

VOL 32 PAGE 162

WOODSON LUMBER COMPANY OF CAMERON,
A TEXAS CORPORATION

TO
THE PUBLIC

RESTRICTIONS

BROOK HOLLOW, SECTION FOUR, AN
ADDITION TO THE CITY OF BRYAN,
BRAZOS COUNTY, TEXAS, PLAT, RE-
CORDED, VOLUME _____ AT PAGE
_____, DEED RECORDS OF BRAZOS
COUNTY, TEXAS

RESTRICTIONS, BROOK HOLLOW, SECTION FOUR

THE STATE OF TEXAS
COUNTY OF BRAZOS

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KNOW ALL MEN BY THESE PRESENTS:

That, WOODSON LUMBER COMPANY OF CAMERON, a Texas corporation, and being collectively, the owners of all the land described as BROOK HOLLOW, SECTION FOUR, an addition to the City of Bryan, Brazos County, Texas, as shown by the recorded map and plat thereof, in Volume _____, at Page _____, of the Deed Records of Brazos County, Texas, said addition lying wholly within the perimeter of the hereinafter described metes and bounds:

All that certain tract or parcel of land lying and being situated in the Zeno Phillips League in Bryan, Brazos County, Texas, and being a part of the 37.7 acre tract conveyed to WOODSON LUMBER COMPANY OF CAMERON by deed recorded in Volume 274, page 39 of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron rod in the southwest line of an alley at the most northerly corner of Lot 2 in Block 2 of Brook Hollow Number Two.

Thence along the arc of a curve to the left in the southwest line of said alley (R=390'), the chord of which bears N 71° 15' 24" W - 41.43 feet to a P. R. C.;

Thence along the arc of a curve to the right (R=410'), the chord of which bears N 59° 54' 56" W - 203.73 feet to the P. T.;

Thence continuing with the southwest line of said alley, N 45° 31' 46" W - 673.17 feet to an iron rod in the southeast line of Bob White Street;

Thence S 44° 29' 38" W - 209.96 feet with the southeast line of Bob White Street;

Thence N 58° 30' W - 140.0 feet;

Thence S 31° 30' W - 217.54 feet to the old channel of Burton Creek;

Thence down the old channel of Burton Creek with its meanders as follows:

- S 22° 26' 49" E - 309.64 feet;
- N 58° 41' 23" E - 145.60 feet;
- S 57° 58' 57" E - 118.51 feet;
- S 42° 21' 26" W - 209.48 feet;
- S 17° 39' 57" E - 190.52 feet;
- S 58° 46' 21" E - 100.94 feet;
- N 76° 25' 52" E - 230.34 feet;
- S 35° 17' 20" E - 164.20 feet;
- S 38° 08' 49" W - 156.33 feet;
- S 16° 38' 56" E - 69.92 feet;

68339

FILED
APR 24 1972

Frank Bourke
FRANK BOURKE
Notary Public, Brazos County, Texas

DATE RECORDED 4-25-72

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N 50° 34' 51" E - 100.87 feet to the northwest line of Culpepper Manor First Installment;

Thence N 37° 26' 57" E - 679.76 feet with the northwest line of Culpepper Manor First Installment and Brook Hollow Number Two to the point of beginning and containing 13.28 acres of land more or less.

And said owners do hereby adopt and establish the following restrictions, reservations, covenants and easements, to apply uniformly to occupancy, use, and conveyance, of all such property described as BROOK HOLLOW SECTION FOUR, as addition to the City of Bryan, Texas.

That WOODSON LUMBER COMPANY OF CAMERON does hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly to the occupancy, use and conveyance, of all property in said BROOK HOLLOW, SECTION FOUR:

1. LAND, USE AND BUILDING TYPE:

No lot shall be used for any purpose other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling, not to exceed two stories in height and a private garage for not more than four cars.

2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat 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 in violation of item 12 hereof.

The Architectural Committee is composed of three members whose names and addresses are:

M. G. Perkins, 601 Woodson Drive, Bryan, Texas
B. T. Yager, 725 Rosemary Drive, Bryan, Texas
John Hejl, 1106 South College Avenue, Bryan, Texas

Any two members will constitute a quorum and the vote of any two will control the action of the committee.

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A Majority of the Committee may designate a representative to act for it. In event of 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 representatives, fails to give written approval or disapproval within thirty (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 of the improvements, approval will not be required and the related covenants shall be deemed to be fully satisfied.

It is further agreed that the owners of a Majority of the square footage of the subdivision, exclusive of streets, alleys and other public places will select a Committee of three to act as the Architectural Control Committee fifteen years after the date of these restrictions in lieu of the present Committee.

3. SIZE OF DWELLING:

The ground floor area of the main residential structures, exclusive of open porches, screened porches, steps, and garages, shall be restricted as follows:

- All of Block 2 at least 1400 square feet
- All of Block 3 at least 1400 square feet

4. BUILDING LOCATION:

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 line shown on the record plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line, except garages located 50 feet or more from the front property line, which in such event shall be at least 3 feet from side property line. In computing distances, it is understood and agreed that the foundation line is to be used rather than any overhang from the roof or eaves.

5. LOT SIZES:

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line nor shall any dwelling be erected or place on any lot having an area of less than 9,000 square feet.

6. EASEMENTS:

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Said easements are also reserved as drainage easements.

7. NUISANCES:

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

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one sign not more than 5 square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

9. TEMPORARY STRUCTURES:

No structure of temporary character shall be used on any lot at any time as a residence, either, temporarily or permanently. No mobile home shall be parked on any lot, at any time for any purpose.

10. LIVESTOCK:

No animals, livestock, poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish and trash, garbage or any other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept clean and in a sanitary condition.

12. FENCES:

No fence will be built until written approval of design, location and materials has been approved by the Architectural Contract Committee.

13. TERM:

These covenants, restrictions, reservations, and easements are to run with the land and shall be binding on all persons, firms and corporations, and all persons claiming under them, for a period of twenty-five (25) years from the date of the recording of this instrument.

14. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person, persons, firms, corporations, violating or attempting to violate any covenant, either to restrain violation, or to recover damages, and may be brought by any person, persons, firms or corporations owning any property in the subdivision.

15. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED this day 24th of April 1972

WOODSON LUMBER COMPANY OF CAMERON

BY M. G. Perkins
M. G. Perkins, Vice-President

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, M. G. Perkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WOODSON LUMBER COMPANY OF CAMERON, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 24th of April 1972.
AND FOR THE COUNTY OF BRAZOS, BRYAN, TEXAS _____
Notary Public, Archie R. Wooten, County, Texas
My Commission Expires June 1, 1973