

598/8

WINDOVER COMPANY OF BRYAN
to
THE PUBLIC

DEED RESTRICTIONS
Windover East Addition
Fourth Installment
Bryan, Brazos County, Texas

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

KNOW ALL MEN BY THESE PRESENTS

That Windover Company of Bryan, of Bryan, Texas, being the legal owner of WINDOVER EAST ADDITION, FOURTH INSTALLMENT, a subdivision in the City of Bryan, Brazos County, Texas, said addition being comprised of 41.857 acres of land, more or less, being a part of the 109.188 acre tract, Volume 516, Page 136, part of the 50.00 acre tract, Volume 315, Page 576, and part of the 449.81 acre tract, Volume 19, Page 465, of the Deed Records of Brazos County, Texas, and desiring to create and carry out a uniform plan for the improvements, development and sale of lots in said subdivision do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in WINDOVER EAST ADDITION, FOURTH INSTALLMENT.

RESTRICTIONS

1. LAND USE AND BUILDING TYPE No lot shall be used except for residential purposes. 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 more than three (3) cars.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered or changed on any of the above-described lots or combinations of lots until the construction plans and specifications and plot plans showing the location of the structure have been approved by an architectural control committee. This committee shall consider and either approve or disapprove said plans on the quality of workmanship contemplated, the materials to be used, the harmony of external design with existing structures in the area and with respect to topography and respect to finish grad elevation. The erection of fences and walls shall also be submitted to the committee and no fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

The Committee's approval or disapproval as required herein shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove those matters required to be submitted to it within thirty (30) days after the submission, then said plans, specifications, and locations shall be considered approved. In any event, if no suit to enjoin the construction of any building, fence or wall has been commenced prior to the completion thereof, approval will not be required and the related covenants and requirements shall be deemed to have been fully complied with.

The architectural control committee shall be composed of three persons, and those appointed at this time are J. W. Lester, Jr., Bryan, Texas, Diane Lester, Bryan, Texas, and Pat Lester, Houston, Texas. In the event of death or resignation of any member of this committee, the remaining members shall have authority to designate a successor. At any time the then record owners of a majority of the lots restricted hereby shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of the powers and duties delegated herein. A majority of the committee may designate a representative other than a committee member or one of the committee to act as the committee's representative and to carry out its duties and powers. Neither the members of the committee nor a designated representative of the committee shall be entitled to any compensation for the services performed in the carrying out of its duties, functions and powers, as provided for herein.

FILED
At 11 O'clock A.M.

274964

AUG 28 1983

Date Recorded 8-29-83

[Handwritten signature]

3. DWELLING QUALITY AND SIZE. No dwelling, including carports, attached or detached garages, that has less than 51% masonry veneer shall be erected on any lot. The ground floor area of the main residential structure, exclusive of open porches, screened porches, stoops and garages shall be not less than 1500 square feet for a one story dwelling, or not less than 1100 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than seven (7) feet to any interior lot line, except that the minimum side line distances on garages shall be five (5) feet, or other permitted accessory building located seventy-five (75) feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and uncovered porches shall not be considered as part of the building.

