

116-32-0921 110492 - A FD 1000

110492 AYRSHIRE CORPORATION, a Texas corporation, owner of the lands and premises

hereinafter described, for the purpose of evidencing and setting forth a substantially uniform plan of development which it has adopted for such lands and premises, does hereby COVENANT AND PROVIDE that AYRSHIRE CORPORATION, a Texas corporation, as well as its successors and assigns, and all parties holding title by, through and under it, shall hereafter have and hold title to the following described lands and premises, to-wit:

- Lots Nos. 21 through 69, both inclusive in Block 51;
 - Lots Nos. 37 through 51, both inclusive in Block 52;
 - Lots Nos. 18 through 34, both inclusive in Block 55;
 - Lots Nos. 1 through 34, both inclusive in Block 56;
 - Lots Nos. 1 through 27, both inclusive in Block 57;
 - Lots Nos. 1 through 31, both inclusive in Block 58;
 - Lots Nos. 1 through 35, both inclusive in Block 59;
 - Lots Nos. 1 through 28, both inclusive in Block 60;
 - Lots Nos. 1 through 26, both inclusive in Block 61;
 - Lots Nos. 1 through 40, both inclusive in Block 62;
 - Lots Nos. 1 through 17, both inclusive in Block 63;
 - Lots Nos. 1 through 7, both inclusive in Block 64;
 - Lots Nos. 1 through 17, both inclusive in Block 65;
 - Lots Nos. 1 through 13, both inclusive in Block 66;
 - Lots Nos. 1 through 18, both inclusive in Block 67;
- All in the plat of Sagemont, Section 10, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Vol. 168, Page 126, of the Map Records, Harris County, Texas, which said subdivision is hereinafter called "Sagemont"

subject to the following Restrictions, Reservations and Covenants, which are hereby imposed upon said properties as covenants running with the land, and which AYRSHIRE CORPORATION agrees shall be binding upon and shall be observed by itself, its successors and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said lots above described.

PART A-RESIDENTIAL COVENANTS

1. None of said lots shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not less than two cars nor more than three cars.

2. No building shall be erected, placed or altered on any of said lots 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 all sections of Sagemont, and as to location of them with respect to topography and finished ground elevation by a committee composed of W. F. BURGE, CHARLES W. PUGH, and DANIEL J. ALLISON, or a representative designated by a

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A Certified Copy - Page 1 of 9
Attest: 1/25/2024
Teneshia Hudspeth, County Clerk
Harris County, Texas

Mario Castillo
Mario Castillo

Deputy



CON:1413982|116320921



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CLERK OF COUNTY CLERK
HARRIS COUNTY, TEXAS

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majority of the members of said committee. In the event of death or resignation of any members 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 representatives, 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 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 the named committee and/or its designated representative shall, on January 1, 1973, automatically pass to a committee of three owners of lots in all sections of Sagemont then existing, which such three lot owners shall be selected by a majority of lot owners in all sections of Sagemont then existing. Such selection may be made at any time, and from time to time, during the duration of these restrictions. Such action by said majority of lot owners of lots in all sections of Sagemont then existing shall be evidenced by an appropriate written instrument, executed by such majority and filed for record in the Deed Records of Harris County, Texas.

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3. Any single story residence constructed on said lots must have a ground floor area of not less than 1,100 square feet, exclusive of open or screened porches, terraces, driveways, carports and garages. Any residence other than a single story residence must have not less than 900 square feet of ground floor living area exclusive of open or screen porches, terraces, driveways, carports and garages.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, and also no building (except a garaged or permitted accessory building located 70 feet or more from the front lot line) shall be placed on any lot so as to be located:

- (a) Nearer than 5 feet to either of the side, or interior, lines of such lot, or
- (b) So that the aggregate width of the side yards at the front building set-back line is less than 15% of the width of the lot at the front building set-back line, with the further provision that neither of such side yards shall have a width of less than 5 feet.

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A three (3) foot side yard shall be permissible for a garage or other permitted accessory building located seventy (70) feet or more from the front property line. If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of paragraph 5 (A) below, these building set-back provisions shall be applied to such resultant building site as if it were one original platted, lot.

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5. (A) None of said lots shall be resubdivided in any fashion except as hereinafter provided.

(B) Any persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraphs numbered 3 and 4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

116-32-1023

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither Ayrshire Corporation nor any UTILITY company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any 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.

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

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gas shall be erected, maintained or permitted upon any lot.

