

## BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



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*Ayrshire 6*

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

#576,083

RESTRICTED

RECORDED DEED BOOKS. VOL. 1044, PG. 688

DATED: October 30, 1948

FILED: Nov. 5, 1948 at 3-50 P. M.

FROM: Ayrshire Corporation.  
BY: President et al

TO: - - -

THE STATE OF TEXAS;  
COUNTY OF HARRIS :

*Section 6  
Plus 3  
amendments*

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. S. Rose Survey in Harris County, Texas, particularly described by notes and bounds as follows:

Here follows field note description- - -

and containing 26.191 acres of land more or less; and said corporation has subdivided and platted said property consisting of Lots 15 to 24, both inclusive in Block 11; Lots 15 to 29, both inclusive, in Block 12; Lots 1 to 10, both inclusive, in Block 13; Lots 1 to 33, both inclusive in Block 14; Lots 1 to 6, Block 15, both inclusive; Lots 1 to 19, Block 16, both inclusive, as shown by the map of Ayrshire Addition, Sixth Section, filed for record with the County Clerk of Harris County, Texas, under File No. 571, 103.

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 thoroughfare.

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 improvement 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 Ayrshire 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 Ayrshire Corporation and its successors, and all subsequent purchasers of said property, and each such purchaser, by virtue of accepting a contract or

Continued- - -

#576083  
Contd Pg. #2

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

*Amended See Amendment #1*  
~~USE OF LAND: (a) No lots shall be used for anything other than residential purposes, except with the written permission of Ayrshire Corporation in an instrument of recordable form to be filed for record in Harris County, Texas; such lot or lots shall no longer be called residential lot or lots and said recordable written instrument heretofore mentioned shall specifically set forth the character of the use to which said lot or lots may be put. However, once a lot has been improved with and used as a single family residence lot, such lot shall come under the terms of a single family residence and no change can be made by the Ayrshire Corporation under the preceding clause.~~

~~(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.~~

*Amended See Amendment #2*  
~~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 homestead in Ayrshire Addition Sixth Section, until plans and specifications have been submitted to and approved by 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, together with any other requirements, stipulations and restrictions that the Corporation may deem advisable in order to affect the best interest of the property as a whole and for the purpose of establishing some basic idea as to character of homes the following restrictions will govern as to barest minimum, but they are not intended to restrict additional requirements the Corporation may deem advisable.~~

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

*Amended See Amendment #2, Pg. 2*  
~~(b) All lots in the Sixth Section shall be known and described as residential lots, with the exception as stated in "USE OF LAND" Section (a), 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.~~

~~(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.~~

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Contd Pg. #3

Amendment #2, pg. 2  
See amendment #2, pg. 2

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 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 Two Thousand dollars (\$10,000.00), and with not less than a minimum floor space of 1,200 square feet for bungalows and 1,700 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, 1940, 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 the 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 Ayrshire Corporation and/or other parties or persons with the consent of and the written permission of Ayrshire Corporation, such building line or lines, as herein set out, may be changed, and Ayrshire Corporation shall be the sole judge with respect to whether or not same is an unusual case or circumstances.

(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 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.

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 servants' quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

Amendment #2 pg. 3

No outbuildings shall exceed in height the dwelling to which

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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.

*manuscript (2) p#3* 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 (1-3/4ths) square feet (18) inch diameter pipe culvert) Sulverts 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 covenants created by deed from the Corporation at the end of the first twenty-five (25) years period, or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements 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 the, and all subsequent owners of the 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 restrictions, 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 lien 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.

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**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 to 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 proportions of said Addition:

An easement of five (5) feet in width across the back of Lots 18 through 24, both inclusive, in Block 11, Lots 15 through 29, both inclusive, in Block 12, Lots 1 through 3, both inclusive, and Lots 9 and 10 in Block 13, Lots 1 through 33, both inclusive, in Block 14, Lots 1 through 3, both inclusive, in Block 15. Lots 1 through 19, both inclusive in Block 16.

