

DATE RECORDED 3-21-80

MAR 19 1980

THE STATE OF TEXAS
COUNTY OF BRAZOS

176905

RESTRICTIONS

FRANK BORISKE
County Clerk, Brazos County, Bryan, Texas
Maryam Murphy Deputy

THAT WE, the undersigned, being the legal owners of VALLEY RIDGE, PHASE II, a subdivision in Brazos County, Texas, as shown on a plat of said subdivision recorded in Volume 447, Page 361, Deed Records of Brazos County, Texas, do hereby impress all of the lots included in such subdivision with the following restrictions which shall constitute covenants running with the land, to-wit:

Building and Construction Restrictions

1. Each lot in the subdivision shall be used only for noncommercial residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any lot in the subdivision: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments, hotels, or any retail, wholesale, or other business or commercial establishment of any kind. However, a property owner may rent his single family house or houses from time to time. No trailers or mobile homes will be permitted temporarily or permanently.
2. The heated area of the main residential structure (exclusive of open porches, screened porches, stoops, and garages) shall be no less than 1400 square feet.
3. Only one single family dwelling and appurtenances thereto such as garages, sheds, barns, and the like, may be placed or constructed on each of the lots as platted as of the recording date; provided, however, that one, and no more, single family dwelling and its appurtenances may be placed or constructed within each subdivided lot.
4. No building or structure, except fences, shall be located on any lot nearer to the front property line than 75 feet, or nearer to either side of the property line than 25 feet or nearer to the back property line than 50 feet. The front side of the lot is that side which abuts a street. Lots that abut on two streets shall be deemed to have two front property lines.
5. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of 12 inch diameter pipe culvert, or such larger diameter as the committee shall require.
6. No building material of any kind or character shall be placed or stored upon any lot greater than thirty (30) days before construction of a building or improvements are commenced, and then such material shall be placed within the building lines as established above. At the completion of such building or improvements, such material must be immediately removed from the premises.
7. No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any lot shall be placed on any other lot, or on streets or easements.
8. Exposed openings resulting from any excavation made on any lot shall be backfilled and the disturbed ground shall be leveled. No change of elevation on any lot greater than five (5) feet shall be made without the approval of the Committee.
9. All septic tank and drain field installations must be approved by the Brazos County Health Department prior to construction. There is a 25 foot drainage easement on each side of the center lines of Peterson and Attwood branches. The area within 100 feet of each side of the center lines of Peterson and Attwood branches is in the 100 year flood plain.

General Restrictions

1. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No commercial activity of any kind shall be conducted on any lot in the subdivision. "Commercial Activity" shall include without limitation the offering for sale of any product or service of the manufacture or growth of any product; for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise.
2. No sign, except signs advertising property for sale or rent (not exceeding 5 square feet in size), advertisement, billboard, or advertising structure of any kind may be erected or maintained on any lot without the consent in writing of the Committee. Members of the Committee shall have the right to remove any such sign, advertisement or billboard.

or structure which is placed on any lot without such consent, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

3. No animals, livestock, or poultry of any kind shall be raised for commercial use. Each tract shall be allowed one animal unit per acre or fraction of an acre. One animal unit is defined as:

1 cow = 1 a u
1 horse = 1 a u

1 sheep or goat = 1/2 a u
1 chicken, turkey or other fowl = 1/5 a u

All livestock must be properly penned, fenced or otherwise maintained. Under no circumstances shall swine be permitted.