5. LOT ACCESS & DWELLING FRONTAGE.

	Driveway Access From	Dwelling Shall Front
BLOCK 4		
Lot 11	Alley	Windsor Drive
Lot 12	Alley	Windsor Drive
Lot 13	Alley	Windsor Drive
Lot 14	Alley	Windsor Drive
Lot 15	Alley	Windsor Drive
BLOCK 5		
Lot 1	Alley	Barak Lane
Lot 2	Alley	Barak Lane
Lot 3	Alley	Barak Lane
Lot 4	Alley	Barak Lane
Lot 5	Alley	Barak Lane
Lot 6	Alley	Barak Lane
Lot 7	Alley	Oak Hollow Drive
Lot 8	Oak Hollow Drive	Oak Hollow Drive
Lot 9	Windsor Drive	Oak Hollow Drive
Lot 10	Alley	Windsor Drive
Lot 11	Alley	Windsor Drive
Lot 12	Alley	Windsor Drive
Lot 13	Alley	Windsor Drive
BLOCK 6		
Lot 1	Oak Hollow Drive	Oak Hollow Drive
Lot 2	Oak Hollow Drive	Oak Hollow Drive
Lot 3	Oak Hollow Drive	Oak Hollow Drive
Lot 4	Oak Hollow Drive	Oak Hollow Drive
Lot 5	Windsor Court or Oak Hollow Drive	Windsor Court
Lot 6	Windsor Court	Windsor Court
Lot 7	Windsor Court	Windsor Court
Lot 8	Windsor Court	Windsor Court
Lot 9	Windsor Court	Windsor Court
Lot 10	Windsor Court	Windsor Court
Lot 11	Windsor Court	Windsor Court
Lot 12	Windsor Court or Oak Hollow Drive	Windsor Court
Lot 13	Briton Drive or Oak Hollow Drive	Briton Drive
Lot 14	Briton Drive	Briton Drive
Lot 15	Briton Drive	Briton Drive
Lot 16	Briton Drive	Briton Drive
Lot 17	Briton Drive or Bedford Drive	Briton Drive or Bedford Drive
Lot 18	Bedford Drive	Bedford Drive
Lot 19	Bedford Drive	Bedford Drive
Lot 20	Bedford Drive	Bedford Drive
Lot 21	Bedford Drive or Oak Hill Drive	Bedford Drive
Lot 22	Oak Hill Drive	Oak Hill Drive
Lot 23	Oak Hill Drive	Oak Hill Drive
Lot 24	Oak Hill Drive	Oak Hill Drive

BLOCK 6

Driveway Access From

Dwelling Shall Front

Lot 25 Oak Hill Drive
 Lot 26 Oak Hill Drive
 Lot 27 Oak Hill Drive

Oak Hill Drive
 Oak Hill Drive
 Oak Hill Drive

BLOCK 7

Lot 1 Wessex Court or Oak Hill Drive
 Lot 2 Wessex Court
 Lot 3 Wessex Court
 Lot 4 Wessex Court
 Lot 5 Wessex Court
 Lot 6 Wessex Court or Oak Hill Drive
 Lot 7 Oak Hill Drive
 Lot 8 Bedford Court or Oak Hill Drive
 Lot 9 Bedford Court
 Lot 10 Bedford Court
 Lot 11 Bedford Court
 Lot 12 Bedford Court
 Lot 13 Bedford Court
 Lot 14 Bedford Court
 Lot 15 Bedford Court
 Lot 16 Bedford Court
 Lot 17 Bedford Court
 Lot 18 Bedford Court
 Lot 19 Bedford Court
 Lot 20 Bedford Court
 Lot 21 Bedford Court or Oak Hill Drive

Wessex Court
 Wessex Court
 Wessex Court
 Wessex Court
 Wessex Court
 Wessex Court
 Wessex Court
 Oak Hill Drive
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
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 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court
 Bedford Court

BLOCK 8

Lot 1 Bedford Drive or Oak Hill Drive
 Lot 2 Bedford Drive
 Lot 3 Bedford Drive
 Lot 4 Bedford Drive
 Lot 5 Bedford Drive
 Lot 6 Bedford Drive
 Lot 7 Bedford Drive
 Lot 8 Bedford Drive
 Lot 9 Briton Drive
 Lot 10 Briton Drive
 Lot 11 Briton Drive
 Lot 12 Briton Drive
 Lot 13 Oak Hollow Drive or Briton Drive
 Lot 14 Oak Hollow Drive
 Lot 15 Oak Hollow Drive
 Lot 16 Oak Hollow Drive or Manchester Drive
 Lot 17 Manchester Drive
 Lot 18 Manchester Drive
 Lot 19 Manchester Drive
 Lot 20 Manchester Drive
 Lot 21 Manchester Drive
 Lot 22 Manchester Drive
 Lot 23 Manchester Drive
 Lot 24 Manchester Drive
 Lot 25 Manchester Drive
 Lot 26 Manchester Drive
 Lot 27 Manchester Drive
 Lot 28 Manchester Drive

