

THE STATE OF TEXAS
COUNTY OF BRAZOS

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DEED RESTRICTIONS
OF SHIREWOOD IV AND V SUBDIVISIONS

BRAZOS COUNTY COURTHOUSE

BRYAN, TEXAS

BY *Rhonda D. [Signature]*
DEPUTY

WHEREAS, Ramiro. A. Galindo, Inc. is the Owner and Developer of two subdivisions of the City of Bryan, Brazos County, Texas, known as Shirewood Sections IV and V, platted in the 21.168 acres purchased by the Developer from the Federal Deposit Insurance Corporation in its capacity as receiver for Western National Bank, Bryan, Texas, as recorded in Volume 2299, Page.203, of the Official Records of Brazos County.

WHEREAS, Developer desires to create and carry out an organized and uniform plan for the improvement, development, sale, and possession of all the numbered lots in said subdivisions, for the benefit of present and future owners of said property.

THEREFORE, Developer hereby adopts and establishes the following reservations, restrictions, covenants and easements to apply in the use, maintenance, occupancy, preservation of value and conveyance of all such numbered lots in said subdivisions and to use in each contract or deed, which may be executed, delivered and accepted, and by acceptance of a deed therefore, whether or not it shall be so expressed in the deed or other conveyance, each lot owner shall be deemed to covenant and agree to the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restriction, covenants and easements are set out in full or reference in said contract or deed (the headings being employed for convenience only, and shall not be controlling over content).

1. BUILDING SITE

As used in these restrictions, the term "building site" means all or all plus a part of an adjacent lot of the numbered lots in any of the two subdivisions. No lot can be split into more building sites than the number of lots involved in the split.

2. SINGLE FAMILY RESIDENTIAL PURPOSES ONLY

No building site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage and permitted outbuilding.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof; or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or
- d) A residence occupied by no more than three unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

No provisions in these restrictions shall be construed to prevent the Developer, or any real estate agent or home-builder as approved by Ramiro A. Galindo, Inc., from erecting or placing such facilities or structures, either permanent or temporary, of whatever nature, on a lot or lots as may be necessary or convenient during the period of, and in connection with, the sale of lots, or the construction or selling of new residences in the subdivisions. Such facilities may include, but not be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. The Developer, or its designated agent, shall also have the right to use a residence, situated on a lot, as a temporary office or a model home during the period of, and in connection with, construction and sales operations in Shirewood Sections IV and V.

3. ARCHITECTURAL CONTROL COMMITTEE

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by a majority of the Architectural Control Committee as to the quality of workmanship and type of building materials; harmony of external design with existing structures; and as to location with respect to topography, easements, building lines and finish grade elevation. The Architectural Control Committee shall consist of three (3) members, whose names are Ramiro A. Galindo, Harry L. Jones, and upon its election, the first President of the Shirewood IV and V Association. A majority of the committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving of any member of the committee, the remaining members shall have full authority to designate a successor. Upon formation of the Shirewood IV and V Association and upon completion of the twenty-fifth (25th) house in the subdivision, Messrs. Galindo's and Jones's term will automatically expire and the designation of members of the Architectural Control Committee will be the exclusive responsibility of said association: Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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 conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved, all construction on any building site must comply with all the requirements of these Deed Restrictions.

4. MINIMUM SIZE OF DWELLINGS

The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 1400 ft². In addition an attached two-car garage will be built with each house.

5. BUILDING LINES

No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum set back lines shown on the recorded plats. No building shall be located nearer to rear lot line than the back easement line. Lots without an easement will have a rear building recess of at least ten (10) feet.

6. FACING OF RESIDENCES

Residences on corner lots shall face the street from which the greater building setback is shown on the recorded plat. This requirement may be waived by the Architectural Control Committee if, in its option, the conditions warrant the change.

7. MATERIALS REQUIRED

Only new construction material (except masonry) shall be used in constructing any structures in the subdivisions. The main residential structure and garage shall not have less than 80% of the exterior wall area composed of brick, or other masonry material. The Architectural Control Committee may modify this requirement when the design and appearance of the exterior materials, as proposed, are deemed to be of such nature as to be equally attractive and permanent. No structure shall be occupied or used until the exterior construction thereof is completed and the interior construction is substantially completed and a certificate of occupancy has been issued by the City of Bryan

8. GARAGES AND CARPORTS

Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence and attached to it, and shall be constructed for not less than two (2) automobiles. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the garaging of automobiles or other vehicles. All roof materials

must be of the same nature as the materials used on the main residential dwelling and all garage walls must be constructed of the same brick, or other similar masonry material, as the exterior of the main residential dwelling.

