

Maplewood Deed Restrictions Composite

**AMENDED AND RESTATED RESTRICTIONS
MAPLEWOOD SECTION[S 1, 3-13 and 15]**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, [see page 8, Section Specific Filing Dates and Locations]

WHEREAS, it is the desire of a majority of the Property Owners (as defined herein) to amend and restate the restrictions, covenants and conditions in order to carry out a uniform plan for the improvement, development, sale and use of all of the land in the Sections for the benefit of the present and future Property Owners. In so doing, a majority of the Property Owners hereby covenant and agree with each other to adopt the following restrictions to provide uniformity to the use, occupancy and conveyance of all property in said Maplewood, Section[s 1, 3-13 and 15].

NOW THEREFORE, a majority of the aforementioned Property Owners within said Maplewood, Section[s 1, 3-13 and 15], hereby adopt, establish and impose upon said Maplewood, Section[s 1, 3-13 and 15]. Property Owners the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in such land, or any part thereof, and shall inure to the benefit of each Property Owner thereof.

Article I. Definitions

“The Civic Club” shall mean the Maplewood Civic Club, Inc., a non-profit Texas corporation.

“The Sections” shall mean the platted subdivisions of Maplewood, Harris County, Texas.

“Property Owner(s)” shall mean the title holder of record, whether one (1) or more persons or entities, of a fee simple title to any lot within Maplewood, Section[s 1, 3-13 and 15], but excluding those having such interest merely as security for the performance of an obligation including but not limited to a mortgage company and their heirs and assigns.

“Building” shall mean a roofed or walled structure affixed to or resting upon the ground.

“Story” shall mean that portion of a Building intended as dwelling space included between the upper surface of any floor and the upper surface of the ceiling above.

Article II. Duration

The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date this instrument is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Provided that, if at any time an instrument signed by a majority of the Property Owners

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has been recorded, agreeing to change the covenants, conditions, and restrictions in whole or in part, the provisions of said amended instrument shall then become effective upon filing of the instrument of record in the Real Property Records maintained at the office of the County Clerk of Harris County, Texas.

Article III. Structures

Section 1. Single Family Residences. All of the numbered lots shown on the recorded plat of said subdivision shall be known and described as residential lots. No residential lot shall be used for any purpose except for a single family residence. No Building in said subdivision shall be used as an apartment house, duplex, flat, boarding house or hotel. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) Stories in height with an attached or detached private garage for a minimum of two (2), but not more than four (4) automobiles, and one (1) approved out-building incidental to residential use as described in Article III, Sections 2 and 3 herein. No attached garage or outbuilding shall exceed the height of the main residence, nor shall any detached garage exceed two (2) Stories as described in Article III, Sections 2 and 3 herein.

(a) [see page 10, Section Specific Minimum Structure Sizes]

(b) The exterior material of the residence shall not be less than fifty-one percent (51%) masonry. Percentage of masonry shall be computed by dividing the total square footage of the exterior masonry walls of the residence (excluding the square footage composed of windows and doors) by the total square footage of the exterior masonry and non-masonry walls of the residence (excluding the square footage composed of windows and doors). For the purpose of this section, the term "masonry" shall include bricks, natural or man-made stone, plaster Portland cement finishes (also known as stucco) and the mortar used to join them together.

(c) No numbered, platted lot in Maplewood, Section[s 1, 3-13 and 15] shall be subdivided.

Section 2. Garages. A single family residence must contain an attached or detached private garage for a minimum of two (2), but not more than four (4) cars. No attached garage shall exceed the height of the main residence. No detached garage shall exceed two (2) Stories. The materials and design of all garages shall be in harmony with the main residence. As used in this section, "attached" means a Building that shares at least one common vertical wall with the residence.

Section 3. Out-buildings. Out-buildings incidental to the residential use of said lots shall only be permitted on lots having opaque fences, and no portion of such structure may be higher than the fence, unless the view of such structure is screened from the street and the ground level of adjacent lots, in which case such out-buildings shall not exceed one (1) Story in height. Out-buildings shall comply in all respects with the restrictions, conditions and covenants set forth herein. Only one (1) out-building shall be permitted per lot. No trailer, basement, tent, shack, barn or other out-building erected on any residential lot, not including garages, shall at any time be used as a residence except for recreational purposes not to exceed forty-eight (48) consecutive hours.

