

COUNTY CLERK'S MEMORANDUM
PORTIONS OF THIS DOCUMENT NOT REPRODUCIBLE WHEN RECORDED
DECLARATION OF COVENANTS AND RESTRICTIONS
PHASE IV, THE HILLS OF GRANBURY
HOOD COUNTY, TEXAS

VOL 1105 PAGE 772

THE STATE OF TEXAS
COUNTY OF HOOD

00887

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 for the benefit of the present and future owners of said Lot; and

Whereas, Declarant desires to provide for the preservation of the values on said Lot, 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. Declarator reserves for itself, its successors and assigns, ten foot(10.0') utility easement along the street and rear lines and a five foot(5.0') utility easement along the side lines of the lot 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 gas, 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 Property 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:

Lot 1, Block 6, Phase IV, The Hills of Granbury, a subdivision Hood County Texas according to the plat thereof as recorded in Slide Plat Records, Hood County, Texas being approx. 3.5 acres out of the John Bolden Survey Abst. R 59, Hood County, Texas.

SECTION 2. GENERAL EXCEPTION. There is hereby a cepte Property and Declarant will hereafter except from all its sales and conveyances of the Property, or any part thereof, including the Lot, gas and other minerals in, on, and under the Property.

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SECTION 1. CONSTRUCTION REQUIREMENTS

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on the lot.

(b) All exterior construction of the any structure and any other appurtenances or appendages of every kind and character on the Lot and all interior construction shall be completed not later than six(6) months following the commencement of construction. For purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) Private waste disposal system must meet the State Health Departments construction standards governing private water waste disposal. Percolation tests and construction permits must be obtained before construction begins. (See exhibit A attached)

SECTION 2. BUILDING LOCATION. No part of any structure shall be located nearer to the front Lot line than twenty-five (25) feet.

SECTION 3. There shall be no deviation from these requirements unless consent is given by Declarant in writing.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. APPROVAL OF PLANS. No building, structures, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein shall be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Architectural Control Committee (A.C.C.) constituted as provided herein. The submitted plans and specifications shall specify, in such form as the A.C.C. may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. The failure of the A.C.C. to approve or disapprove such plans and specifications shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on the Properties in a manner inconsistent with any provisions of this Declaration. Without limitation of the powers herein granted, the A.C.C. shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices. The A.C.C. also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the A.C.C., with the design or overall character and aesthetics of the Properties.

SECTION 2. COMMITTEE MEMBERSHIP. The A.C.C. shall be originally composed of Hill Country Investment Company, A Joint Venture who shall designate a representative or representatives to act for them. The term "Architectural Control Committee" or "A.C.C." as used herein shall mean the person or persons

above, their assigns as permitted herein, or the Committees designated representative (s) I. In the event of death or resignation of any member or members of the A.C.C., the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the A.C.C. as provided herein, or to designate a representative with like right, authority and power.

ARTICLE V

BUILDING AND USE RESTRICTIONS

SECTION 1. No building or other structure shall be built, placed, constructed, reconstructed, or altered on the Lot other than a residential use building the design of which is for a single family dwelling, no structure shall be occupied or used until the exterior construction thereof is completed.

SECTION 2. USE. This Lot shall be used only for residential purposes. Unless specific use waiver is given in writing by Declarant.

SECTION 3. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, mobile, modular or prefabricated home, tent, or shack shall be placed on the lot, either temporarily or permanently. No structure shall be moved upon the lot from another location.

SECTION 4. NUISANCE. No noxious or offensive activity shall be carried on or permitted upon the Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to the other Owner. Declarant shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance.

SECTION 5. ANIMALS. No animals, livestock, caged wild animals or poultry of any kind shall be raised, bred, or kept for commercial or business purposes. All animals shall be maintained upon the property, restricted to the confines of the Lot, by fences adequate to contain such animals. No deviation from these restrictions will be permitted unless prior written consent is given by the Declarant.

SECTION 6. GARBAGE AND REFUSE STORAGE AND DISPOSAL. The Lot shall at all times be kept in a healthful, sanitary and attractive condition. The Lot shall not be used or maintained as a dumping grounds for garbage, trash, junk or other 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. The Lot shall not be resubdivided unless approved in writing by the Declarant.

SECTION 8. LOT MAINTENANCE. The Owners or occupants of a lot shall at all times keep weed and grass thereon cut in a sanitary, healthful and attractive manner.

ARTICLE VI

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 and 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 owner of the beneficial title to the tract herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, release the tract 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.

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, as a waiver is constituted only by a written instrument given by Declarant.

SECTION 3. AMENDMENTS BY DECLARANT. Notwithstanding anything herein contained to the contrary, these restrictions and covenants may be amended at any time by Dedicator if the Lot is owned by Dedicator.

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 than the interpretation that 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 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has executed this Declaration to be effective, this 14th day of JANUARY, 1987.

This instrument was acknowledged before me on January 14th, 1987 by Ike Thomas, President of S-T Enterprises, Inc.; Garry Z. Luker, President of Garry Properties, Inc. and Sunchay Development Company, Texas Corporations, on behalf of said corporations.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
[Signature]

My Commission Expires: 12-22-90

HILL COUNTRY INVESTMENT COMPANY,
A JOINT VENTURE COMPOSED OF
S-T ENTERPRISES, INC.

BY: *[Signature]*
IKE THOMAS, PRESIDENT

GARRY PROPERTIES, INC.

BY: *[Signature]*
GARRY Z. LUKER, PRESIDENT

SUNCHAY DEVELOPMENT COMPANY

BY: *[Signature]*
GARRY Z. LUKER, PRESIDENT

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

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.

FILED FOR RECORD
AT 2:20 P.M.

JAN 28 1987

Christina ...
Clerk County Court, Hood County, TX.

SUSAN COUCH
RT. 3. BOX
GRANBAY TX 76048