9. EASEMENTS

Easements for installation of maintenance and utilities, access and drainage purposes are reserved as shown and provided for on the recorded plats. No buildings or other permanent structures are allowed on these easements, except for driveways, culverts or foot bridges. Future use of these easements as improved bicycle or walking paths is permissible. Any construction over and across a drainage easement must be approved by the City of Bryan. All easements are to be maintained by the owners of the lots where the easements exist. The repair and maintenance of fences built by the owner and damaged by others, with legal access to the easement, will be at the expense of the owner.

10. NUISANCES PROHIBITED

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

11. TEMPORARY STRUCTURES PROHIBITED

A structure of temporary character, including but not limited to mobile homes, trailers, tents, shacks, garages, barns, basements or other outbuilding shall not be used on any building site at any time as a residence, either temporarily or permanently.

12. SIGNS & WINDOW SCREENS

No signs of any kind shall be displayed to the public view on any building site, except such signs as shall have been approved by the Architectural Control Committee. No foil paper, cardboard,

plywood, newspaper, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for emergencies.

13. NO MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building site, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring oil, or natural gas, shall be erected, maintained or permitted on any building site.

14. LIVESTOCK

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any building site, except that dogs, cats, fowls, or other household or garden pets may be kept if they are not used or maintained for any commercial purposes, and provided they don't become a nuisance to the neighborhood.

15. MAINTENANCE OF BUILDING SITES

All building sites, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted, nor shall the owner of any building site permit the accumulation or burning of garbage, trash or rubbish of any kind thereon.

Those portions of each improved building site, primarily the front yard, that are visible from the street, shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a

yard is primarily covered with grass and/or ground cover or largely covered with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood.

If the owner of any building site fails to keep the grass and vegetation cut as often as may be necessary to maintain the building site in a neat and attractive appearance, the Shirewood IV and V Association may have the grass or vegetation cut, and the owner shall be obligated to pay the cost of such work.

All clothes lines, yard equipment, play equipment (swing sets, slides, pool, etc.), wood piles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of the street. Tool sheds, fences and any other construction or improvement shall be subject to approval by the Architectural Control Committee. Except for structures such as attractive picket or rail fences that function exclusively as decoration, no fences may be built on the front of any lot.

16. VEHICLES

No vehicle, self-propelled or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have a lawful license affixed thereto, both an unexpired license plate or plates and a valid motor vehicle safety inspection certificate, shall be permitted upon any building site if visible from the street for a period longer than 72 hours before being towed away at the owner's expense.

No truck (larger than 3/4 ton truck or van), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept in front of any lot or on any lot unless it is kept inside the garage or yard areas behind fences or walls and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason where it is visible from the street. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the subdivision or of any properties in the subdivisions. Passenger vehicles may be parked on the street in front of lots for

periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle parked for a longer time may be towed away at the lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit residents from using the street as the usual overnight parking spot for their own vehicles. No major repair work, dismantling, disassembling or assembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorbikes, dirt-bikes, motor-scooters, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any lot or on any street in the subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a nuisance or annoyance to the neighborhood.

17. STORAGE OF MATERIALS

No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot being improved. No building materials, material scraps, stumps, trees, underbrush, or any refuse of any kind, shall be placed on any other lots, streets or easements, other than the lot being improved. All such material, if not disposed of immediately, must remain on the property upon which the construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

18. GARBAGE AND REFUSE

All lots shall at all times be kept in a healthful, sanitary and attractive condition. No lot shall be used or maintained for storage of materials nor as a dumping ground for rubbish, trash, garbage or other waste. All household waste shall be kept only in sanitary containers. No garbage cans or

refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or on the lot or right-of-way, except upon those days scheduled for garbage and refuse collection by the City of Bryan or a privately contracted collector. Nor garbage, trash, or debris of any kind shall be burned on any lot.

19. FENCES, WALLS, AND MAILBOXES

No fence, wall, or any other structure shall be erected, added or placed on any lot nearer to any front lot line than the nearest front corner of the dwelling, unless approved by the Architectural Control Committee. All fences, walls, and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the property and must be approved in writing by the Architectural Control Committee. Each individual lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's lot or adjacent right-of-way. All fences will be made of cedar unless otherwise approved by the Architectural Control Committee.

20. CONSTRUCTION STANDARDS

All construction must meet the requirements and specifications set forth by the City of Bryan's building codes and ordinances. Where the requirements set forth by these Restrictions and Reservations exceed the requirements set forth by the City of Bryan, these Restrictions and Reservations shall prevail.

21. FIREARMS

The use or discharge of pistols, rifles, shot guns, or other firearms or firecrackers/fireworks is expressly prohibited in or on any part of the two subdivisions. No hunting or trapping of any kind is allowed.

22. ANTENNAE

No external antennas of any kind shall be permitted on any lot within the subdivisions without prior approval of the Architectural Control Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any lot, except in backyard areas where it is substantially concealed from public view.

