

11172

DECLARATION OF COVENANTS AND RESTRICTIONS
THE HILLS OF GRANBURY, PHASE II
HOOD COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HOOD §

THIS DECLARATION, made on the date hereinafter set forth by Hill Country Investment Company, A Joint Venture hereinafter referred to as "Declarant"

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a community with designated "Lots", for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community, and, to this end, desires to subject the real property described in Article II, to the covenants, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, hereinafter set forth.

ARTICLE I

Section 1. Easements.

(a) Dedicator reserves for itself, its successors and assigns, a ten foot (10') utility easement along the street and rear lines and a five foot (5') utility easement along the side lines of the lots shown on the subdivision plat.

(b) The five foot (5') utility easements shall also serve as a drainage easement along the common side lot line of Lot 5 and 6, Block 4, as shown on the subdivision plat.

Section 2. Installation and Maintenance. There is hereby created for said easements a right and privilege for ingress and egress in connection with installing, replacing and repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones and electricity. By virtue of said easements, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure.

ARTICLE II

Property Subject to this Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration consists of the following:

Lots 4 through 10, Block 1; Lots 9 through 15, Block 2; and Lots 1 through 6, Block 4, The Hills of Granbury, Phase II, a subdivision in Hood County, Texas, according to the plat recorded at Slide A-~~2976~~, Plat Records, Hood County, Texas; and any further phases of The Hills of Granbury addition brought under this declaration by a supplemental declaration filed in the Real Records of Hood County, Texas.

Section 2. Mineral Exception. There is hereby excepted from the Properties and Declarant will hereafter except from all its sales and conveyances of the Properties, or any part thereof, including the Lots, all oil, gas and other minerals in, on, and under the Properties.

Copy provided by Central Texas Title

ARTICLE III

Section 1. Construction Requirements.

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot, on the exterior wall area, including detached garages. All residential dwellings shall contain an exterior of not less than fifty (50%) percent masonry on the outside appearance.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than six (6) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties, except for unattached workshop or outbuilding.

Section 2. Size of Residences. No residential structure erected on any Lot shall have more than two (2) stories. No residential structure with an exterior area of less than 1,150 square feet, exclusive of the area of attached garages, or porches, shall be erected on any Lot.

Section 3. Building Location. No part of the main structure shall be located nearer to any front Lot line than twenty-five (25) feet.

ARTICLE IV

Building and Use Restrictions

Section 1. Residential Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances, and no structure shall be occupied or used until the exterior construction thereof is completed.

Section 2. Single Family Residential Use. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single family residence for the owner or his tenant and their families. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, or shack shall be placed on any lot, either temporarily or permanently. No residence house, garage or other structure appurtenant thereto, shall be moved upon any lot from another location. Storage buildings may be allowed in the subdivision provided such buildings are compatible with the surrounding architecture or screened from public view.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. Declarant shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, and abandoned or junk vehicles shall be permitted to be parked on any Lot, (except in the garage), or on any street. This shall not exclude however the parking of conventionally built motor homes, or travel trailers, provided they are parked on driveways and not streets. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street or within the view of the public. The use or discharge of firearms, firecrackers or other fireworks in the Properties is prohibited.

Section 5. Animals. No animals, livestock, caged wild animals or poultry of any kind shall be raised, bred, or kept on any Lot except (a) that dogs, cats,

or other common household pets [not to exceed three (3) adult animals] may be kept, but they shall not be bred or kept for commercial purposes, and (b) a maximum of two (2) head of cattle or horses per lot.

Section 6. Garbage and Refuse Storage and Disposal. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lots shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition.

Section 7. Resubdivision. No Lot shall be resubdivided unless approved in writing by the Declarant.

Section 8. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

ARTICLE V

General Provisions

Section 1. Duration. 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 Declarant or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns. All of the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator until January 1, 2010, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2010, the owners of the beneficial title to a majority of the tracts herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, release any tract or tracts from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part, except that no such change shall affect or impair the rights and privileges retained by Dedicator with respect to any other land owned by Dedicator or change or modify any covenant or agreement of any tract owner with respect to any such land.

