

GRANADA HILLS

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THE STATE OF TEXAS |
COUNTY OF TRAVIS | KNOW ALL MEN BY THESE PRESENTS:

That Granada Hills, Inc., a Texas corporation, with its principal place of business in Travis County, Texas, being desirous of providing proper and uniform restrictions of a nature to insure development of a desirable area, as owner of all of those lots in Granada Hills Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 54, Pages 69-70, Plat Records of Travis County, Texas, does hereby provide and declare the following restrictions to apply to all said lots EXCEPT Lots 1, 177, 178, 179, 180, and 181 which are expressly excluded from these restrictions:

1. All lots shall be used and occupied for single family residential purposes only, with the exceptions of Lots 15 - 30, both inclusive, on which lots two family residential dwellings may be erected.
2. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than
 - One (1) detached dwelling not to exceed two (2) stories in height and a private garage or carport for at least two (2) but not more than three (3) cars, and such garage or carport shall be attached to the dwelling. Garages or carports shall be at least two car spaces wide.
3. No dwelling, structure or well shall be located on any lot nearer than forty-five (45') to the front property line or nearer than ten feet (10') to any side or rear property line. No dwelling, structure or well shall be located nearer than twenty-five feet (25') to any side street. This restriction is not intended to prohibit the installing of utility lines or building fences within the above set backs. All fences shall be constructed of either wood, rock or chain link and no fence shall extend beyond the front building set back line.
4. No trade or commercial activity shall be carried on upon any lot, except that an office may be maintained by the subdivider or his assigns, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood; no poultry, cattle, horses or other animals, fowls or birds, may be kept or maintained on any of said lots, save and except ordinary household pets.
5. No trailer, mobile home, basement, tent, shack, barn, garage or other outbuilding erected in this tract shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. No used building materials shall be used in the construction of buildings on any of said lots nor shall an existing structure ever be moved onto any of said lots.

DEED RECORDS
Travis County, Texas

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6. The ground area of the main structure, exclusive of porches, carports, storage spaces used in connection with carports and garages, shall be not less than 1400 square feet as to any of said lots and in the case of two story dwellings the ground area of the main structure, exclusive of porches, carports, storage spaces used in connection with carports and garages, shall be not less than 1000 square feet.

7. All of said dwelling units built on the lots aforesaid shall have a minimum of fifty per cent (50%) of the exterior walls, including garages or carports, but exclusive of window and door openings, constructed of masonry.

8. No part of said property shall be used or maintained as a dumping ground. All incinerators or other equipment for the storage or disposal of waste material and trash shall be kept in a clean and sanitary condition.

9. All sanitary regulations and requirements set forth by the public health authorities of the County of Travis, State of Texas, shall be strictly complied with. No outside toilets shall be erected, placed or used upon the premises, but a septic tank and sufficient field line of approved character shall be installed to accommodate the sewerage.

10. No part of this property shall be used for the sale, display or storage of junk, used automobiles, or any activity that shall constitute a public or private nuisance.

11. 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 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 L. A. Felder, Milton G. Neans and L. O. Jackson. 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 the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

12. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove 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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. It is further specifically provided that, in order to prevent undue hardship upon any owner or owners of any of said lot or lots, variance from the restrictions above set out as to size and cost of the structure, as to the percentage of masonry construction, and as to minor changes in location of the structure upon the respective lot or lots, may be granted by

a majority of the architectural control committee above designated, said approval of variances to be by an instrument in writing to be duly acknowledged and to be recorded in the Deed Records of Travis County, Texas, if and when such approval of variances shall ever be granted.

14. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until November 1, 1993, at which time said covenants shall be automatically extended for periods of ten (10) years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

15. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

16. Invalidation of any 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.

EXECUTED this 17th day of August A.D. 1971.

GRANADA HILLS, INC.

(NO SEAL)

By: L. A. Felder
L. A. Felder President

ATTEST:

By: Wayne J. Rucke
Secretary

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of August A.D. 1971.

NOTARY SEAL

E. H. ...
Notary Public in and for Travis County,
Texas

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