23. OBLIGATION OF LOT OWNERS

It is the obligation of the individual lot owners to familiarize themselves with these restrictions and to comply with them. The Architectural Control Committee, the Shirewood IV and V Association or any lot owner in the subdivisions is authorized to initiate any legal action necessary to enforce these restrictions.

24. SHIREWOOD IV AND V ASSOCIATION

It is further covenanted by Ramiro A. Galindo, Inc., that on or before December 31, 1995, based on lots initially sold by the Developer, there shall be formed a mutual non-profit corporation under the laws of the State of Texas, in which the owner of each lot in Shirewood Sections IV and V Subdivisions agrees to become, and shall be a member, and membership, in which, shall be limited to the purchasers or owners of lots in any of the two subdivisions. The articles of incorporation of said corporation shall specify, among the purposes and duties of said corporation, the enforcement of all said restrictions, covenants and conditions and payment of any and all legal and other expenses in connection therewith; the maintenance, preservation and improvement of property in the subdivision; the keeping and maintaining said property, and every lot therein, in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets; providing for security guards and/or security aids; appointing members to the Architectural Control Committee and keeping it accountable to members, so far as it may lawfully act; maintaining communication among the neighbors; engaging in common interest issues; and transacting other business as may be permitted by law. And each member of said association agrees to pay to said corporation, when formed, dues or assessments for such

purposes which may be fixed by laws or by lawful acts of its Board of Directors, starting with the sum of \$5.00 per month or \$60.00 per year, by each lot owned by such member in any phase of Shirewood Sections IV and V. The association may contract with any third party, for the collection of its dues. By contractual agreement herein stated, the Association has an automatic right to post a lien on any property on which the assessments are on arrears.

It is understood and agreed that the articles of incorporation and by-laws of said corporation shall provide for substantially the following definitions:

Membership. Every person or entity who is a record owner of any Lot in either Shirewood Section IV or Section V Subdivisions which is subject by covenants of record to assessment by Association shall be a member of the Association, provided that any such person or entity does not hold such interest merely as a security for the performance of an obligation.

Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners other than the Developer or a Contracted or Speculative Builder as defined by the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership. When more than one person holds such interests or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer or Builder. The Class B member shall be entitled to four votes for each Lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the lot is sold to a third person not defined as a Developer or Builder.

- (b) When the totals votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member and entitled to one vote for each Lot in which it holds the interests required for membership.

It is further understood and agreed that the articles of incorporation shall provide that the corporation's existence shall be perpetual and that R. A. Galindo, Inc., as incorporator, shall have the right and duty to appoint the Board of Directors for the first term and take all other steps necessary to get such corporation in existence and organized.

25. PERIOD OF RESTRICTIONS

These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of twenty (20) years from the date this instrument is first recorded. After this time, said reservations, restrictions, covenants and easements shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the majority of the then owners of the building sites, has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.

26. ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of a lot or lots in Shirewood Sections IV and V Subdivisions, said owner's heirs, executors, administrators or assigns, and the Shirewood IV and V Association. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

27. SEVERABILITY

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

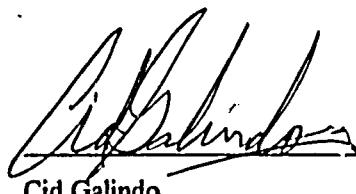
28. RIGHTS OF MORTGAGEES

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building site at the time the easement, restrictions, reservations or covenant may be violated.

Witness our hands this 7 day of July, 1995.
R. A. GALINDO, INC.



Ramiro A. Galindo
Chairman & CEO



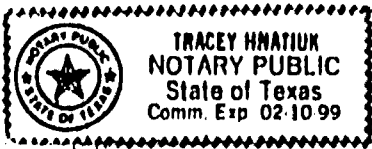
Cid Galindo
Secretary

(Notary Certificates for each.)

THE STATE OF TEXAS ()
 ()
COUNTY OF BRAZOS ()

This instrument was acknowledged before me the 11
day of July 1995, by RAMIRO GALINDO

Tracey Hnatuk
NOTARY PUBLIC, STATE OF TEXAS



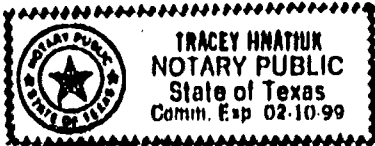
My commission expires: 2-10-99

TRACEY HNATUK
Printed name of Notary

THE STATE OF TEXAS ()
 ()
COUNTY OF BRAZOS ()

This instrument was acknowledged before me the 11
day of July 1995, by CID A. GAUNDO

Tracey Hnatuk
NOTARY PUBLIC, STATE OF TEXAS



My commission expires: 2-10-99

TRACEY HNATUK
Printed name of Notary

THE STATE OF TEXAS ()
 ()
COUNTY OF BRAZOS ()

This instrument was acknowledged before me the _____
day of _____ 199_, by _____

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

Printed name of Notary