11. 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. Lot shall be kept in neat and orderly fashion at all times.

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12. 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.

13. No fence, wall, hedge or gas meter shall be placed, or permitted to remain on any of said lots nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot.

116-32-1924

14. No shrub or tree planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line within the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

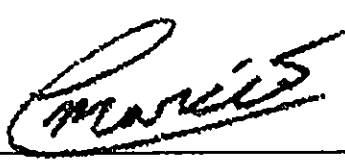
15. An underground electric distribution system will be installed in that part of Sagemont Subdivision, Section 10, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Sagemont Subdivision, Section 10. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections

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Harris County, Texas




Mario Castillo Deputy

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at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

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PART B-GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding upon all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots. 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 persons owning real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing, or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

116-32-0925

PART C-MAINTENANCE FUND

All lots in said subdivision shall be subject to an annual maintenance charge of \$30.00 per lot provided, however, this charge may be raised from time to time by Ayrshire Corporation or its successor committee, but in no event shall exceed \$50.00 per lot. This charge shall be for fully improved lots only. There shall be no charge until lot is fully improved.

Such maintenance fund shall be payable in advance to Ayrshire Corporation, or its designated agent, on or before January 1, 1971, and on or before January 1 of each succeeding year thereafter during the period in which these restrictions are in force. Ayrshire Corporation shall establish an operation account and all receipts and disbursements shall be made out of this fund in connection with the maintenance and operation of Section 10. At such time as 90% of the lots in Section 10 have been sold to home owners Ayrshire Corporation shall make an accounting to the committee

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Attest: 1/25/2024
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in charge of the general maintenance fund of the previous sections of Sagemont and henceforth all receipts and disbursements shall be handled as a part of the general fund under the direction of the Committee. An express lien is hereby granted to Ayrshire Corporation or its successor committee to secure payment of such maintenance charge, but such lien shall be inferior to liens granted by the undersigned parties for improvements made upon said lots. All funds collected by Ayrshire Corporation or its successor committee hereunder shall be used for the purpose of maintaining the streets, parks, drainage ditches and walks, and caring for and mowing vacant lots, or any other facilities which are made or maintained for the benefit of the subdivision as a whole.

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116-32-0923

There have been prior sections of Sagemont created by Ayrshire Corporation. In this connection such prior sections are subject to restrictive covenants comparable to these restrictions and specifically to a maintenance charge identical to the one herein established. It is therefore provided that the original Sagemont Committee enforce such maintenance charge on the lots in this section and all subsequent sections. It is further provided that whenever an election of members of the Sagemont Committee is held after the date any additional section of Sagemont has been duly subdivided and subjected to said restrictions and maintenance charge, any lot owner in such additional section which is in existence at the time of such election shall have equal voting rights with each and every owner in the subdivision covered by these restrictions and shall also have the right and privilege to be a candidate for, and eligible for, membership on the Sagemont Committee. Ayrshire Corporation, however, specifically reserves the right to determine and prescribe the date upon which the maintenance charge upon lots in any additional section shall become effective and begin to accrue annually. It also shall be condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

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Attest: 1/25/2024
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Harris County, Texas


Mario Castillo

Deputy



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EXECUTED this the 18th day of May, 1970.

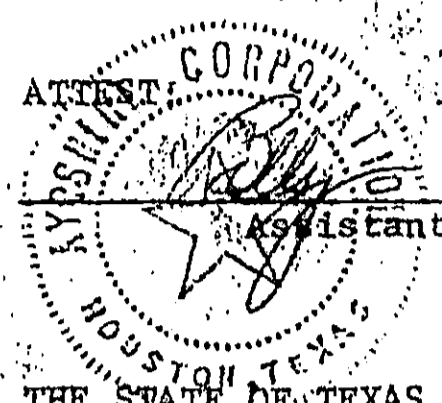
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AYRSHIRE CORPORATION

By

Arthur Coburn II
Vice President

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[Signature]
Assistant Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

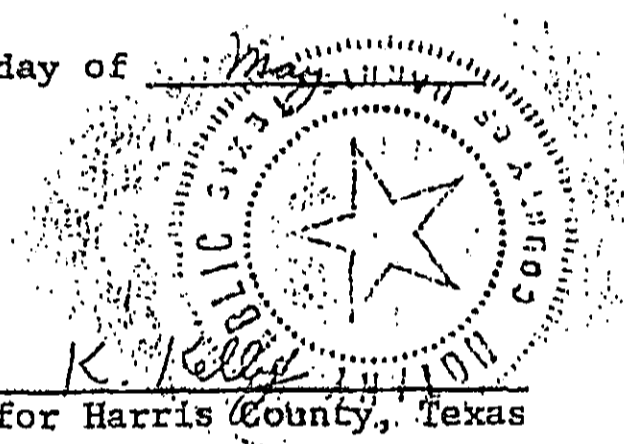
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116-32-0927

COPY

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Coburn, II, as Vice President of Ayrshire Corporation, 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this the 18th day of May, A.D., 1970.



