

GRANADA ESTATES, SECTION 1

1-22-1006

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THE STATE OF TEXAS § DECLARATION OF COVENANTS, CONDITIONS
COUNTY OF TRAVIS § EASEMENTS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by L. A. Felder, Inc., a Texas corporation, acting by and through its duly authorized officer, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property known as Granada Estates, Section 1, an addition in Travis County, Texas, according to the map or plat thereof, recorded in Book 71, Page 67 of the Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, Declarant plans to offer the Property for sale as individual Lots; and

WHEREAS, Declarant wishes to encumber the Property by the covenants, conditions, restrictions, and easements set forth herein ("Restrictions") to insure the best and highest use and most appropriate development of the Property; to protect Lot Owners against improper use of surrounding Lots; to preserve so far as practical, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable material; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain proper setbacks from the streets and adequate free space; and in general to protect the natural environment and to provide for development of the highest quality to enhance the value of investments made by Lot Owners.

NOW, THEREFORE, Declarant hereby declares that the Property and any Lot subdivided therefrom shall be held, sold and conveyed subject to the following provisions which shall run with the Property and be binding on all parties having any right, title or

interest in the Property, any part thereof or any Lot subdivided therefrom, their heirs, executors, administrators, successors or assigns, and the restrictions shall inure to the benefit of each Owner of the Property, any part thereof or any Lot subdivided therefrom.

ARTICLE I.

DEFINITIONS

Section 1. "Architectural Committee" shall mean and refer to a committee initially appointed by Declarant and subsequently elected by owners of Lots within the Property.

Section 2. "Owner" shall mean and refer to the record owner of fee simple title to the Property, any part thereof or any Lot or any portion of a Lot, or a purchaser thereof under contract for deed, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation, provided a purchaser at a foreclosure sale or trustee's sale shall be deemed an owner.

Section 3. "Property" shall mean and refer to that certain real estate hereinbefore described.

Section 4. "Lot" shall mean and refer to that portion of any of the tracts of land shown upon the plat and subdivision map recorded in Book 71, Page 67 of the Plat Records of Travis County, Texas on which there is or will be built a single-family dwelling. The term "Lot" shall not include any reserves shown on said map or plat.

ARTICLE II.

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. There is hereby created an Architectural Committee initially composed of L. A. Felder, Beverly Edmiston and Ronnie Selman to serve for a period of 12 months from the date of the first sale of lots in Granada Estates. In the event a vacancy or vacancies occur on the Committee at any time the remaining Committee members shall appoint a

successor for each vacancy within thirty days after the vacancy occurs. In the event all three members terminate their membership during the initial term, the Declarant shall appoint new members to serve during the unexpired part of the initial term. In the event all three members terminate their membership during subsequent three-year terms, the Owners may elect new members of the Committee pursuant to the procedures set forth below. Except as provided below, a majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. On the first day of the last month of the Committee's initial term, the Committee shall notify all Owners of the time and place of a meeting to be held during the last week of the last month of the Committee's initial term for the purpose of nominating and electing members of the Committee to serve for a succeeding three-year term. At the meeting a quorum shall consist of fifty percent of the Owners and each Owner shall be entitled to cast one vote for each Lot owned for each member of the Committee. Cumulative voting is not permitted. The Owners shall elect three members of the Committee by majority vote of those Owners present. During the last month of each succeeding three-year term, the Committee shall follow the procedure set forth above in notifying Owners of scheduled meetings to elect new members of the Committee. The members of the Committee whose terms have expired shall serve until their successors are elected.

Section 2. Approval by Committee. No building, garage, storage house, wall, fence, driveway, sidewalk, parking area, septic tank, water well or other improvement shall be erected, placed or altered on any Lot until the plans and specifications therefor and a plat showing the location thereof have been approved by the Architectural Committee. Plans, specifications and plats shall be filed with the Committee by delivery to the office of Declarant at 537 East Woodward, Austin, Texas. All actions of

the Committee will be in writing and copies of its action will be retained in its record maintained at the office of Declarant. If the Committee fails to act on a request within thirty days after filing plans, specifications and plats, the same shall be deemed approved.

