

AUG -9-76 735 \* 9.50

950

1-36-1227

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That Crow and Associates, Inc., a Texas corporation, is the sole owner of all lots in Great Hills - V, a subdivision in Travis County, Texas, according to the map or plat of said subdivision recorded in Book 74, Page 81, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes, and as owner thereof desires to adopt a plan for the development of Great Hills - V, which shall be binding on Crow and Associates, Inc. and upon its successors in title to the land in said Great Hills - V.

NOW, THEREFORE, for and in consideration of the mutual benefits to the developer and future owners of the property in Great Hills - V, Crow and Associates, Inc., a Texas corporation, acting by and through its duly authorized officer, does hereby make the aforesaid lots in Great Hills - V subject to the following restrictive covenants, to-wit:

A.

The property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

All of the lots in Great Hills - V, a subdivision in the City of Austin, Travis County, Texas, according to the plat thereof of record in Book 74, Page 81, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes.

B.

The property described in Section A hereof is encumbered by the covenants, conditions, restrictions, reservations and charges hereinafter set forth to insure the best and highest use and the

I-36-1228

most appropriate development and improvement of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to prevent haphazard and inharmonious improvements of said lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

B-1. Land Use and Building Types. No lot shall be used except for residential purposes. No building structure or living accommodations of any type 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 with an attached private enclosed garage for not less than two cars nor more than four cars. No carports shall be permitted. All buildings shall be of recognized standard construction, and no building shall remain uncompleted for more than one year after construction has been commenced.

B-2. Architectural Control. No building shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure have been delivered to and approved by the Architectural Control Committee, hereinafter called "Committee", as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. A copy of the construction plans and specifications and a plan showing the location of the structure, if approved, shall remain in the possession of said Committee

1-36-1229

until this subdivision has been built out in its entirety. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the front wall of any house. The Committee's approval or disapproval as required in these covenants shall be in writing. The decision of the Committee shall be rendered at the earliest practicable date but in no event later than fifteen (15) working days subsequent to initial receipt of plans and specifications and location plan. A copy of the plans and specifications and location plan shall be delivered to the Architectural Control Committee at the Great Hills Project Office, 4206 Steck Avenue, Post Office Box 9158, Austin, Texas 78766, not less than twenty (20) days prior to the date construction is commenced.

B-3. Dwelling Size.

(a) The main structure of single-family residences on all lots shall not be less than one thousand eight hundred (1,800) square feet, excluding all open and covered porches and garage units.

(b) Ornamental structures, fences and walls are permitted subject to approval in writing of the Architectural Control Committee.

B-4. Building Location. No building shall be located on any lot nearer than twenty-five (25) feet to the front line, fifteen (15) feet to the side line, if said side line is a street, seven and one-half feet to the interior lot line, or ten (10) feet to the rear lot line, and must comply with all city building and zoning ordinances. For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building;

1-36-1230

provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B-6. Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which is opposed to the purpose of these restrictions.

B-7. Temporary Structures or Emplacements. No structure or placement of a temporary character, mobile home, trailer, derelict, junk or racing vehicle, or any vehicle without a current license plate, basement, tent, shack, detached garage, shed, barn or other outbuilding shall be erected, placed, driven, altered or permitted to remain on any lot at any time, either temporary or permanent, without the prior written consent of the Architectural Control Committee. No residential building may be moved upon any lot in this addition. The use of an outside tool or storage shed must be so designed as to preclude visible and objectionable sighting from the frontal streetside elevation.

B-8. Signs and Sales Program. No signs of any kind shall

1-36-1231

be displayed for public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent or signs used by builders during the construction and sale period. All merchandising, advertising and sales programming in Great Hills - V shall be subject to approval by the developer and shall be in conformity with the general marketing plan for Great Hills - V.

B-9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind at any time shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that any owner may keep not more than two (2) dogs, two (2) cats or two (2) other household pets, provided that they are not kept, bred or maintained for any commercial purposes.

B-11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.

B-12. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Public Health Department of the City of Austin. Approval of such system as installed shall be obtained from such authority.

1-36-1232

B-13. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless that system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Public Health Department of the City of Austin. Approval of such system as installed shall be obtained from such authority.

B-14. Utility Services. All buildings constructed on any lot shall be connected to City of Austin utility services.

B-15. Sight Distance at Intersection. No fence, wall, hedge or shrub plantings which obstruct sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitation shall apply on any lot within ten feet from an intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Anything to the contrary notwithstanding, where it is determined by the Committee that it would be beneficial to the subdivision to allow a ten-foot setback from a side street as provided by the Ordinances of the City of Austin, then the Committee may reduce this sight line to ten feet on one street and twenty-five (25) feet on the adjoining street.

C.

C-1. Membership. The Architectural Control Committee is composed of Glenn W. Schmidt, Larry W. Mobley and Bernard C. Gaus.

1-36-1233

The 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 the 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 the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

C-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing and may be filed of record in the Deed Records of Travis County, Texas.

D.

D-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After that time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by three-fourths (3/4) of the then owners of the lots has been filed of record in the Travis County Deed Records, agreeing to change such covenants in whole or in part.

D-2. Enforcement. If the owner of any lot or their heirs, executors, administrators, successors, assigns or tenants shall violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration or developer to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the developer and other owners of lots in Great Hills - V, thus cumulative of all other common law or statutory remedies,

7

1-36-1234

enforcement of any of these restrictive covenants may be by suit at law or in equity, by or on behalf of Crow and Associates, Inc. or by or on behalf of any owner of any lot in Great Hills - V, against any person, firm or corporation violating or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature or both, and of either a temporary or permanent nature or both, including but not limited to, one restraining construction of any improvements commenced or about to be commenced, without prior written approval by the Committee in accordance with paragraph B-2 of Article B hereof. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

D-3. Assignment. Crow and Associates, Inc. may by appropriate instrument assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.

D-4. Severability. 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.

WITNESS ITS HAND at Austin, Texas this 21<sup>st</sup> day of July, 1976.

CROW AND ASSOCIATES, INC.

(NO SEAL)

By: [Signature]  
Its: [Signature]



1-36-1235

The undersigned, Gibraltar Savings Association, a savings and loan association organized and existing under the laws of the State of Texas, acting herein by and through its duly authorized officers, hereby joins in the execution of this declaration of restrictions as mortgagee of that property described above.

EXECUTED this 26<sup>th</sup> day of July, 1976.

GIBRALTER SAVINGS ASSOCIATION

(NO SEAL)

By: Charles L. Anderson  
Its: VICE PRESIDENT.

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Michael Crow, Vice President of Crow and Associates, Inc., a Texas 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 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 the 21<sup>st</sup> day of July, 1976.

NOTARY SEAL

Dorothy J. Harbin  
NOTARY PUBLIC IN AND FOR  
~~TEXAS~~ COUNTY, TEXAS  
DALLAS

THE STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared Charles L. Anderson, Vice President of Gibraltar Savings Association, a savings and loan association organized and existing under the laws of the State of Texas, 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 for the purposes and consideration therein expressed, as the act and deed of said savings and loan association, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of July, 1976.

NOTARY SEAL

Yvonne Anderson  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS

FILED  
AUG 9 1 48 PM '76  
*Louis R. Thompson*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
1-36-1236

EDWIN  
CORRECTION

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

AUG 9 1976



*Louis R. Thompson*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

5532 65

*Baker-Craw Co.  
P.O. Box 9158  
Austin, Tex 78766*

5532 74