

PROTECTIVE COVENANTS AND CONDITIONS
OF
GRAND OAKS

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THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.) WHEREAS, PROCHNOW ENTERPRISES,
a called "Developer", is the record owner of the tracts and parcels of land numbered 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 22, 23, 24, and 25, upon that certain Map or Plat filed for record in Volume 1, Page 64, of the Map and Plat Records of Gillespie County, Texas, on the 16th day of July, 1979, which said Map or Plat is hereby referred to and is made a part hereof for all purposes; and,

WHEREAS, these Restrictions, Covenants and Conditions are established for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of Grand Oaks, and for the further purpose of preserving the natural beauty of the land, all for the mutual benefit of the Owners of same:

NOW, THEREFORE, PROCHNOW ENTERPRISES, does hereby dedicate the land described on the aforesaid Map and Plat of GRAND OAKS on file with the County Clerk of Gillespie County, Texas, to which reference is hereby made for all purposes, and agrees that said land is held and shall hereafter be conveyed SUBJECT to the following Restrictions, Protective Covenants and Conditions. Said Restrictions, Covenants and Conditions shall be construed as covenants running with said land and binding upon the Developer, its successors and assigns, and all owners or purchasers of said property, their heirs, successors, executors, administrators and assigns.

Said Restrictions, Covenants and Conditions are as follows, to-wit:

1. All tracts shall be used solely for residential purposes, except that "home type" businesses are allowed, provided, such business does not rely upon walk in sales.

2. No building other than a single family residence containing at least 1200 square feet, or a duplex of at least 2000 square feet, exclusive of porches, breezeways, carports and garages shall be erected or constructed on any of the original tracts, except as further permitted herein.

In addition to above, servant quarters, or a guest house and/or other outbuildings may be constructed on the property after or simultaneously with the residence.

The exterior of buildings shall be completed not later than twelve (12) months after laying the foundation of the building.

3. Any original tract may be resubdivided, provided however, that no such resubdivision of any original tract shall result in a single tract of less than two and one-half (2½) acres, and no more than one duplex or one single family residence shall be constructed or contained on any such two and one-half (2½) acre tract.

4. No building shall be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other disposal system approved by the County and/or State Health Department. No outside toilets or cesspools shall be permitted.

5. No building shall be moved onto any tract without first obtaining permission in writing from the Developer or if the Developer fails to act, by written consent of the majority of tract owners, each tract owner having one vote per tract.

6. No mobile home shall be used as a dwelling nor stored on any tract. Upon application in writing, the Developer may make limited exceptions in tracts larger than seven (7) acres, well wooded and wherein the mobile home will be located in the rear half of the tract and the Buyer agrees in writing to not further redivided such tract while the mobile home is in place.

7. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreational vehicle on the premises, so long as it is not used as a permanent dwelling.

8. No swine shall be kept on any tract. Other livestock, stocked at a reasonable stocking rate, pets and poultry shall be permitted provided said livestock is sheltered and kept within the boundaries of said tract. There shall be no commercial feeding operations and/or no commercial breeding of animals conducted thereon.

9. Property shall be kept free of litter and no junk or in-operative vehicles may be stored on any tract or street.

10. No improvements shall be erected on any tract nearer than 50 feet from the front property line nor shall there be any septic lines, wells or improvements nearer than ten (10) feet from any side property line, excepting approved fences.

11. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood.

12. The Developer reserves unto itself and its' assigns, a ten foot easement for utility purposes along each boundary of the property.

13. All fences to be erected shall be professional in appearance, shall have at least the equivalent of five (5) barb wire strands and shall have a minimum height of 42 inches.

The restrictions described herein shall continue in force until January 1, 1989, and thereafter until changed by the majority of the property owners, each property owner having one (1) vote.

If the owner of any tract violates any of these restrictions, it shall be lawful for the Developer or any individual or group of persons owning property in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from doing so or to recover damages or other dues for such violation.

EXECUTED this the 16th day of July,
A. D., 1979.

PROCHNOW ENTERPRISES

By:

Marvin W. Prochnow
Marvin W. Prochnow, General
Partner

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.)

BEFORE ME, the undersigned authority, on this day personally appeared Marvin W. Prochnow, a member of the partnership firm of Prochnow Enterprises, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of Prochnow Enterprises, a General Partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, on this the 16th
day of July, A.D., 1979.

Joan A. Yeld
Notary Public in and for Gillespie
County, Texas.

JAN 1980
GILLESPIE COUNTY, TEXAS

Filed for record in my office the 16th day of July A.D. 1979 at 3:29
o'clock P.M. and duly recorded the 18th day of July A.D. 1979 at 1:38
o'clock P.M. in Volume 130, pages 38-40, Deed Records.

Doris Lange, Clerk, County Court, Gillespie County, Texas.