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Section 4. Fences and Walls. Fences and walls shall not be more than eight (8) feet in height. Walls are to be constructed of masonry material and fences are to be constructed of a wood, decorative metal, or plastic/vinyl material. No wire or chain-link fences shall be constructed. Fences and walls may extend to interior lot lines but shall not be forward of the front minimum setback line. On corner lots, walls and fences shall not be placed beyond the minimum building setback line along the lot line adjacent to a side street, as defined in Article V, Section 1. Placement of a fence or wall shall not require Architectural Committee (hereinafter referred to as the "AC", as defined in Article IV) approval as long as said placement complies with all applicable AC guidelines with respect to materials and height, as stated herein. Neither shall said fence or wall location require AC approval as long as said fence or wall is on or parallel to the property lines, excluding gates, and not in front of the setback lines as stated in Article V, Section 1.

Section 5. Roofs. Roofs shall be covered with shingles, slates, tiles, or metal sheeting in a shade of gray, brown, black, terra cotta, dark green, dark blue, or white. The Architectural Committee shall periodically adopt clearly defined roofing guidelines to preserve the character and aesthetics of the neighborhood. In any event, no pea gravel or corrugated metal roofs shall be used or permitted on any residence or garage. Replacement of a roof shall not require AC approval as long as said replacement or repair complies with all applicable AC roofing guidelines.

Section 6. Plans and Specifications. No building, roof, garage, fence, wall, driveway, carport, porte-cochere, sidewalk, patio enclosure, swimming pool, solar or heat collection apparatus, high mast antenna, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any lot, nor shall any substantial grading or excavation be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been submitted to the Chairperson of the Architectural Committee and approved in writing by the Committee. All such plans and specifications must be submitted by certified mail return-receipt requested, or by hand delivery with a receipt signed and dated by the Chairperson or designee. The Architectural Committee shall consider such plans and specifications with regard to type, quality and use of exterior material, exterior design, location of improvements on the building plot, and proposed finished grades. Completion of any structure or any alteration of, or addition to, any structure prior to Committee approval shall not constitute a defense to any suit for enforcement of these restrictions.

Article IV. Architectural Committee

Section 1. Membership.

(a) The Architectural Committee shall be composed of five (5) positions filled by five (5) persons who are Property Owners within the various Sections of Maplewood. The Architectural Committee shall consist initially of the following five (5) persons:

Position 1: Louis Polchinski
Position 2: L. W. Carpenter
Position 3: Syd Waldman
Position 4: Tim Hughes

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Position 5 (Committee Chair): Robert Baumgartner

(b) The Architectural Committee shall be a standing committee of the Maplewood Civic Club and the positions shall be filled in the following manner:

(c) Positions 1 and 2 shall open up for re-election in two (2) years. Positions 3 and 4 shall open up for re-election the following year. Thereafter, positions 1 and 2, then 3 and 4, shall be filled on a rotating basis for two (2) year terms at successive Annual Meetings of the Civic Club and shall open up for re-election every other year. Position 5 shall be the Committee Chair and shall be appointed by the Board from among the Vice Presidents of the Civic Club at the discretion of the Board.

(d) Any Property Owner may run for an open position on the Committee by filing a petition with the Board signed by twenty (20) Property Owners from twenty (20) different lots within the various Sections of Maplewood. Alternatively, but not excluding any nominee by petition, the Board may nominate two (2) Property Owners for the open positions. The two (2) nominees receiving the most votes during the election at the annual meeting of the Maplewood Civic Club shall fill the open positions. The Owner or Owners of each lot within the various Sections shall have one (1) vote per lot. In the event of a tie, the Board of Directors and the current Architectural Committee shall break the tie by a simple majority vote. Proper notice of all nominees for the open positions of the AC shall be published at least ten (10) days prior to the annual meeting of the Maplewood Civic Club.