In addition, easements described as follows are granted on the following Lots; a five (5) foot easement across the north side and a ten (10) foot easement across the west side of Lot 17, and in Block 11; a ten (10) foot easement across the West side of Lots 15 and 16, in Block 11; a five (5) foot easement across the South side of Lot 4, in Block 13, with additional Five (5) foot easement beginning at the southwest corner of said lot and extending parallel to the West line of Forty (40) feet; a five by five foot easement in Southeast corner of Lot 5, in Block 13; a five foot easement across the East and South sides of Lot 6, in Block 13; a five foot easement across the north side of Lot 7, in Block 13, a five foot easement across the north side and extending south a distance of forty (40) feet along the West side of Lot 8, in Block 13; a five (5) foot easement across the South side and a ten (10) foot easement across the extreme west side with an additional five (5) foot easement across the northwest side of Lot 4, in Block 15; a five (5) foot easement across the South side and a ten (10) foot easement across the West side of Lot 5, in Block 15; a ten (10) foot easement across the West side of Lot 6, in Block 15.

In addition six 3' x 20' guy easements, the center lines of which are the property lines between Lots 24 and 25, in Block 12, Lots 10 and 11, in Block 14, Lots 13 and 14, in Block 14, Lots 28 and 29, in Block 14, Lots 12 and 13, in Block 16, and Lots 15 and 16, in Block 16.

All the above easements are shown on Map recorded with County Clerk of Harris County, Texas, under File No. 571103.

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 easement designated.

**UPKEEP:** The purchasers of property in said addition shall

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Cont. Pg. #6

be required to keep the weeds out 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.

Amendment # 2 pg #3  
This instrument of dedication relates to and affects the above described property, and shall not affect other property hereby described.

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#596,587

AMENDMENT TO RESTRICTIONS

RECORDED DEED R.C.D.S. VOL. 1876 pg. 699

DATED: January 25, 1949

FILED: Jan. 25, 1949 at 11:30 A. M.

FROM : Ayrshire Corporation,  
BY: David Hannah, Jr., President  
ATTEST: J. B. Cassidy, Secretary (seal)

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 26.191 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. 576083, to which instrument reference is here made for its terms and provisions and is made a part hereof for all purposes; and

WHEREAS, THE DEDICATION of Ayrshire Addition Sixth Section, as hereinabove referred to, contains various covenants, conditions, stipulations, easements and restrictions, to which instrument reference is here made for all of its terms and provisions, and in said dedication under paragraph (a) under "Use of Land" same provided that no lots shall be used for anything other than residential purposes except with the written permission of Ayrshire Corporation in an instrument of recordable form to be filed for record in Harris County, Texas; such lot or lots shall no longer be called residential lot or lots and said recordable written instrument heretofore mentioned shall specifically set forth the character of the use to which said lot or lots may be put. However, once a lot has been improved with and used as a single family residence lot, such lot shall come under the terms of a single family residence and no change can be made by the Ayrshire Corporation under the preceding clause; and

WHEREAS, it is the desire of Ayrshire Corporation to amend the last above referred to paragraph so that same will provide and read to the effect that no lots shall be used for anything other than residential purposes;

NOW, THEREFORE, Ayrshire Corporation, acting herein by and through its duly authorized officers, being the owner and holder of all the remaining unsold lots of Ayrshire Addition Sixth Section, does hereby amend paragraph (a) under "Use of Land" in the restrictions affecting Ayrshire Addition Sixth Section, as hereinabove referred to, to read as follows, to-wit:

(a) No lots shall be used for anything other than residential purposes.

Nothing herein shall affect any of the covenants, conditions, stipulations, easements and restrictions which are fully set forth in the restrictions affecting Ayrshire Addition Sixth Section, as hereinabove first mentioned, other than paragraph (a) under "Use of Land", which paragraph is amended or modified by this instrument in the same force and effect as if written in and made a part of the original restrictions of Ayrshire Addition Sixth Section, as first above mentioned.

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