Section 2. Enforcement. The Declarant, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Declarant or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. Notwithstanding anything herein contained to the contrary, these restrictions and covenants may be amended at anytime by Dedicator as to tracts remaining unsold by Dedicator, and as to all tracts in this subdivision, whether sold by Dedicator or not, prior to such time as two-thirds (2/3) of the total number of tracts hereunder are sold.

Section 4. Interpretation. If this Declaration or any word clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Gender and Grammar. The singular wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 6. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner effect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

ARTICLE VII

Ratification: Lienholders

Stephenville Bank and Trust the owner and holder of liens covering all the properties, have executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants and restrictions, and the platting recorded at Slide A-_____, Plat Records, Hood County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has executed this Declaration to be effective, this 8 day of October, 1986.

STEPHENVILLE BANK AND TRUST

By: Ken Luker

ATTEST:

By: Pat Copeland

HILL COUNTRY INVESTMENT COMPANY,
A JOINT VENTURE COMPOSED OF

5-T ENTERPRISES, INC.

By: Ike Thomas
Ike Thomas, President

GARRY PROPERTIES, INC.

By: Garry Z. Luker
Garry Z. Luker, President

SUNCHASE DEVELOPMENT COMPANY

By: Garry Z. Luker
Garry Z. Luker, President

THE STATE OF TEXAS
COUNTY OF HOOD

*This instrument was acknowledged before me on October 8, 1986 by Ike Thomas, President of 5-T Enterprises, Inc. a Texas corporation, on behalf of said Corporation.
My Commission Expires: 11-13-89

Kim Cooper
Notary Public, State of Texas
Notary's Printed Name
Kim COOPER

THE STATE OF TEXAS
COUNTY OF HOOD

This instrument was acknowledged before me on October 8, 1986 by Garry Z. Luker, President of Garry Properties, Inc. and Sunchase Development Company, Texas corporations, on behalf of said Corporations.
My Commission Expires: 10/19/89

Loris M. Woolard
Notary Public, State of Texas
Notary's Printed Name:
LORIS M. WOOLARD

THE STATE OF TEXAS
COUNTY OF HOOD

This instrument was acknowledged before me on Oct. 9th 1986 by Ken Luker of Stephenville Bank and Trust, Texas corporation, on behalf of said Corporation.
My Commission Expires: 11-20-89

Pat Copeland
Notary Public, State of Texas
Notary's Printed Name: PAT COPELAND

NOTICE

BEGINNING JANUARY 1, 1986

TO ALL APPLICANTS: to obtain a permit to construct a waste water disposal system in Hood County you must furnish to the Licensing Authority the following:

1. A copy of Percolation Tests performed by a professional registered engineer, professional registered sanitarian or similar qualified person approved by the Hood County Licensing Authority.
2. A properly completed application form, notarized.
3. The required fee of \$75.00.
4. A drawing or drawings reflecting that the proposed Private Sewage Facility will comply with the rules, and demonstrating that the lot or tract is large enough for a Private Sewage Facility to be constructed thereon.
5. A statement or other evidence that demonstrates that the requirements set forth in chap. 6.01 of these rules have been met.
6. Any additional information that the Licensing Authority may require.
7. The applicant or installer will give at least 24 hour notice to the inspector before an inspection is desired.
8. The applicant or installer will give to the inspector, adequate instructions and directions to the site requiring an inspection or will accompany the inspector if requested.
9. When an applicant or installer request an inspection by the Health Dept. Inspector for a specific time, the inspector will grant an additional 30 minute waiting time for job completion for inspection. An additional \$10.00 charge will be assessed for any extra waiting time or if a second trip by the inspector is required.
10. Any repair or modification of 25% or more of an existing unlicensed sewage system will require a Permit and License and must meet all the state and county requirements governing a Private Sewage System.
11. The applicant and installer will be equally responsible for failure to meet all the requirements found in the Texas Dept. of Health Construction Standards For a Private Sewage Facility, Article 4477-1.

STATE OF TEXAS
COUNTY OF HOOD

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 OFFICIAL PUBLIC RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown hereon.



Anjanette Ables
ANJANETTE ABLES, County Clerk
Hood County, Texas

FILED FOR RECORD
AT 1:50 P.M.

OCT 14 1986

Anjanette Ables

Clerk County Court, Hood County, TX.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

HILL Country INV.
RT 3 Box 487
GRANBURY, TX 76049