RESTRICT
MICROFIL
COPY
DO NOT
DUPLICAT
COPYRIGH
1982
SOUTHER
MICROFIL
OF TEXAS
INC

DATE RECORDED 10-16-70

B. B. SCASTA, ET AL

TO

THE PUBLIC

56460

FILED
At 4 O'clock P M
OCT 13 1970
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Deputy

SHILOH SUBDIVISION

Brazos County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZOS I

KNOW ALL MEN BY THESE PRESENTS:

THAT I, B. B. SCASTA, President of B. B. SCASTA, INC., owner of the property designated as SHILOH SUBDIVISION by plat of said addition of record in Vol. 289, page 219, Deed Records of Brazos County, Texas, do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply to the use, occupancy and conveyance of all lots in SHILOH SUBDIVISION:

R E S T R I C T I O N S

1. LAND, USE AND BUILDING TYPE:

No lot shall be used for any purposes except for residential purposes or penned or fenced livestock. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single family dwelling, and a barn or other outbuilding placed not closer than seventy-five (75') feet to any property line.

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 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. The Architectural Control Committee is composed of three (3) members, whose names and addresses are:

B. B. Scasta	919 North Rosemary Drive	Bryan, Texas
Mrs. W. A. Bullock	822 Villa Maria Road	Bryan, Texas
Garland Battaglia	2317 Kent Street	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 full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have 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 its powers and duties. The Committee's approval or disapproval as

RICTED
OF FILM

OT
ICATE
RIGHT
982
HERN
OF FILM
EXAS

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 have been submitted to it, or in any event, if no suit to enjoin the constructions 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 fully satisfied.

3. DWELLING SIZE:

The heated area of the main residential structure, exclusive of open porches, screened porches, stoops, garages, barns, or other outbuilding, shall be no less than 1,200 square feet of heated area.

4. LOT SIZE:

No dwelling shall be erected or placed on any lot having a width less than seventy-five (75') feet at minimum building set back line.

5. BUILDING LOCATION:

No building shall be located on any lot nearer to the front lot line than fifty (50') feet, and not nearer than fifty (50') feet to any side property line. No building shall be located on any lot nearer than seventy-five (75') feet to the rear property line. For the purposes of this covenant, steps and open porches shall be considered as part of the building; however, eaves and overhanging roof having no support from the ground level shall not be considered for the purpose of establishing the set back lines.

6. EASEMENTS:

Easements for installation and maintenance of utilities are reserved, 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. TEMPORARY STRUCTURES:

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

9. SIGNS:

No signs of any kind 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, and one sign by the builder or contractor to advertise the property during the construction and sales period. It is specifically intended by this provision that no other commercial signs of any kind can be displayed, and only one each by the real estate company and the builder or contractor.

10. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted

VOL 287 PAGE 789

upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY:

Livestock may be kept, maintained, raised or bred on the said premises so long as they are properly penned, fenced or otherwise contained, and said livestock may not run loose upon said property.

12. 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.

13. TERM:

These covenants are to run with the land, and shall be binding on all parties and all persons cliaming under them for a period of ten (10) years from 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 have been recorded, agreeing to change said covenants in whole or in part.

14. 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.

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.

B. B. SCASTA, INC., the present owner of SHILOH SUBDIVISION, joined herein by Boswell Porter, as lien holder, does hereby place the above restrictions, reservations, easements and covenants on SHILOH SUBDIVISION, and each and every homesite, tract, lot or parcel of land therein, and agrees that the dedications and subdivisions of said properties by the above mentioned shall continue in full force and effect and be binding upon the undersigned, their heirs, successors and assigns, any interest now owned or hereafter acquired in SHILOH SUBDIVISION, or any part thereof.

RESTRICT
MICROFIL
COPY
DO NOT
DUPLICAT
COPYRIGH
1982
SOUTHER
MICROFIL
OF TEXAS
INC

RICTED
OF FILM
OT
ICATE
RIGHT
982
HERN
OF FILM
EXAS

EXECUTED this 8th day of October, 1970

B. B. SCASTA, INC.

By _____
B. B. Scasta, Owner-Developer

Attest: _____
Asst. Secretary

_____
Boswell Porter

THE STATE OF TEXAS I

COUNTY OF BRAZOS I

BEFORE ME, the undersigned authority, on this day personally appeared B. B. SCASTA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said B. B. SCASTA, INC., and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 8th day of October, 1970.

_____
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS I
COUNTY OF BRAZOS I

BEFORE ME, the undersigned authority, on this day personally appeared BOSWELL PORTER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed by him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 12th day of October, 1970.

_____
Notary Public in and for
Brazos County, Texas.