

RESTRICTIONS

C8-11-16-01 (P)
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2-57-9602

THE STATE OF TEXAS \$
MAY 9-81 4759 * 13.00
COUNTY OF TRAVIS \$

Gulfmont Management Company, a Texas corporation ("Developer") is the owner of that certain real property in Travis County, Texas, known as Glenlake Phase Two ("the Subdivision"), as shown by map or plat thereof, recorded in Vol. 80, Pages 383-387, Plat Records of Travis County, Texas, to which map or plat, and the record thereof, reference is here made for all purposes.

Developer desires to create and carry out a uniform plan for the improvement and development of all of the sites in the Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, Developer hereby adopts and establishes the following restrictions, covenants and easements (all of which are sometimes referred to herein as the "restrictions") to apply to the use, improvement, occupancy, and conveyance of all lots in the Subdivision, including the dedicated roads and streets therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract of deed):

SUBDIVISION RESTRICTIONS

1. Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except that the Developer has the option at any time to designate one or more lots not theretofore conveyed by Developer for use as a Park. There may also be constructed a garage, servants' quarters, and/or guest's quarters, so long as the same are connected (by covered breezeway or otherwise) with, and used in conjunction with, each single-family, private residence. Unless the Architectural Control Committee referred to in 3, below, gives express advance written approval for an exception, no garage or carport shall face the street on which the lot fronts. Developer shall have the right to maintain an office within the Subdivision on any lot so selected, from time to time by Developer.

2. Lot area. No lot shall be re-subdivided without the specific prior approval of the Architectural Control Committee.

3. Architectural Control Committee. An Architectural Control Committee shall be appointed, from time to time, by Developer, with the advice of residents in the Subdivision. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure for all owners, harmony of aesthetic values of external design with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. The Committee shall not be held responsible for any loss or damage, or be liable in any way whatsoever for any errors or defects which may or may not be shown on plans and specifications submitted to the Committee for approval, or in any building or structure erected in accordance with such plans and specifications or otherwise. Notwithstanding anything else herein to the contrary, the Architectural Control Committee shall have the right, power and authority to authorize a variation or

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modification from any restrictions contained in Sections 4 and 17, below, as may be applicable to any lot, when in the opinion of the Architectural Control Committee such modification or variation shall not detract from the quality or attractiveness of the property, or when unusual characteristics of a lot (such as shape or topography) warrant a variation. Such authorization must be in writing.

4. Structures.

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a. No more than one dwelling shall be built on any one lot; and no dwelling shall be built or shall remain on any lot, having a floor area of less than 1,800 square feet of which at least 1,440 square feet would be ground floor area (all dimensions measured to exterior walls), exclusive of attached garages or other similar appendages.

b. No improvements shall be placed or altered on any lot until the building plans, specifications and plot plans showing the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. If the Architectural Control Committee disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Such notice must set forth in detail the elements disapproved, and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

c. No structure shall be used until the exterior thereof, is approved pursuant to b, above, and sanitary sewerage disposal facilities, as referred to in Section 16, below, are completely finished.

d. No structure shall be located on any lot nearer than fifty (50) feet to any exterior lot line (i.e., any street), nor nearer than twenty-five (25) feet to any interior lot line as measured from the extremities of the roof overhang, -- provided, however, that the setback lines may be relaxed by the Architectural Control Committee if (in its sole opinion) the prescribed distances are not feasible; and if one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.

e. No structure shall be placed on any lot which (by reason of high walls or fences, excessive height or especially peaked roof design) unreasonably will obscure the view of Lake Austin from a dwelling located or reasonably to be located upon an abutting lot (and, for this purpose, "abutting lot" includes a lot separated only by a street).

f. No trailer, tent, shack, garage, barn or other out-building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved

onto or permitted to remain on any lot, except during construction of permanent structures, and except as to Developer's office as referred to in 1, above.

g. With reasonable diligence, and in all events within twelve (12) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed.

h. No fence, wall or hedge or radio or television aeriels or antennae shall be built at any location on any lot prior to submitting a detailed drawing to the Architectural Control Committee and obtaining its written approval thereof. No "ranch-type" fencing such as barbed wire or sheep and goat wire shall be permitted.

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5. Signs. No "For Sale" or "For Rent" signs may be displayed without the prior written approval of Developer; and no other type of sign or advertising may be displayed on any lot. Developer, if it maintains an office within the Subdivision, shall have the right to erect and maintain on the property such signs as it may deem necessary or proper.

6. Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

7. Firearms. The use or discharge of firearms is expressly prohibited within the Subdivision.

8. Garbage and trash disposal. No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and slightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator; and, unless so burned, the same shall be removed by the lot owner to a location outside the Subdivision or to a location designated by the Developer.

9. Storage of materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Upon specific written approval of the Architectural Control Committee, which approval may be limited as to time, a horse or horses may be kept on a lot or lots.

11. Drainage structures. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

12. Unightly storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No outside clothesline shall be

placed on any lot and no unsightly vehicles shall be kept on any lot unless the same are fully screened from the view of the public and other residents in the Subdivision.

13. Off-street parking. Before and after occupancy of a dwelling on any lot, the owner must provide appropriate off-the-street parking for all his vehicles.

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14. Grass and weeds. The owner of each lot shall keep vegetation (except as part of a landscaping plan approved by the Architectural Control Committee), trimmed so that the same shall remain in a neat and attractive condition; upon any failure of the owner to do so within thirty (30) days after notice to said owner of such condition, then Developer or its agent may enter upon said lot to remove, cut or trim the same at the expense of the owner, -- provided that the cost to owner shall not exceed One Hundred Dollars (\$100.00) per lot annually.

15. Oil, Gas and Mineral Development. No oil or gas drilling or development operations or oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands. No derrick or other structure designed for use in boring or drilling for oil or gas shall be erected or maintained upon any part of the lands included in the Subdivision.

16. Sewerage. No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into the waters of Lake Austin. Every dwelling shall have an individual sewerage disposal system which meets or exceeds the minimum standards of State and County health regulations. The drainage of any other sewerage disposal facilities into any road, ditch, or surface easement, either directly or indirectly, is prohibited.

17. Easements, etc. Developer hereby reserves a right-of-way and easement ten (10) feet wide from the property line adjacent to the street along the front lot line of each lot for any and all utilities, drainage, television or communication cables. These perpetual easements are reserved across the lots in the Subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewerage, gas, telephone and similar utility facilities and services for all the lots and properties in the Subdivision. Access may be had at all reasonable times thereto for maintenance, repair and replacement purposes, without the lot owner being entitled to any compensation or redress by reason of the fact that such maintenance repair or replacement work has proceeded. Developer further reserves an easement under and above all roads and streets in the Subdivision for the purpose of installing, operating and maintaining any and all improvements in connection with utility and drainage easements. Developer reserves the right to re-design and change easements for utility and similar purposes, subject to the land use plan design and dwellings to be built thereon. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by the

Developer in the vicinity thereof, and shall also inure to the benefit of and may be used by any private or public utility company entering into and upon said property for the purposes set forth in this Section 17.

18. Covenants running with the land. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the same; and in order to prevent a breach or to enforce the observance or performance of the same, Developer shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.

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19. Partial invalidity. Invalidation of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc. -- all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

20. Amendment. By instrument filed in the Deed Records of Travis County, Texas, the restrictions may be amended at any time prior to December 31, 1981, by Developer. Thereafter, amendment may be made by lot owners who represent ownership of three-fourths or more of the total number of lots in the Subdivision.

21. Duration of Restrictions.

a. The restrictions herein provided for and adopted shall remain in full force and effect until December 31, 2008.

b. At the end of the terms provided in a, above, and at the end of each ten (10) year extension herein provided, the restrictions herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the lots in the Subdivision and shall have been recorded in the office of the County Clerk of Travis County, Texas, agreeing to change said restrictions, in whole or in part.

EXECUTED this 24 day of April, 1981

GULFMONT MANAGEMENT COMPANY

(NO SEAL)

By: Lee Blocker
Lee Blocker, President

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THE STATE OF TEXAS |

COUNTY OF TRAVIS |

2-57-9607

BEFORE ME, the undersigned authority, on this day personally appeared LEE BLOCKER, President of Gulfmont Management Company, a corporation, 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 considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of April, 1981.

NOTARY SEAL

Redger P. Loaman
Redger P. Loaman
Notary Public in and for
Travis County, Texas

FILED

MAY 19 9 10 AM '81

James H. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the record indexes
of Travis County, Texas, as stamped herein by me, on
MAY 19 1981
James H. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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