(e) On the resignation or termination for any reason of one (1) of the Architectural Committee members, the remaining members of the Committee shall promptly appoint a replacement to the position, and until the appointment has been made, the remaining members shall exercise the Architectural Committee's authority. His or her replacement shall be appointed from among the Property Owners in the various Sections of Maplewood.

(f) In the event the Civic Club fails to hold its annual election, including members of the Architectural Committee, then the last regularly elected AC shall continue serving until replaced by a simple majority vote of the Property Owners in attendance at a special election which may be called upon the signed petition of at least fifty (50) Property Owners from fifty (50) different lots in Maplewood. Proper notice of such an election shall be published for all Property Owners no less than fifteen (15) days in advance of the election. The Owner or Owners of each lot within the various Sections shall have one (1) vote per lot. In the event that no such petition or election occurs the members of the AC shall continue to hold their positions until they resign or are no longer a Property Owner in a Maplewood section. At such time, any two (2) AC members can appoint two (2) new members to the AC.

Section 2. Approvals. The approval or disapproval of the Architectural Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by the Committee Chairperson or designee and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the type of plans and specifications that the Committee would approve for the subject property.

Section 3. Appeals. If a Property Owner who has submitted plans for approval (with a valid receipt signed and dated by the AC Chairperson or designee) has not received a reply

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from the Architectural Committee within the prior thirty (30) days, the plans shall be considered approved.

Section 4. Disclaimer. Neither the AC nor the Civic Club, nor any member thereof, shall be responsible for structural or other defects of any kind or nature whatsoever in any plans or specifications submitted to the AC and/or improvements constructed as a result of plans submitted to the AC, nor shall they, or any of them, be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of or failure to enact or enforce minimum standards for such improvement, and no act or omission shall be construed to impose any liability on the Civic Club, the AC or any member thereof, for damages which any Property Owner may sustain. Each Property Owner shall, in each instance, be responsible for the safety and quality of the improvement constructed or erected by or for said Owner. It is understood that the standards imposed by these restrictions and the AC are in all cases minimum standards.

Article V. Property Use

Section 1. Set Back Lines. No residence shall be located nearer to the front lot line or nearer to the side street line of said residential lots than the building lines or setback lines shown on the recorded plat. In any event, no Building shall be located on any residential lot nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No residence, with the exception of a detached garage, shall be built nearer than ten (10) feet to the rear property line. No Building located seventy (70) feet or more from the front lot lines, except a detached garage or other out-building, shall be located nearer than five (5) feet to any side lot line of any residential lot. No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

Section 2. Sight Obstructions. No object, fence, wall, hedge, shrub or planting which obstructs sight lines between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner residential lot within the triangle formed by the curb lines and a line drawn between the two points located twenty-five (25) feet from the intersection of the curb lines as measured along each of the said curb lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction at such sight lines.

Section 3. Activities. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood.

(a) All numbered lots shown on the recorded plat of said subdivision shall be designated as residential lots and shall be used for single family residential purposes only. In no event shall any residential lot be used for any commercial or business purposes.

(b) No oil drilling, exploration, 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 any residential lot. No derrick or other structure designed for use in boring or mining for oil or natural gas shall be erected, maintained or permitted.

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(c) No residential lot shall be used or maintained as a dumping ground for refuse, rubbish or trash. Garbage or other waste shall be kept in sanitary containers and stored so they are not visible from any street. City of Houston garbage and recycling containers shall be stored behind the front line of the residence. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(d) No garage, yard, or estate sale shall continue for longer than three (3) days. No more than two (2) sales of any type shall be conducted upon any lot during a calendar year.

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

(f) No individual water supply system shall be permitted on any residential lot, nor shall individual sewage disposal systems be permitted thereon.

(g) Nothing shall be stored upon a lot that is a fire or health hazard or is in violation of federal or state law or any City of Houston or Harris County ordinance.

Section 4. Signs. No commercial sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet, advertising the property for sale or rent, or a sign used by a builder/contractor to advertise the property during the construction or sales period. One (1) security company sign of not more than two (2) square feet shall be permitted. Garage, yard or estate sale signs of not more than five (5) square feet shall be permitted on a property no more than forty-eight (48) hours prior to and twenty-four (24) hours after such sale.

