

THE STATE OF TEXAS
COUNTY OF TRAVIS

DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS

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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".

APR 27-79^{PM} 6970 * 15.00

WITNESSETH:

WHEREAS, Declarant is the owner of certain property known as Granada Estates, Section two, an addition in Travis County, Texas, according to the map or plat thereof, recorded in Book 77, Pages 206-207-208 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 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", sometimes referred to as "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 77, Pages 206-207-208 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

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Edmiston and Allen Menzel to serve for a period of thirty-six (36) months from the date these restrictions are filed for record. In the event of vacancy or vacancy occurs on the Committee at any time the remaining Committee members shall appoint a successor for each vacancy within thirty (30) days after the vacancy occurs. In the event all three members terminate their membership during the initial terms, 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 terms. At the meeting, a quorum shall consist of fifty percent (50%) 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 will not be 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, horse stall, resubdivision of lot or lots, water well or other improvement shall be erected, placed or altered on any Lot until the plans and specifications therefore and a plat showing the location thereof have been approved by a majority of the Architectural Committee. Plans, specifications and plats shall be filed with the Committee by delivery to the office of Declarant at 8016 El Dorado, Austin, Texas. All actions of Committee will be in writing and copies of its action will be retained in its record maintained at the office of Declarant.

Section 3. Deviations. The Committee may approve deviations from Article III below for unusual conditions that would not, in their opinion, detract from the overall intent of these provisions. Any deviations shall meet the approval of all members of the Committee then serving and the Committee shall have the final authority as to such deviations and their findings and decisions shall be final and conclusive.

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.

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 residential lot, except for hardship or just cause. In proper cases, resubdivision of adjoining lots will be permitted provided the result will not violate other provisions of these regulations. Approval of the resubdivision will require approval of all members of the Committee as well as the Owners of the involved lots.

Section 5. Storage Buildings. No storage buildings can be erected, altered, or permitted to remain on any lot without the written approval of the Architectural Committee. Plans, specifications, design, location and materials to be used for such a storage building will be submitted to the Committee prior to construction.

Section 6. Horse Stalls & Facilities. Owners of lots that are not restricted against keeping a horse that desire to construct a horse stall, coral, pens, fences or other related facilities will first submit plans, specifications, design, location and materials to be used for such facilities to the Architectural Committee prior to construction. The minimum distance a horse can be kept from the front property line is 150 feet. But the Committee can require additional set back depending on each condition.

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 shall be not less than 1,400 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 5 feet from the side and rear lot lines.

Section 9. Fences, Walls and Hedges. Fences and walls shall be considered buildings and may only be erected or maintained within the minimum building setback requirements as stated above. Decorative walls forming an integral part of the design of the main structure should generally be approved by the Committee. No fence, wall or hedge shall be placed or permitted to remain on any lot nearer to the street or streets adjoining such Lot as is permitted for the residence on such Lot except for Committee approved decorative walls not exceeding 18" in height. No fence, wall or hedge or other structure can be placed over a drainage easement. All fences and walls must have written approval of the Architectural Committee.

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 13. Septic Systems. Each house constructed in this subdivision shall be connected to a septic system that conforms to the "construction standard for private sewage facilities", adopted by the Texas Board of Health and further shall satisfy requirements of any other pertinent governmental body or entity.

Section 14. Lot 18, Block G is specifically excepted from the application of Sections 2,4,5,6,9 and 11 of this Article III.

ARTICLE IV.

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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, or the use of high speed motor driven vehicles; or the use for large public gatherings.

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 reasonable 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 and further, except for horses as provided for in Section 6 below. No kennels or other tightly confined areas that would create a nuisance would be permitted for confining household pets.

Section 6. Horses. One horse, or pony, may be kept on each of the following Lots in Granada Estates, Section II: Lots 59 through 69, Block L; and Lots 4 through 18, Block G, and Lots 4 through 7, Block F. NOTE: Facilities to keep a horse shall comply with Article III, Section 6, above.

Section 7. 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 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, recreational vehicle, or unused automobile shall be left parked on the driveway or any portion of the Lot in such a manner as to be visible from the street. No abandoned 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 Book 77, Pages 206-207-208 of the Plat Records of Travis County, Texas, or any amendment thereto. 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 of any covenants, conditions, easements or restrictions now or hereafter imposed by the provisions of this Declaration. 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. Failure to Act. Failure of any Owner to obtain prior approval, or failure of the Committee, or any Owner to take immediate action in any case or situation where such action is required by any of the provisions of this Declaration, is not to be construed as a waiver of the right of the Committee, or any Owner or Owners, to enforce these regulations during the duration of these provisions.

Section 3. 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 4. 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 successive 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 25th day of April, 1979.

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 25th day of April, 1979.

Beverly Wainwright
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

NOTARY SEAL