Section 3. Deviations. The Committee may approve deviations from the following Sections of Article III below: Sections 2, 3, 5, 6, 7, 8, 9 and 11. Except as set forth in Article III, Section 10, such approval shall require the affirmative vote of all members of the Committee.

ARTICLE III.

USE AND BUILDING RESTRICTIONS

Section 1. Single-Family Residences. All Lots of the Property shall be used for single-family residential purposes only, and 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 an attached one-story garage.

Section 2. Garages. All garages and carports shall be large enough to accommodate under one roof no less than two full size automobiles and shall be attached to the house by a common wall.

Section 3. Completion. No building shall remain uncompleted for more than one year after construction has commenced.

Section 4. Subdividing. No Lot may be resubdivided or altered for the purpose of obtaining more than one residence on a Lot.

Section 5. Separate Structures. Separate garage buildings, servant's quarters of one story or a one-story guest house, not to exceed 600 square feet of floor area, will be permitted provided that (A) such structure is attached to the main residence by a common wall or by a covered passageway, (B) the main dwelling must be substantially completed prior to the erection of such a building and (C) all of the restrictions, covenants, conditions and uses herein are fulfilled by Owner.

Section 6. Storage Buildings. One separate storage building will be permitted for each residence provided it does not exceed one hundred square feet in size and is placed upon the Lot in such a manner that its location is behind a wall, hedge, wood fence or building structure where said storage building will not be visible from any street.

Section 7. Dwelling Size. All dwellings shall be of recognized standard construction. The living area, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops, open terraces and/or service quarters shall be not less than 1,650 square feet, and, if more than one story, or a split level, the ground floor shall not be less than 1,000 square feet and the combined area for the first and second floors shall not be less than 2,000 square feet.

Section 8. Building Location. No building or other structure shall be placed on any Lot nearer to the street than the building line designated on the recorded plat of the Property. In the case of corner Lots, the setback line shall correspond with the building line of the adjoining Lot regardless of which street the building faces. No building shall be placed nearer than 15 feet from the side and rear lot lines.

Section 9. Fences, Walls and Meters. Fences and walls shall be considered buildings and may only be erected or maintained within the minimum building setback requirements as stated above. All fences and walls must have the written approval of the Architectural Committee. Decorative walls forming an integral part of the design of the main structure should generally be approved by the Committee.

No fence, wall, hedge or utility meter shall be placed or permitted to remain on any Lot nearer to the street or streets adjoining such Lot as is permitted for the main residence on such Lot except for decorative subdivision entry

fences. No barbed wire or wire fence shall be permitted along any Lot. A "chain link" fence will be permitted along the side and rear Lot lines. A wood or other solid fence is required from a point on each side of the house to the side and rear Lot lines. No fence, hedge or other structure can be placed over a drainage easement that would prevent the normal flow of drainage water.

Section 10. Prohibited Residential Uses. Except as permitted below, no structure, mobile home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence either temporarily or permanently. Until the Lots are sold, temporary use may be made of the Lots by Declarant for model homes, parking lots and/or sales offices which shall be permitted until December 31, 1985 or until permanent secession of such use takes place, whichever is earlier.

Section 11. Shrubs and Trees. No shrub or tree planting which obstructs the line of sight at elevations between two and six feet above any roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersection streets and a line connecting such curb line at points 25 feet from their intersection, or in the case of a rounded corner, from the intersection of the curb lines as extended. The same site line limitations shall apply on any Lot within ten feet of the intersection of a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

Section 12. Deviations in Building Location. For unusual conditions such as sloping Lots or to prevent removal of large trees, exceptions to the setback lines set forth in Sections 7, 8 and 10 above may be adjusted by the majority vote of the Architectural

Committee. For the purpose of this Article, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on any tract to encroach upon another Lot.