4. No part of the subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
5. Owners shall not permit the accumulation of trash, rubbish or other unsightly obstacles on their parcels or on the easements, or on the alley or the streets abutting the same. Owners shall keep the drainage easements free of obstructions.
6. After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted, to the end that the structure or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
7. All fencing shall only be of such size, design, material and color as is specifically approved by the Committee. No barbed wire fence shall be permitted within 100 feet of the front property line (See attachment A)
8. No act may be performed which is likely to pollute the air or water in any part of the subdivision. Nor may any property owner violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City.
9. No firearms may be discharged on the subdivision or on any lot or any easement, except shot guns/trap guns, when there is absolutely no danger of harm or annoyance to other residents and property of the area.
10. No building shall be erected, placed or altered on any lot or tract to said addition until the construction plans and specifications together with a plat plan showing the proposed location of such building has been approved by the architectural control committee as to the quality of workmanship and materials, harm of external design with existing structures and as to location with respect to topograph and finish grade elevation. The architectural control committee is composed of the following:
- | | |
|-----------------|------------------------------------|
| Thomas F. Hines | 1904 Streamside Way - Bryan, Texas |
| Davis T. McGill | 2606 Melba Circle - Bryan, Texas |
| W. S. Pearson | 3902 E. 29th Street - Bryan, Texas |
| B. M. Rao | 416 Tee Drive - Bryan, Texas |
- Any three members shall constitute a quorum and the vote of any two members will control the action of the committee. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required herein shall be in writing. If the committee, or its designated representative, fails to give written approval or disapproval within thirty days after plan 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 of the improvements, approval shall not be required and the related covenants shall be deemed to have been fully satisfied. Any vacancy occurring in the architectural control committee membership may be filled by vote of the remaining committee members or, failing this, by a vote of the then owners of property in the addition each having the number of votes equal to his acreage owned.
11. Subdivision of any tract may not result in any parcel of said tract being smaller in size than five (5) acres. Any such resubdivision of any tract shall be approved by the Brazos County Commissioners Court.

ENFORCEMENT: The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SERVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

DURATION AND AMENDMENT: These covenants, restrictions and conditions shall be binding upon all Owners of lots in said subdivision, their heirs, legal representatives and assigns for a period of twenty-five (25) years from the date hereof, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the lots in said subdivision has been recorded in the Deed Records of Brazos County, Texas, agreeing to change said covenants in whole or in part, and no act or omission by the Owner of the subdivision, his heirs or assigns, or by the Owners of the lots, shall be a waiver of the operation or enforcement of these restrictions and conditions.

EXECUTED this 31st day of January, 1980.

VALLEY RIDGE PARTNERSHIP

Davis T. McGill
Davis T. McGill

Thomas F. Hines
Thomas F. Hines

Davis T. McGill and Thomas F. Hines as Attorney
in fact for B. M. Rao

Davis T. McGill and Thomas F. Hines as Attorney
in fact for W. S. Pearson

Davis T. McGill and Thomas F. Hines as Attorney
in fact for William G. Hall

Davis T. McGill and Thomas F. Hines as Attorney
in fact for Hershal G. Parrish

THE STATE OF TEXAS }
COUNTY OF BRAZOS }

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DAVIS T. MCGILL and THOMAS F. HINES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January, 1980.

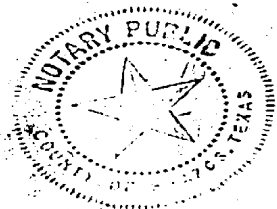


Mary McCoy
Notary Public in and for Brazos County, TEXAS
MARY MCCOY
My commission expires: 11/4/80

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DAVIS T. MCGILL and THOMAS F. HINES, known to me to be the persons whose names are subscribed to the foregoing instrument as Agents and Attorney in Fact of B. M. Rao, W. S. PEARSON, WILLIAM G. HALL and HERSHAL G. PARRISH, the parties thereto, and acknowledged to me that they executed the same as Agents and Attorney in fact for the said B. M. RAO, W. S. Pearson, William G. Hall and Hershal G. Parrish and that the said B. M. Rao, W. S. Pearson, William G. Hall and Hershal G. Parrish executed the same by and through them, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 31st day of January, 1980.

