

JOHN M. MOORE, ET AL  
TO  
THE PUBLIC

AMENDED RESTRICTIONS  
Pecan Valley Section One (1)  
Brazos County, Texas

138783

FILED  
7:15 O'clock P.M.

JAN 31 1978

FRANK BORISKIE  
County Clerk, Brazos County, Texas  
By *Sharon Johnson* Deputy

DATE RECORDED 2-1-78

THE STATE OF TEXAS  
COUNTY OF BRAZOS :

That, John M. Moore et ux, Francis B. Moore, John M. Moore, III, James H. Thornton et ux, Mary Frances Thornton, Frank O. Murray et ux, Marsha M. Murray, Ronald Creech et ux, Helga E. Creech, Frank R. Clark et ux, Carolyn Clark, and Kwang H. Ro et ux, Hyan Sook Ro, being the owners of all that certain 65 acre tract of land, being a part of 197.20 acres in the M. KEGANS SURVEY, Abstract No. 28, Brazos County, Texas, which was purchased from G. David Shaw by deed dated September 8, 1969, and recorded in Volume 281, Page 87 of the Deed Records of Brazos County, Texas, said 65 acres heretofore platted and subdivided into "Pecan Valley, Section One (1)," a subdivision of Brazos County, Texas, said plat being recorded in the office of the County Clerk of Brazos County, Texas in Volume 307, Page 131, Deed Records, Brazos County, Texas, and desiring to create and carry out a uniform plan for the improvements, development and sale of residential 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 of the fourteen tracts in "Pecan Valley, Section One (1)."

RESTRICTIONS

1. LAND USE AND BUILDING TYPE:

No plat shall be used for any purposes except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any "Residential lot" as listed under Paragraph 4 below, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage or carport or other structure which supplements the residence, and use of which is compatible to the residence, such as fences, walls, pools, terraces, and similar landscaping features. Out buildings are permitted of like style and materials as residence. No mobile homes shall be allowed.

2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot, have been approved by the Architectural Control Committee as to proposed quality of building, harmony of external design with existing structures and as to the location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of three members whose names and addresses are as follows:

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J. V. Henton, Bryan, Texas  
Garland Battalia, Bryan, Texas  
Raymond Huff, Bryan, Texas

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of two-thirds (2/3) of the lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers or duties. Before any lot owner in the subdivision shall commence the erection or placing of any building, wall, fence or other structures as referred to above, he shall apply in writing to the Architectural Control Committee for approval of such proposed structure. 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 (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 have been full satisfied.

3. LOT SIZES:

No more than one residence shall be erected or placed on any lot for a period of ten (10) years.

4. DWELLING SIZE:

The heated floor area of the main residential structure, exclusive of open porches, screen porches, stoops, and garages, shall not be less than 2,000 square feet.

5. BUILDING LOCATIONS:

No building shall be located on any lot nearer to the front line or nearer the side street than the minimum building setback line shown on the record plat. In any event, no building shall be located on a lot nearer than twenty-five (25) feet to the front line, or nearer than fifteen (15) feet to the side street line. No building shall be located nearer than five (5) feet to any interior lot line. The minimum side line distance on garages or accessory buildings located sixty (60) feet or more from the front line of the property shall be three (3) feet. For the purposes of this covenant, eaves, steps and uncovered porches shall not be considered as a part of the building.

6. MATERIAL REQUIREMENTS:

The main residential structures shall have acceptable materials of a permanent nature.

The Architectural Control Committee may modify this requirement when the design and appearance as proposed, are deemed to be of such nature as to be equally attractive and permanent.

7. EASEMENTS:

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

8. 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. The Architectural Control Committee designated in Paragraph 2 shall have the authority to decide what constitutes a nuisance to the neighborhood.

9. TEMPORARY STRUCTURES:

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

10. SIGNS:

No signs of any kind shall be displayed to the public view in 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 sales period.

11. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots or tracts except that dogs, cats or other pets may be kept providing that they are not kept, bred or maintained for other than hobby purposes and further providing that the keeping of such pets for hobby purposes does not constitute a nuisance to the neighborhood.

12. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such waste shall be kept only in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in clean sanitary condition. All residences shall have trash compactors or like equipment.

13. TERM:

The covenants are to run with the land and shall be binding on all parties except where otherwise stipulated in paragraph 3 which pertains to lots only, and all persons claiming under them for a period of ten (10) years from the date of 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. It is understood that each owner of one or more lots shall be entitled to one vote for each and every lot owned.

14. ENFORCEMENT:

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

15. SEVERABILITY

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

WITNESS MY HAND this 3<sup>rd</sup> day of January, 1977.

*John M. Moore*  
JOHN M. MOORE

*Frances B. Moore*  
FRANCES B. MOORE

*John M. Moore III*  
JOHN M. MOORE III

*James H. Thornton*  
JAMES H. THORNTON

*Mary Frances Thornton*  
MARY FRANCES THORNTON

*Frank O. Murray*  
FRANK O. MURRAY

*Marsha M. Murray*  
MARSHA M. MURRAY

*Ronald Creech*  
RONALD CREECH

*Helga E. Creech*  
HELGA E. CREECH

*Frank R. Clark*  
FRANK R. CLARK

*Carolyn Clark*  
CAROLYN CLARK

*Kwang H. Ro*  
KWANG H. RO

*Myan Sook Ro*  
MYAN SOOK RO

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared John M. Moore and wife, Frances B. Moore, John M. Moore, III, James H. Thornton and wife, Mary Frances Thornton, Frank G. Murray and wife, Marshe M. Murray, Ronald Creech and wife, Helga E. Creech, Frank R. Clark and wife Carolyn Clark and Kwang H. Ro and wife Hyan Sook Ro, 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 the 13<sup>th</sup> day of January, 1977.



[Signature]  
Notary Public in and for Brazos County,  
Texas