Section 5. Vehicles. No vehicle with an expired license or inspection sticker, or that has been dismantled, either in whole or in part, or that has been left in an unserviceable condition for more than 240 consecutive hours within a thirty (30) day period, shall remain on any portion of any lot within the public view. No motor homes or trailers, including but not limited to utility trailers, boat trailers and camping trailers, shall be stored or permitted to remain on any residential lot or on any street in Maplewood and exposed to the public view for more than 240 consecutive hours within a thirty (30) day period. Beyond the 240 hours, the aforementioned may be stored in a garage or concealed from public view by a solid fence or other solid screening of not less than six (6) feet in height. Under no circumstances shall vehicles be parked on the grass in public view.

Section 6. Easements. All easements, including easements for utilities and drainage facilities, are reserved as indicated on the recorded plat of said subdivision. There is also dedicated an unobstructed aerial easement five (5) feet wide, from a plane twenty (20) feet above the ground, upward, located adjacent to all utility easements shown on the recorded plat of said subdivision.

Section 7. Driveways. No residence shall be constructed and completed unless contemporaneously therewith is built a driveway, either circular and/or straight. Driveway construction shall meet City of Houston specifications.

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Section 8. Maintenance of Property. All Buildings and structures located within Maplewood must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each property shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing over sidewalks, driveways, and curbs shall be presumed to be unattractive. All trees and shrubbery that are damaged, diseased beyond recovery, or dead shall be cut and removed from any property by the Property Owner.

Article VI. Other Provisions

Section 1. Enforcement. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to, a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereby may recover such damages as such person has sustained by reason of the violation of such provision. It shall be lawful for the Civic Club or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Remedies. The foregoing remedies are cumulative, and are in addition to all other remedies and relief allowed by law and/or equity, to any and all residents and/or Property Owners in Maplewood who are or may be injured, damaged, or inconvenienced by the violation of any other resident(s) or Property Owner(s), as these provisions exist or may hereafter exist.

Section 3. Severability. Invalidation of any one (1) or more 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.

Section 4. Notices and Approvals. All notices and approvals required to be given under these restrictions shall be given by first class mail postage prepaid, certified mail return-receipt requested or hand delivery.

Section 5. Other Laws. Every resident or Property Owner in Maplewood shall comply with all local, state and federal laws and regulations as the same may now exist or may hereafter exist.

Section 6. Liberal Construction. All restrictions contained herein are to be liberally construed, giving effect to the intent and purposes of these restrictions.

Section 7. Invalidity. It is not the intention of the Civic Club to violate any local, state or federal laws or regulations and if these restrictions are construed by any court of competent jurisdiction and found to be invalid, illegal or unenforceable, then such restrictions shall be construed to be amended to limit the restriction to the maximum limitations allowed by law.

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Section 8. Counterparts, This instrument contains signature pages from various identical counterparts, each of which, when executed, shall be deemed to be an original. Such counterparts shall constitute one and the same instrument, and for recordation purposes, separate signature pages and acknowledgments may be affixed to the recorded instrument without the necessity of recording the entirety of each separate counterpart.

Section Specific Filing Dates and Locations

Section 1. WHEREAS, on August 8, 1956, Restrictions for Maplewood, Section 1, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 53, at page 30 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3205 at page 568 of the Deed Records of said County; and whereas on December 27, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E994892, at Film Code Number 155-16-1190 of the Deed Records of said County; and

Section 3. WHEREAS, on April 25, 1956, Restrictions for Maplewood, Section 3, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 54, at page 64 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3326 at page 53 of the Deed Records of said County; and whereas on December 13, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E979635, at Film Code Number 154-17-11286 of the Deed Records of said County; and

Section 4. WHEREAS, on April 25, 1956, Restrictions for Maplewood, Section 4, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 54, at page 64 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3326 at page 53 of the Deed Records of said County; and whereas on December 13, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E979635, at Film Code Number 154-17-11286 of the Deed Records of said County; and

