twelve, filed for record with the County Clerk of Harris County, Texas, under file No. 1476504.

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 land, 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, 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 for 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 hereof, and shall be made a part of each and every contract and deed executed by or on behalf of Kyrshire Corporation 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, Kyrshire Corporation and its 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 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, winous, 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 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 Lenark Lane, Houston, Texas, W. F. Burge, 7522 Prestwick Road, Houston, Texas and J. B. Cassidy, 6825 Academy Street, 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 instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers 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 representatives, 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 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 Twelfth Section shall be known and described as residential lots, and no structure shall be erected on any residential building lot of the Twelfth 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 street, 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 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 costs as of January 1, 1955, 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 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. However, it is hereby agreed that the front building lines for Lots 10 and 11, in Block 25 and Lots 8 and 9, in Block 27, shall be no nearer than twenty (20) feet from the front lot line.

(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 aerials 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

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 (a) 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 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 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 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 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 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 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, 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 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 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 of five (5) feet in width across the back of Lots 11 thru 18, both inclusive, in Block 25, Lots 1 thru 8, both inclusive, in Block 27. In addition, easements described as follows are granted on the following lots. A five (5) foot easement across the North side, a ten (10) foot easement across the West side, and a five (5) foot easement across the South side of Lot 10, in Block 25 and Lot 9, in Block 27.

All of the above easements are shown on map recorded with the County Clerk of Harris County, Texas, under file No. 1476504.

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.

UPKEEP

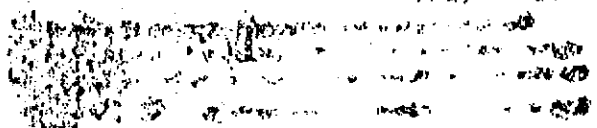
The purchasers of property in said Addition shall be required to keep the weeds cut on the particular property owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easement, or in the street abutting the same. The area in the street between the pavement and the property line at all times shall be kept clean and free of unsightly obstacles.

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

IN TESTIMONY WHEREOF, AYRSHIRE CORPORATION has caused these presents to be executed by its President, and its corporate seal affixed hereto on this 8th day of August, 1955.

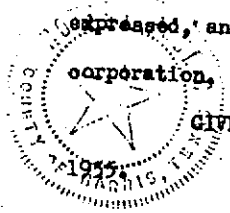
ATTEST:  
*Karp Miller*  
Asst. Secretary

AYRSHIRE CORPORATION  
By *Wood Hornal Jr*  
President



THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared  
DAVID HANNAH, JR., President of AYRSHIRE CORPORATION, a corporation, known to me  
to be the person whose name is subscribed to the foregoing instrument, and acknow-  
ledged to me that he 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 8th day of August,

*Ralph Stewart*  
Notary Public in and for Harris  
County, Texas.

Filed for Record \_\_\_\_\_  
Recorded \_\_\_\_\_  
W.D. MILLER, Clerk County Court, Harris County, Texas  
By \_\_\_\_\_ Deputy

APR 18 62 8 26 AM '62 CC 26707 PD \$36.75

