

v. 1030-404  
RESTRICTIVE COVENANTS APPLICABLE TO  
THE BLUFFS ON LAKE GRANBURY  
AN ADDITION IN HOOD COUNTY, TEXAS

11026

WHEREAS, FOSTER-VICK DEVELOPMENT COMPANY, INC. is the owner of the following tracts of land out of The Bluffs as appears of record in File #A 232 B, Plat Records, Hood County, Texas, Lots 1-57 Block 1, The Bluffs on Lake Granbury, Hood County, Texas do hereby make and file the following restrictive covenants covering the aforesaid lots, it being the intention of the Grantor to restrict use of such property by the following restrictive covenants; these covenants to be binding on the undersigned as well as subsequent owners and to supersede in their entirety.

1. All such lots are hereby designated and described as residential lots. No lot or combination of lots may be replatted so as to create from the total combined replatted lots more separate building sites or lots than existed in the original platting.

2. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall automatically extended for successive periods of ten (10) years unless set aside by recorded instrument executed by 75% of the Owners. The covenants, restrictions and other provisions of this Declaration may be amended and/or added restrictions may be placed upon the property by instrument executed by not less than 75% of the Owners.

3. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height, private attached or detached garage, or carport for not more than three (3) cars. The construction of any apartment house, duplex, hotel, or any other type of multi-family structure or business establishment of any kind, or character, is expressly prohibited. Out-buildings for single family use may be built only when the plans therefor are approved in writing by the Architectural Control Committee.

4. No house, dwelling and/or structure of any kind or character whatsoever may be moved upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition.

5. No temporary dwelling, shop, or trailer, or residence of a temporary character shall be permitted on any lot. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvement and then such material shall be placed or stored within the property line of the lot upon which the improvements are to be erected.

6. There shall not be erected on any lot a residence whose quality of structure and finish does not meet minimum property standards established by the building Code of Hood County, Texas nor shall any alteration or addition to any residence be made which does not meet the minimum property standards.

7. The main dwelling of every residence constructed on lots of this addition shall have a minimum of 1,200 square feet of living area, exclusive of porches and garages.

8. The exterior walls of each house constructed in said addition shall be 7 1/2" masonry stone or brick construction on the first floor or living area. Provided however, in determining the exterior wall area walls of side of porch, breezeways and eaves shall not be counted or classified as exterior walls. There can be no construction with aluminum sides or hadite blocks.

9. All roofs and dwellings or accessory buildings shall be constructed with roofing material that is approved by the Architectural Control Committee.

10. Chain-link fences shall be permitted; or wood or masonry constructions. Such fences shall not be of such height in excess of six (6) feet. No fence shall be erected or maintained on any lot or plot nearer the front street than the front wall of the residence building, and on all corner lots, not nearer the side street than the building line as shown on said plat.

11. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. All houses and structures permitted under these restrictions shall be completed within eight (8) months after construction is started.

12. If any lot is improved for occupancy same shall not be occupied or continued to be occupied unless and until the premises are connected in a proper way with the city sewerage system.

13. All residences will face the front line of the lot and conform with and not protrude forward of the building lines as set forth on the dedicated plat. There shall be a sideyard having a width of at least 5.0 feet and no building shall be located within the aforesaid side yard. All other restrictions, including the rear lot line, shall be governed by the Building Code of Hood County.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept in the sub-division except for dogs, cats or other household pets, in reasonable numbers and for other than commercial purposes.

15. Grass, weeds, and vegetation on each lot in this addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the developer of said addition, until the development is sold out, and then any duly constituted authority, may have the grass, weeds and vegetation cut when, and as often as necessary in his judgment, and the owner of said property shall be obligated to reimburse him of cost of such work.

16. All trash, ashes, residues, and garbage must be collected in suitable covered containers and moved from the lot regularly by the garbage service licensee of Hood County, which service each lot owner shall subscribe to. No trash or garbage may be disposed of by burning on any of the aforesaid lots. No trash, ashes, or other residue may be thrown or dumped on any lot in this addition, or allowed to remain scattered thereon.