Mrs. Buena K. Kellogg
Notary Public in and for Harris County, Texas

RP-2024-26271

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A Certified Copy - Page 7 of 9
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Harris County, Texas

[Signature]

Deputy

Mario Castillo



CON:1413982|116320921

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THE STATE OF TEXAS:

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COUNTY OF HARRIS:

Consent
P.A.

REFERENCE is made to deed dated October 18, 1968, of record in Volume 7379, Page 462, Harris County Deed Records by which H. M. CROSSWELL, JR., individually, and H. M. CROSSWELL, JR. as Trustee of the following three trusts, to-wit:

1. The Mary Grey and Oscar F. Holcombe Trust for Beneficiary Oscar Holcombe Crosswell
2. The Mary Grey and Oscar F. Holcombe Trust for Beneficiary Henry Markley Crosswell III
3. The Mary Grey and Oscar F. Holcombe Trust for Beneficiary David Miller Crosswell

116-32-1928

conveyed to AYRSHIRE CORPORATION 158.122 acres of land in the A. M. Gentry Survey, Abstract 292, in Harris County, Texas. In said deed a vendor's lien was reserved unto Grantors therein to secure the payment of one certain promissory note of even date therewith in the original principal sum of \$702,000.00 executed by AYRSHIRE CORPORATION et al payable to the order of the Grantors in said deed. Payment of said note was additionally secured by deed of trust of even date therewith from AYRSHIRE CORPORATION to JAMES A. MARSHALL, TRUSTEE, covering said 158.122 acre tract. Said vendor's lien and deed of trust lien are hereinafter collectively referred to as "said liens."

All of the lots and blocks in Sagemont, Section 10, described in the foregoing instrument of restrictive covenants are out of, and a part of, said 158.122 acres of land and are subject to said liens.

The undersigned hereby consents to the imposition of said restrictive covenants on said lots and blocks in Sagemont, Section 10, and covenants and agrees with AYRSHIRE CORPORATION that said liens shall henceforth be subordinate and inferior to said restrictive covenants, PROVIDED HOWEVER, that nothing herein contained shall be construed as, nor have the effect of, releasing or impairing the validity of said liens as to any of the lands covered thereby.

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A Certified Copy - Page 8 of 9
Attest: 1/25/2024
Teneshia Hudspeth, County Clerk
Harris County, Texas

Mario Castillo
Mario Castillo

Deputy



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RP-2024-26271

EXECUTED this the 18th day of May, 1970.

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H. M. Crosswell, Jr.
H. M. CROSSWELL, JR.

H. M. Crosswell, Jr.
H. M. CROSSWELL, JR., TRUSTEE
OF SAID THREE TRUSTS

2

116-32-0929

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared H. M. CROSSWELL, JR., Individually and as Trustee, 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 18th day of May, 1970.

J. Best
Notary Public in and for Harris County, Texas

I BEST NOTARY

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

MAY 19 1970



Robertson
COUNTY CLERK
HARRIS COUNTY, TEXAS

*Ayrshire Corp.
P.O. Box 20032
Houston, Texas
77025*

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

- 2 -

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A Certified Copy - Page 9 of 9

Attest: 1/25/2024

Teneshia Hudspeth, County Clerk
Harris County, Texas

Ret to:
*Morris Malveaux
10826 Sagebluff Dr.
Houston, Tx. 77089*

Mario Castillo

Deputy

Mario Castillo



CON:1413982|116320921



RP-2024-26271

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FILED FOR RECORD

11:39:50 AM

Thursday, January 25, 2024

Leneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

COPY

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

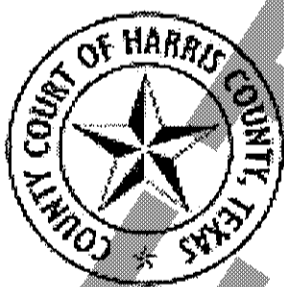
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Thursday, January 25, 2024

Leneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS



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