Section 5. WHEREAS, on October 2, 1957, Restrictions for Maplewood, Section 5, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 55, at page 57 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3412 at page 306 of the Deed Records of said County; and whereas on December 30, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E999840, at Film Code Number 156-03-1248 of the Deed Records of said County; and

Section 6. WHEREAS, on March 5, 1958, Restrictions for Maplewood, Section 6, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 56, at page 46 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3471 at page 17 of the Deed Records of said County; and whereas on December 30, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E999839, at Film Code Number 156-103-1239 of the Deed Records of said County; and

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Section 7. WHEREAS, on March 5, 1958, Restrictions for Maplewood, Section 7, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 56, at page 46 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3471 at page 28 of the Deed Records of said County; and whereas on December 30, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E999841, at Film Code Number 156-103-1256 of the Deed Records of said County; and

Sections 8, 9 and 10. WHEREAS, on July 7, 1958, Restrictions for Maplewood, Section 8[, 9 and 10], of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 57, at page 8 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3528 at page 709 of the Deed Records of said County; and whereas on December 13, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E979636, at Film Code Number 154-17-1295 of the Deed Records of said County; and

Section 11. WHEREAS, on July 9, 1958, Restrictions for Maplewood, Section 11, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 57, at page 30 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3548 at page 21 of the Deed Records of said County; and whereas on December 31, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number F000432, at Film Code Number 156-04-0773 of the Deed Records of said County; and

Section 12. WHEREAS, on March 28, 1959, Restrictions for Maplewood, Section 12, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 59, at page 12 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3680 at page 518 of the Deed Records of said County; and whereas on December 13, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E979637, at Film Code Number 154-17-1306 of the Deed Records of said County; and

Section 13. WHEREAS, on May 10, 1960, Restrictions for Maplewood, Section 13, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 65, at page 37 of the Map Records of Harris County, Texas were filed for record and recorded in Volume 3932 at page 565 of the Deed Records of said County; and whereas on December 20, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number E986330, at Film Code Number 155-05-2549 of the Deed Records of said County; and

Section 15. WHEREAS, on January 5, 1962, Restrictions for Maplewood, Section 15, of that certain subdivision in Harris County, Texas, according to the plat duly recorded in Volume 83, at page 47 of the Map Records of Harris County, Texas were filed for record and recorded under Clerk's File Number B440317, at Film Code Number 063-09-1482, of the Deed Records of said County; and whereas on December 31, 1976, Amendments to those original Deed Restrictions were filed for record and recorded under Clerk's File Number B475212, at Film Code Number 067-03-0075, of the Deed Records of said County; and

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Section Specific Minimum Structure Sizes

Sections 1 and 3-12. (a) The ground floor area (footprint) of the residence, exclusive of open porches and garages, shall be not less than two thousand (2000) square feet for a one (1) Story residence nor less than one thousand five hundred (1500) square feet for a two (2) Story residence.

Section 13. (a) The ground floor area (footprint) of the main structure, exclusive of open porches and garages, shall be not less than sixteen hundred (1600) square feet for a one (1) Story residence nor fourteen hundred (1400) square feet for a two (2) Story residence for the following lots herein:

lots ten (10) to nineteen (19), both inclusive, block ten (10);
lots one (1) to twenty (20), both inclusive, block eleven (11); and
lots one (1) to ten (10), both inclusive, block twelve (12); and

The ground floor area (footprint) of the main structure, exclusive of open porches and garages, shall be not less than thirteen hundred (1300) square feet for a one (1) Story residence nor eleven hundred (1100) square feet for a two (2) Story residence for the following lots herein:

lots eleven (11) to twenty-two (22), both inclusive, block twelve (12);
lots one (1) to twenty-four (24), both inclusive, block thirteen (13); and
lots (1) to twelve (12), both inclusive, block fourteen (14).

Section 15. (a) The ground floor area (footprint) of the residence, exclusive of open porches and garages, shall be not less than sixteen hundred (1600) square feet for a one (1) Story residence nor less than one thousand four hundred (1400) square feet for a two (2) Story residence.