17. No noxious or offensive trade or activity shall be carried on upon any lot or lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

18. Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

19. No Campers or any type of motorhomes may be regularly stored or parked in the front yard, in street or side yard of any lot in this addition except for the rear one-third (1/3) of the inside side yard, provided it is enclosed on all four sides by a six (6) foot wooden or acceptable masonry fence approved by the Architectural Control Committee.

20. The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property, is permitted, provided it does not exceed 1 x 5 feet in size and further excepted are subdivision development signs and they are specifically not included in these restrictions.

21. With the prior written approval of the Architectural Control Committee, a contractor (sub-contractors not included) who is constructing houses on the aforesaid lots covered by these restrictions may construct, a building on a temporary basis to aid his construction work; provided, however, the building must be removed by the time the last house is built in this development.

22. These Restrictions are for the benefit of and shall inure to each and every property owner in this addition, and may be enforced by any one or more of such property owners.

23. Invalidity of any one of those covenants, stipulations, conditions or restrictions herein contained, by judgment or Court order, shall in no way affect any of the other provisions but all of the said provisions shall remain in full force and effect.

24. No mobile homes or modular homes shall be constructed on any of these lots.

25. All utilities installed by owners shall be underground including but not limited to electric, telephone and cable television.

26. These lots are within the M.U.D. which has taxing right and furnish and install sewer and water to the addition. All lots will pay their tap fees direct and will be subject to the taxation rights of said District.

27. These restrictions do not apply to Tracts "A" and "B" Block 1, The Bluffs on Lake Granbury as shown on said Plat but said Tracts are left free and clear of restrictions.

28. This addition and lots are subject to the Brazos River Authority Regulations and Easements.

## II. RIGHT TO ENDORSE RESTRICTIONS

1. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans, specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony or exterior design with existing structures, and as to the location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 2 below. The Architectural Control Committee shall have the right to waive any Restrictions herein provided insofar as the same pertains to type of roof or quality of masonry to be used provided that the appraised value of the proposed house is not less than \$50,000.00.

... Article 11.01. Control Committee. Members:

Officers of Foster-Vick Development Corporation

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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure: Committee's approval or disapproval as required by this covenant shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 10 days after plot, specifications and plot plan have been submitted or if or in any event if as a result to enjoin the construction and such sentences prior to the completion thereof, approval will not be required and the restrictive covenants herein contained shall be deemed to have been fully complied with. After sale the owners of lots shall elect a three man committee for three years on staggered terms.

EXECUTED to be effective the 6th day of October, 1983.

FOSTER-VICK DEVELOPMENT CORPORATION, INC.

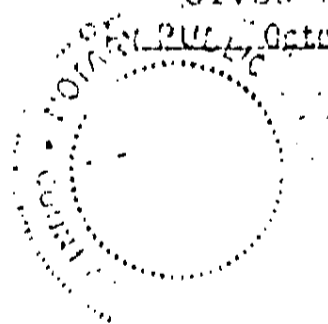
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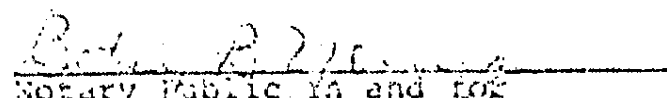
STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael Applegate, 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 and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of October, 1983.

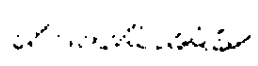


  
Notary Public in and for  
Tarrant County, Texas


My Commission Expires: June 1985

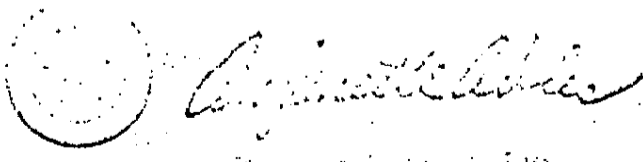
FILED FOR RECORD  
AT 10:00 P.M.

OCT 07 1983

  
Clerk County Court, Hood County, TX.

STATE OF TEXAS )  
COUNTY OF HOOD,





Southwest Land - Mill Co.  
19.1 DUTMAN AVE.  
FT. WORTH TX. 76102