Section 13. Septic Tanks. Each house constructed in this subdivision shall be connected to a septic tank of not less than 750 gallon capacity with a drain field of not less than 500 square feet.

ARTICLE IV.

GENERAL RESTRICTIONS

Section 1. Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants of adjoining property or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other materials.

Section 2. Conduct of Business. No gainful occupation, trade or other nonresidential use shall be conducted on any Lot except as specifically permitted herein.

Section 3. Signs. No signs shall be displayed on any Lot except in connection with the sale of Lots by Declarant or Owners. Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right during construction and sales to construct and maintain such facilities as may be reasonably necessary and convenient for such construction and sale, including but not limited to signs, offices, storage areas and model units.

Section 4. Oil and Mining Operation. No drilling, development, refining, quarrying, mining or prospecting operations for any minerals shall be conducted on any Lot.

Section 5. Livestock and Poultry. No animals, livestock

or poultry of any kind shall be raised, bred or kept on any Lot except household pets which are not kept, bred or maintained for commercial purposes. No kennels or other tightly confined areas will be permitted for the purpose of confining household pets, that would create a nuisance.

Section 6. Refuse. No Lot shall be used or maintained as a dumping ground for refuse. All trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of refuse shall be kept in a clean and sanitary condition.

Section 7. Clotheslines. No clothesline shall be constructed, placed or erected on any Lot in such a way as to be visible from outside of that Lot.

Section 8. All driveways shall be constructed of either concrete or asphalt paving or like substances.

Section 9. Parking. No truck, bus, trailer or recreational vehicle shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity, and no large truck, bus, boat, trailer or recreational vehicle shall be parked in the driveway or on any portion of the Lot in such a manner as to be visible from the street. No abandoned automobile or automobile without a current inspection sticker or license plate shall be permitted to remain on any Lot or in front of any Lot.

ARTICLE V.

EASEMENTS

Section 1. Reservation of Easements. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 71, Page 67 of the Plat Records of Travis County, Texas. Right of use for ingress and egress shall be had at all times over any

dedicated easement for the installation, operation, maintenance, repair or removal of any utility; together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The covenants, conditions, easements and restrictions herein set forth shall run with the land and bind the Declarant, its successors and assigns and all parties claiming by, through or under Declarant shall be deemed to hold, agree and covenant with the Declarant, its successors and assigns to conform to and observe said covenants, conditions, easements and restrictions as to the use of said Lot and the constructions and improvements thereon. Any Owner shall have the right to enforce by any proceeding, at law or in equity, all provisions hereof or any covenants, conditions, easements or restrictions now or hereafter imposed by the provisions of this Declaration. Failure of any Owner or Owners to enforce any of the provisions hereof or to exercise easements herein set forth shall in no event be deemed a waiver of the right to do so or to enforce others. Any violators of the provisions contained herein shall pay any and all attorneys' fees and court costs incurred in the enforcement of these provisions.

Section 2. Invalidation. Invalidation of any of the covenants, conditions, easements or restrictions set forth herein by judgment or by court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration and Amendment. The provisions contained in this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded after which time said covenants, conditions and restrictions shall be automatically extended for suc-

cessive periods of 10 years. This Declaration may be amended during the first 20-year period by any instrument signed by not less than 90 percent of the Lot Owners; during any succeeding 10-year period, this Declaration may be amended by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Travis County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

IN WITNESS WHEREOF the undersigned being the President of Declarant herein, has hereunto set his hand and seal this 23rd day of September, 1975.

L. A. FELDER, INC.

(NO SEAL)

By: L. A. Felder
President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared L. A. Felder, President of L. A. Felder, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day September, 1975.

NOTARY SEAL

Ronnie Selman
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

NOV 14 1975



L. A. Stropalis
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

Nov 14 2 01 PM '75

L. A. Stropalis
COUNTY CLERK
TRAVIS COUNTY, TEXAS