Bedford Drive
 Bedford Drive
 Bedford Drive
 Bedford Drive
 Bedford Drive
 Bedford Drive
 Bedford Drive
 Bedford Drive
 Bedford Drive
 Briton Drive
 Briton Drive
 Briton Drive
 Briton Drive
 Briton Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Manchester Drive
 Manchester Drive
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 Manchester Drive
 Manchester Drive
 Manchester Drive

BLOCK 9

Lot 1 Alley
 Lot 2 Oak Hollow Drive
 Lot 3 Oak Hollow Drive
 Lot 4 Oak Hollow Drive
 Lot 5 Oak Hollow Drive
 Lot 6 Oak Hollow Drive
 Lot 7 Oak Hollow Drive or Manchester Drive
 Lot 8 Cheshire Court
 Lot 9 Cheshire Court
 Lot 10 Cheshire Court
 Lot 11 Alley

Oak Hollow Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Oak Hollow Drive
 Cheshire Court
 Cheshire Court
 Cheshire Court
 Cheshire Court
 Cheshire Court

<u>BLOCK 9</u>	Driveway Access From	Dwelling Shall Front
Lot 12	Alley	Cheshire Court
Lot 13	Cheshire Court	Cheshire Court
Lot 14	Cheshire Court	Cheshire Court
Lot 15	Cheshire Court	Cheshire Court
Lot 16	Cheshire Court or Manchester Drive	Cheshire Court
Lot 17	Chaucer Court or Manchester Drive	Chaucer Court
Lot 18	Chaucer Court	Chaucer Court
Lot 19	Alley	Chaucer Court
Lot 20	Alley	Chaucer Court
Lot 21	Alley	Chaucer Court
Lot 22	Chaucer Court	Chaucer Court
Lot 23	Chaucer Court or Manchester Drive	Chaucer Court
Lot 24	Eastshire Court or Manchester Drive	Eastshire Court
Lot 25	Eastshire Court	Eastshire Court
Lot 26	Alley	Eastshire Court
Lot 27	Alley	Eastshire Court
Lot 28	Eastshire Court	Eastshire Court
Lot 29	Eastshire Court or Manchester Drive	Eastshire Court

No curb cut allowed where driveway access is designated from alley. Circle type visitor parking drives are allowed where lot area permits.

6. **LOT RESUBDIVISION.** No lot or combination of lots may be subdivided for any reason, however, two or more lots may be used as a single building site, provided the proposed dwelling is placed as nearly as practical in the center of the enlarged lot and the combining of the lots does not conflict with any dedicated easements as shown on the plat of WINDOVER EAST ADDITION, FOURTH INSTALLMENT.

7. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

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

10. **SIGNS.** No sign of any kind, except house numbers and name plates, shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. **OIL AND MINING OPERATIONS.** No oil drilling, 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 or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. **LIVESTOCK AND POULTRY.** 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 purposes.

13. **GARBAGE AND REFUSE DISPOSAL.** 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.

14. **WATER SUPPLY.** No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the City of Bryan. Approval of such system as installed shall be obtained from such authority.

15. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot.

16. SIGHT DISTANCES AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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 twenty-five (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 ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time 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 has been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

WITNESS OUR HAND this the 23RD day of AUGUST, 19 83.

WINDOVER COMPANY OF BRYAN
Bryan, Texas

BY: J. W. Lester, Jr.
J. W. Lester, Jr., President

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared J. W. Lester, Jr., President of Windover Company of Bryan, of Bryan, Texas, 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 said Windover Company of Bryan, a corporation and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY SEAL OF OFFICE, this the 23RD day of AUGUST, 19 83.



Janet Lee Richmond
Notary Public in and for Brazos County, Texas