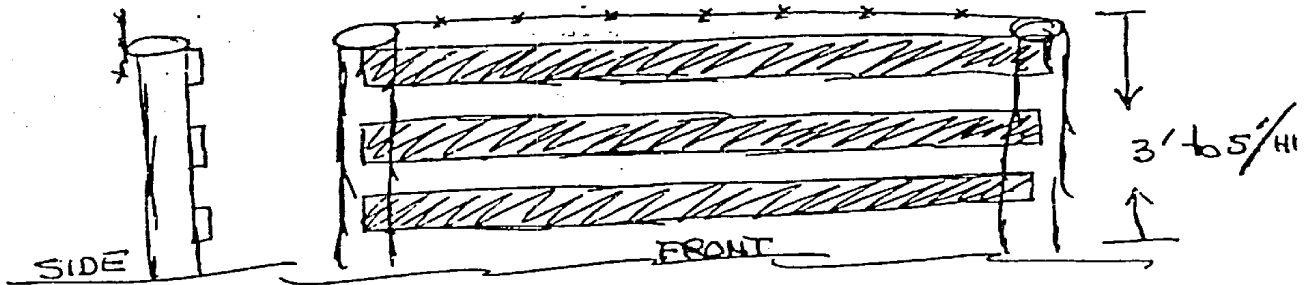


Mary McCoy
Notary Public in and for Brazos County, T E X A S
MARY MCCOY
My commission expires: 11/4/80

AREA A

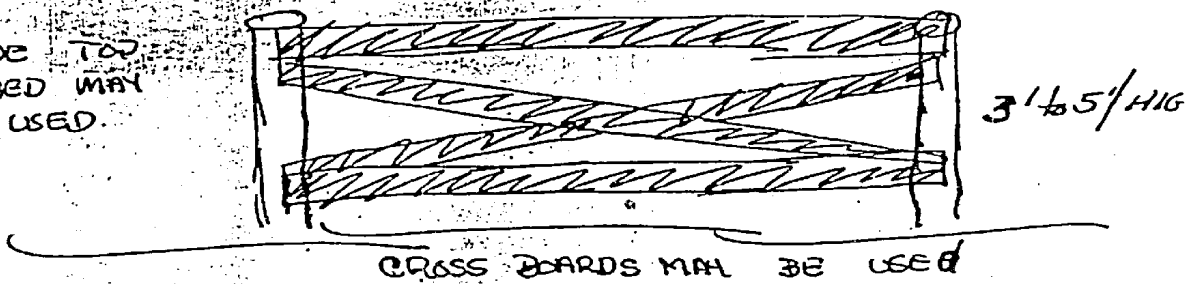
FENCING

NO BARBED WIRE OR WOVEN WIRE FENCING
WITH IN 100' OF ROADS OR FRONT PROPERTY LINE.
WOODEN FENCING MAY BE USED,

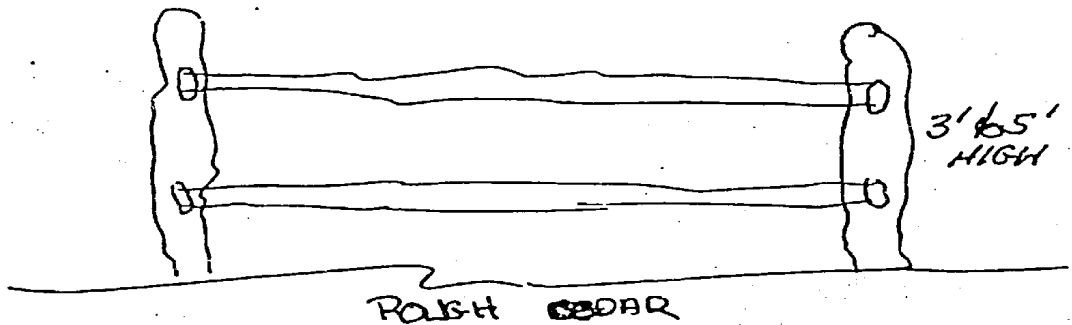


TOP INSIDE BARBED WIRE MAY BE USED

INSIDE TOP
BARBED MAY
BE USED.



CROSS BOARDS MAY BE USED



ROUGH CEDAR