

THE STATE OF TEXAS X AMENDED RESTRICTIVE COVENANTS  
X  
COUNTY OF TRAVIS X GREEN TRAILS ESTATES

75<sup>th</sup>  
ck  
1-43-7324

This declaration of restrictions made this 16<sup>th</sup> day of December, 1976,  
by GREEN TRAILS ESTATES; a joint venture, acting herein by and through the  
undersigned, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer is the sole owner of all lots in the Resubdivision  
of Green Trails Estates, a Subdivision in Travis County, Texas, as shown by  
the map or plat thereof of record in Book 75, Page 98, Plat Records of Travis  
County, Texas, to which plat and its record reference is here made for all  
purposes, and desires to encumber said lots with the covenants, conditions,  
restrictions, reservations, and charges hereinafter set forth, which shall  
inure to the benefit and pass with said property, each and every parcel  
thereof, and shall apply to and bind the successors in interest and any  
other owner thereof;

NOW, THEREFORE, Developer, the sole owner in fee simple of Green  
Trails Estates, hereby declares that all lots in said subdivision shall  
be held, transferred, sold, and conveyed, subject to the following covenants,  
conditions, restrictions, reservations, and charges, hereby specifying and  
agreeing that this declaration and the provisions hereof shall be and do  
constitute covenants to run with the land and shall be binding on Developer,  
its successors and assigns, and all subsequent owners of each lot, and the  
owners, by acceptance of their deeds, for themselves, their heirs, executors,  
administrators, successors and assigns, covenant and agree to abide by the  
terms and conditions of this declaration, hereby amending the restrictive  
covenants previously impressed upon the subject property:

I.

PROPERTY SUBJECT TO THE DECLARATION

057 \* 1564 0391-22-010

DEED RECORDS  
Travis County, Texas

5676 1595

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 the Resubdivision of Green Trails Estates, a Subdivision in Travis County, Texas, as shown by the map or plat thereof of record in Book 75, Page 98, Plat Records of Travis County, Texas, to which plat and its record reference is here made.

1-43-7325

II.

COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, AND CHARGES

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

A. Land Use and Building Types. No lot shall be used except for residential purposes. Duplexes may be erected on Lots 30 and 31, in Block "C", and except for those lots designated as duplex lots, no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height, except that a separate garage building, 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 such structure or structures are attached to the main residence by a common wall or by a covered passageway. No building shall remain uncompleted for more than one year after construction has been commenced.

1-43-7326

B. Dwelling Size. Single-story dwellings erected on any lot shall have not less than 2,000 square feet of finished, heated living space. Dwellings containing more than one story shall have not less than 2,300 square feet of finished, heated living space.

C. Masonry. Each dwelling shall have not less than 75% of its exterior walls of masonry construction; provided, however, the Architectural Control Committee may waive this requirement in whole or in part, but any such waiver must be in writing.

D. Architectural Control. For a period of five years from date hereof, no building, wall or fence shall be erected, placed, or altered on any lot until the construction plans and specifications thereof, including, but not limited to, location of buildings, walls, fences, driveways, and setbacks have been approved in writing by the Architectural Control Committee, hereinafter called "Committee." The approval of the Committee shall not be unreasonably or whimsically withheld.

The Committee shall be composed of three members. The original members of the Committee shall be Donald D. Reynolds, Dorr E. Hampton, and Patrick W. Casey. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans

and specifications and plot plan for the building to be erected on the lot, or the plans and specifications for the alteration of a building located on a lot, within thirty days after the same have been submitted to the Committee, then in that event the same shall be deemed approved. All plans and specifications shall be delivered to the Developer at its office at 9027 Northgate, Suite 206, Austin, Texas, or such other address as it may designate, certified mail, return receipt requested, and the date received by the Developer shall be considered the date of delivery.

1-43-7327

Anything herein to the contrary notwithstanding, the Committee is hereby authorized, at its sole discretion, to waive any requirement relating to dwelling size and masonry requirements, and such decision shall be binding on all owners of lots encumbered by this declaration.

**E. Easements and Setbacks.** Easements reserved and setback requirements are those set forth on the plat of record in Book 75, Page 99, Plat Records of Travis County, Texas. No fence, wall or hedge shall be erected or placed forward of the front setback line as shown on the said plat.

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

**G. Temporary Structures.** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building may be moved on any lot.

**H. Signs.** No signs of any kind shall be displayed for public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property for sale.

I. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any character shall be permitted upon any lot.

J. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except any owner may keep not more than two dogs, two cats, or two other household pets.

1-43-7328

K. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for trash, garbage or other waste and the same shall not be kept, except in sanitary containers.

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

M. Residences Facing Front. All residences erected on lots bordering cul de sacs shall face such cul de sac, and all lots adjacent to streets terminating in cul de sacs shall face the street terminating in such cul de sac, except for Lot 1, in Block "B", upon which lot the residence shall face Green Trails South Street. No residence shall be built facing Hart Lane except for duplexes built upon Lots 30 and 31, in Block "C", which duplexes shall face Hart Lane. Residences built on Lot 21, in Block "A", and Lot 29, in Block "C", shall face Green Trails Street and shall be set back 25 feet from the front property line.

N. Boats, Travel Trailers, and Motor Homes. All boats, travel trailers, and motor homes shall be parked behind the forward setback building line. No boat, travel trailer or motor home shall be parked in the streets of this subdivision nor in the driveways forward of the front setback building line.

### III.

#### SIDEWALKS

The owner of each lot shall construct sidewalks as required by the City of Austin or any other political subdivision in the State of Texas or where such lot is shown by the plat of record as requiring a sidewalk to be

built thereon.

IV.

TERM

1-43-7329

These covenants are to run with the land and shall be binding on parties and all persons claiming under them for a period of twenty-five years from date hereof, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the lots encumbered by this declaration, it is agreed to change said declaration in whole or in part.

V.

ENFORCEMENT

If the owner of any lot, or their heirs, executors, administrators, successors, assigns, or tenants shall violate or attempt to 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 Green Trails Estates, thus the breach of any provision of this declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. 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.

VI.

SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions,

reservations, or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations, or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

1-43-7330

VII.

NUMBER AND GENDER

The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this declaration. Likewise, if either the feminine, masculine, or neuter gender should be any of the other genders, it shall be so treated.

EXECUTED this 16<sup>th</sup> day of December, 1976.

GREEN TRAILS ESTATES

By Donald D. Reynolds  
Donald D. Reynolds

By Dorr E. Hampton  
Dorr E. Hampton

By Glenn W. Casey  
Glenn W. Casey

THE STATE OF TEXAS    X  
                                  X  
COUNTY OF TRAVIS    X

BEFORE ME, the undersigned authority, on this day personally appeared Donald D. Reynolds, Dorr E. Hampton, and Glenn W. Casey, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16<sup>th</sup> day of December, 1976.

Ann D. Harris - ANN D. HARRIS  
Notary Public in and for Travis County, Texas

NOTARY SEAL

DEC 24 1976 1-43-1331

DCAC 1003

FILED

DEC 22 8 17 AM '76

1-43-7331

*Doris Hargrave*  
COUNTY CLERK  
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

DEC 22 1976



*Doris Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

1-43-7331

5676 1602