

THE STATE OF TEXAS
COUNTY OF TRAVIS

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**RESTRICTIVE COVENANTS
GATE HOLLOW ESTATES ADDITION,
BLOCK A, LOTS 1-8**

This Declaration of Restrictions, made this _____ day of _____, 2006, by the undersigned, **GREGORY A. ATTWOOD and KIMBERLY A. ATTWOOD**, herein collectively called Declarant,

W I T N E S S E T H:

Declarant is the owner of all lots located in **GATE HOLLOW ESTATES ADDITION, BLOCK A, LOTS 1-8**, a Subdivision in Travis County, Texas, 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.

I.

PROPERTY SUBJECT TO THE DECLARATION

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 **GATE HOLLOW ESTATES ADDITION, BLOCK A, LOTS 1-8**, a Subdivision in Travis County, Texas, as shown by the map or plat thereof of record in the office of the County Clerk of Travis County, Texas, reference to which plat and its record reference is here made.

II.

COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, AND CHARGES

All lots in **GATE HOLLOW ESTATES ADDITION, BLOCK A, LOTS 1-8**, are hereby encumbered by the covenants, conditions, restrictions, reservations, and charges hereinafter set forth to ensure 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 residence purposes, except for the specific usage of lots 7 and 8 of such subdivision as hereinafter set out. No residence shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. No building shall remain uncompleted for more than one year after construction has been commenced. No modular home or any non-on-site manufactured home shall be placed on any lot.

B. Dwelling Size. No dwelling shall be erected on any lot containing less than 2,500 square feet of finished, heated living space. The height of any residence shall not exceed thirty-five (35) feet.

C. Masonry. Each dwelling shall have not less than 75% of its exterior walls of masonry construction and all dwellings shall be of recognized, standard construction and materials. The masonry shall be composed of rock, brick or stucco.

D. Slab Foundation. No dwelling shall be erected on any lot unless such dwelling has a concrete slab foundation.

E. Setbacks, Fences and Easements. The front of each residence shall be set back at least twenty-five (25) feet from the street and at least twenty-five (25) feet from the side and rear lot lines.

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. No junk or abandoned automobiles shall be permitted to remain on any lot in this subdivision, nor on any public thoroughfare adjacent to said lot. No inoperable automobiles shall remain on any lot in this subdivision or in the street adjacent to the lot for more than seven days. No refuse, scrap or junk shall be allowed to accumulate on any lot.

G. Temporary Structures and Outbuildings. 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.

H. Signs and Easements for 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, and except that signs may be used by builders or brokers to advertise property in this subdivision for sale.

I. Oil and Mining Operations. No quarrying, mining or excavating shall be conducted on any lot nor shall timber be removed therefrom except where necessary for the construction of dwellings.

J. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. No swine or chickens shall be raised, bred or kept on any lot. Not more than two dogs per lot shall be permitted. All animals, including household pets, shall be kept within the confines of owner's fence, and no animals will be permitted until a fence for such purpose has been erected.

K. Hunting. No hunting shall be permitted on any lot, and no firearms shall be discharged.

L. Driveways. A thirty (30) foot by fifty (50) foot joint access easement exists as set out on the plat of record between Lots 1 and 2, between Lots 3 and 4, between Lots 5 and 6, and between Lots 7 and 8. The joint access easement shall be used as a driveway and shall be paved with concrete as required by the Village of Volente, Texas, or by such other substances as may be accepted by the Village of Volente.

M. Business Activity. No commercial or business use or activity shall be permitted on any lot, except that Lots 7 and 8 may be used for park purposes and entry-way purposes as hereinafter set out.

N. Private Ways. The properties covered by these Restrictive Covenants are also a part of Lake Travis Subdivision No. 6, a Subdivision of record in Book 4, Page 157, Plat Records of Travis County, Texas. Such private ways are not for the exclusive use of owners of **GATE HOLLOW ESTATES ADDITION, BLOCK A, LOTS 1-8**, but other parties in Lake Travis Subdivision No. 6 are also permitted to use said private ways.

O. Specific Usage for Lots 7 and 8. Declarant shall have the right to sell and convey Lots 7 and 8 of this Subdivision to the owners of an adjacent subdivision for park purposes and entry-way purposes, and in such event, Paragraphs A, B, C, D and E of Article II shall not apply to Lots 7 and 8. Declarant shall record a waiver of those paragraphs in this Article II and unless and until such waiver is recorded, the said Lots 7 and 8 shall remain fully covered by these restrictions to the same extent as Lots 1-6 are covered.

III.

ARCHITECTURAL CONTROL COMMITTEE

For a period of twenty 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, setbacks and landscaping 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 initially be composed of **Gregory A. Attwood and Kimberly A. Attwood** who shall serve for a period of one (1) year from date hereof. Upon the expiration of one (1) year from date hereof, Declarant will notify the owners of the lots in this subdivision of their opportunity to elect successor members of the Committee, such successor members not to exceed three (3) in number.

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 plat 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 five days after the same have been submitted to the Committee, then in that event the same shall be deemed approved.

Anything herein to the contrary notwithstanding, the Committee is hereby authorized, at its sole discretion, to waive any requirement or restriction set forth herein as pertains to any lot or lots covered hereby, but such waiver shall not constitute a waiver or release of any such restriction as pertains to any other lot or lots.

IV.

TERM

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 (25) years from date hereof, at which time such covenants shall be automatically

extended for successive periods of ten (10) years each, unless by 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 **GATE HOLLOW ESTATES ADDITION, BLOCK A, LOTS 1-8**, 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 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.

VII.

NUMBER AND GENDER

The singular shall be treated as a 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 _____ day of _____, 2006.

Gregory A. Attwood

Kimberly A. Attwood

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The foregoing instrument was acknowledged before me on the _____ day of _____, 2006, by **Gregory A. Attwood and Kimberly A. Attwood.**

Notary Public - State of Texas
My commission expires:
Typed or printed name:

