

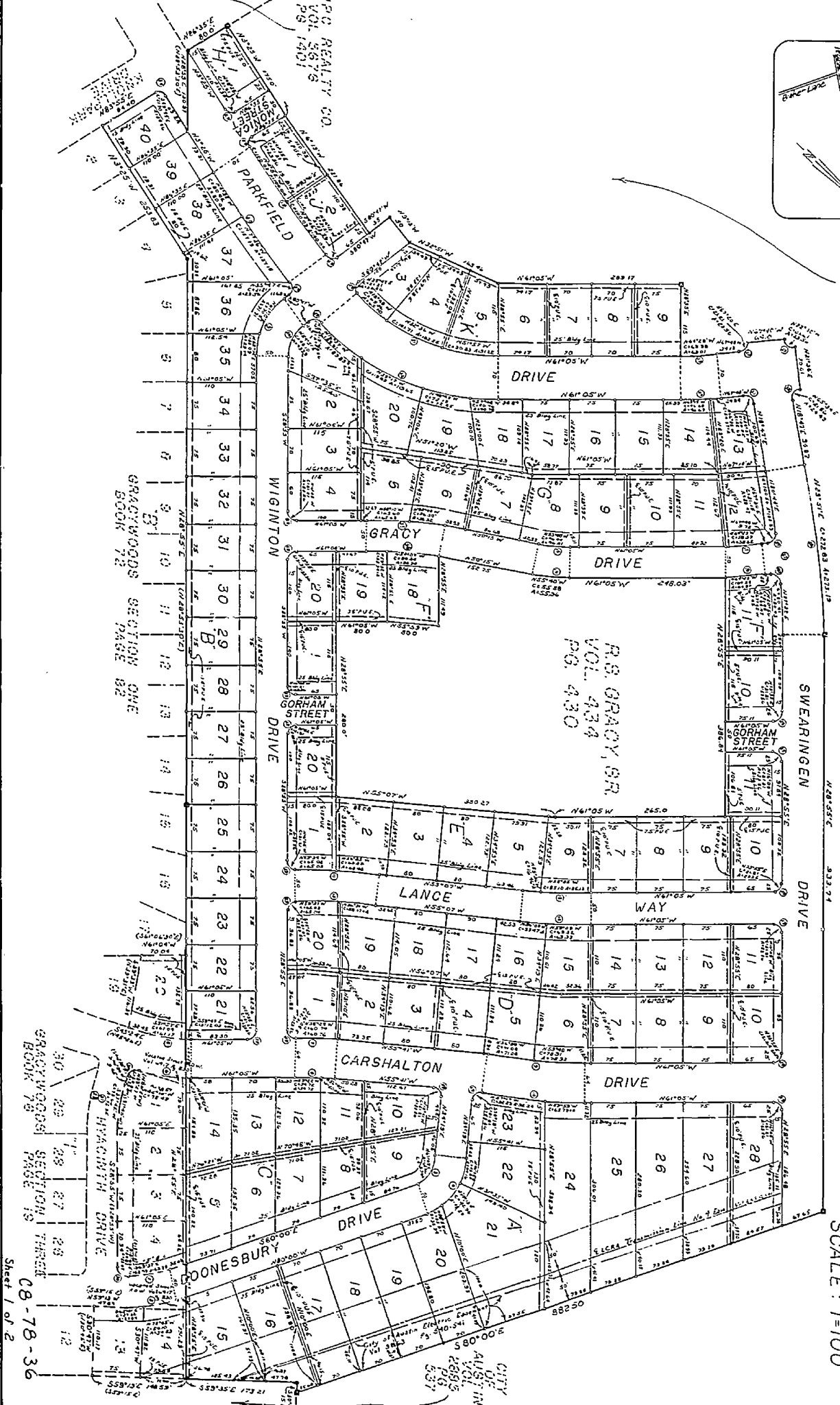
GRACY WOODS SECTION FOUR

LOCATION MAP
NO SCALE

SUBJECT TRACT

R.G. GRACY
VOL. 434
PG. 430

R.G. GRACY, SR.
VOL. 434
PG. 430



GRACY WOODS SECTION ONE
BOOK 72 PAGE 82

GRACY WOODS SECTION THREE
BOOK 78 PAGE 19

Sheet 1 of 2

LEGEND

- CONG. MONUMENT FOUND
- ◻ CONG. MONUMENT SET
- PIN FOUND
- ◻ PIN SET

SCALE: 1"=100'

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: That H P C Realty Co., a partnership acting through John Reynolds, Attorney-in-Fact, owner of that certain tract of land containing 34600 acres out of and a part of the John C. Brooks Survey No. 33, in Travis County, Texas, as conveyed to it by deed recorded in Vol. 658 P.218 & Vol 6592 P.2263 of the Deed Records of Travis County, Texas, ~~_____~~

_____ does hereby re-subdivide the aforesaid tract to be known as _____ and does hereby dedicate to the public all streets and easements as shown hereon.

WITNESSE MY HAND THIS 12th day of July, 1979, A.D.
H P C REALTY CO.
John Reynolds, Attorney-in-Fact,
600/BROOKS ST., AUSTIN, TEXAS

BEFORE ME, the undersigned authority, a notary public in and for Travis County, Texas, on this day personally appearing ~~John Reynolds~~, known to me to be the person whose name is subscribed to the foregoing instrument of writing and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity herein stated.

APPROVED FOR ACCEPTANCE
Date August 6, 1979
Richard R. Miller, Director of Planning
Notary Public in and for Travis County, Texas
Richard Miller

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS, this the 9th day of August, 1979, A.D.
Henry E. Schmitt, Secretary
Henry E. Schmitt, Secretary
Richard A. Hoover, Chairman

FILED FOR RECORD AT 3:45 o'clock P. M., this the 9th day of August, 1979, A.D.
Linda Kleemeier
LINDA KLEEMEIER
Doris Shropshire, Clerk, County Court, Travis County, Texas

THE STATE OF TEXAS:
COUNTY OF TRAVIS:
I, Doris Shropshire, Clerk of the County Court, within and for the County and State aforesaid do, hereby certify that the foregoing instrument of writing with its Certificate of Authentication was filed for record in my office on the 9th day of August, 1979, A.D., at 3:45 o'clock P. M., and duly recorded on the 9th day of August, 1979, A.D., at 3:45 o'clock P. M., in the Plat Records of said County and State in Plat Book 98 at Page 163-165.

WITNESSE MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY the date last written above.
Doris Shropshire
Doris Shropshire, Clerk, County Court, Travis County, Texas
Alan G. Abbe, J.E. Registration No. 20997
8/9/79



CURVE DATA

R	1794.60	226.60	55.00	105.00	207.46	331.46	644.66	580.66	1591.59
I	207.47	80.47	65.41	65.41	15.41	15.41	5.24	5.24	5.24
A	32.02	41.19	43.05	43.05	73.21	90.73	60.76	54.73	120.00
T	62.99	81.02	35.50	67.78	26.84	45.65	30.40	27.29	75.06
C			59.66	113.89	72.98	90.45	60.74	54.71	149.95
R	1655.59	1232.00	1182.00	974.58	1024.58	265.98	295.98	509.97	589.97
I	5974	5938.21	5938.21	5938.21	5938.21	10.50	10.50	6.32	6.32
A	156.04	128.42	123.21	101.59	106.80	46.51	55.96	20.42	6.47
T	78.08	64.27	61.66	50.84	51.45	23.32	28.87	20.42	32.22
C	155.98	128.36	123.16	101.54	106.75	46.44	55.88	20.42	6.43
R	1973.71	2005.71	200.32	356.32	548.16	618.16	105.00	55.00	1481.03
I	5748.09	5938.09	5938.09	5938.09	5938.09	6935.10	5191.51	5191.51	10907.51
A	100.09	207.47	250.11	322.56	63.01	71.06	95.05	49.79	261.07
T	103.66	103.66	139.23	173.76	31.54	35.57	51.06	26.74	134.88
C	200.00	207.09	220.42	211.66	62.98	71.02	91.83	48.10	281.53
R	1545.93	15.00	15.00	290.96	15.00	240.96	15.00	645.98	592.98
I	10907.51	90900	88908	17935	88908	17935	9240	1050	1050
A	27319	23.56	23.06	80.29	23.07	73.95	24.26	122.14	124.09
T	158.95	15.00	14.51	45.00	14.52	37.27	15.72	01.72	52.40
C	472.83	21.21	20.86	88.96	20.87	73.66	21.70	121.56	112.52

Sidewalk Note:
Sidewalks shall be installed on both sides of Parkfield Drive, Carthagen Drive, and Spearfingen Drive; along north side of Madison Dr. north of the intersection of Madison Dr. and along the south side of Menoia Street, Geary Drive, Gannon Street, Lincee Way, and both sides of Parkfield Drive. Such sidewalks shall be completed prior to acceptance of any Type I & Type II driveway and both and/or Certificate of Occupancy. Sidewalks which have not been installed within two years from the date of acceptance for maintenance of the streets, may upon approval of the City Council, be constructed by the City of Austin and assessment shall be made against the affected properties, for all engineering, administration, and construction costs.

CB-78-36
Sheet 6 of 6

2-08-9143

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~~MC 15-7575~~ 7575 * 14.00

THE STATE OF TEXAS []

COUNTY OF TRAVIS [] KNOW ALL MEN BY THESE PRESENTS:

That NPC REALTY CO., being the sole owner of all lots in Gracywoods Section 4 a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in the Plat Book 78, Page 168-169 Plat Records of Travis County, Texas, hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.
2. DWELLING COST, QUALITY AND SIZE. The total floor area of any single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in said subdivision shall contain not less than 1400 square feet and shall cost not less than \$ 18,000. based upon cost levels prevailing on the date these covenants are recorded. It is the intention and purpose of this covenant to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size.
3. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 6600 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of said subdivision.
4. EASEMENTS. Public utility easements are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. These easements are reserved for installation and maintenance of public utilities and public drainage facilities, and they are also reserved in each block as needed for adequate surface drainage of the other lots within the block. Easements five feet in width are also reserved on each side of all side lot lines as needed for adequate surface drainage of the other lots within the block. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements. The easement area in each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
5. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line, or nearer than 10 feet to any side street

line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set back lines. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle or motor repair work other than minor emergency repair shall be conducted on any lot or in the street or streets adjoining any lot, No "A" frame, hoist or other device for lifting vehicle or parts thereof, and no disabled vehicle shall be stored or parked in the open on any lot or on any street adjoining any lot.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be placed or used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any single family residential lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, crude oil tanks, tunnels, mining excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10. COMMERCIAL USE. No part of any of said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession, except that NPC Realty Co., its successors, or agents may erect and maintain sales offices and exhibit houses in said subdivision.

11. RESUBDIVISION. The owner or owners of any two or more adjacent lots shall have the right, without the consent of the remaining property owners in the subdivision, to resubdivide the same provided the resubdivision complies with all applicable state and municipal regulations, and provided such resubdivision is approved by the Architectural Control Committee.

12. LIVESTOCK AND POULTRY. 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 commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

15. FENCES, WALLS AND HEDGES. Fences, walls and hedges shall not be built or maintained forward of the front wall of the house erected on that lot, except for trellises and/or decorative fences included in the architectural design of the house. Those decorative fences shall be allowed to extend no more than fifteen feet in front of the front wall line of the house. Side yard fences on corner lots may be built on the property line as limited by the provisions of paragraph 14.

16. EXISTING DWELLINGS. No existing dwelling shall be moved onto any lot in this subdivision.

17. ARCHITECTURAL CONTROL

A. No building shall be erected or placed on any lot in said subdivision nor shall any existing structure be altered or removed until the building plans and specifications showing exterior design, height, building material and color scheme thereof, and a plot plan showing the location of the structure and driveways have been submitted to and approved in writing by the Architectural Control Committee.

B. The Architectural Control Committee is composed of Nash Phillips, Clyde Copus and John Reynolds. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C. The Architectural Control Committee shall exercise its best judgment to see that all improvements and structures in the subdivision conform to and harmonize with the existing surrounding structures, and that trees and environment are reasonably protected; and when, in the opinion of the Committee, a waiver or modification of any of these restrictive covenants would not impair or detract from the high quality of the subdivision, it may by written instrument in recordable form waive or modify any such restriction. The Architectural Control Committee shall serve without compensation and shall not be liable in damages to anyone for any action taken or any failure to act.

D. If said building plans, specifications, and plot plan be not approved or disapproved within thirty days following the date on which the same are submitted for approval, or if no injunction suit shall have been commenced prior to the completion of the work, then proper approval of the building plans, specifications and plot plan shall be conclusively presumed to have been had and obtained.

18. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded, agreeing to change said covenants, conditions and restrictions, in whole or in part.

2-08-9146

19. ENFORCEMENTS. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recove damages.

20. SEVERABILITY. Invalidation of any one of these covenants by judgment or a court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS its hand this 16th day of August, 1979.

NPC REALTY CO.

By [Signature]
John Reynolds, Attorney-in-Fact

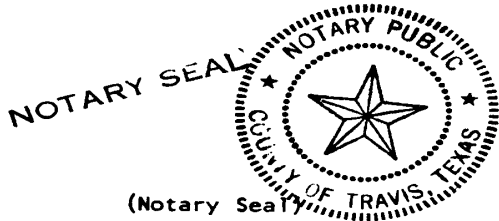
THE STATE OF TEXAS ()

COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority,

on this day personally appeared John Reynolds 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 conditions therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of August, 1979



[Signature]
Notary Public in and for Travis County,
Texas
My commission expires Feb. 27, 1981.

STATE OF TEXAS COUNTY OF TRAVIS
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 Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped hereon by me, on

AUG 16 1979



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
AUG 16 2 34 PM '79

[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS



NOTICE OF DEDICATORY INSTRUMENTS

Declaration of Condominium: Recorded at Volume 83, Page 89A, Real Property Records, Travis County, Texas, and as thereafter amended.

Association: Chelsea Row Homeowners Association, Inc., a Texas non-profit corporation.

Condominium Name: Chelsea Row Homeowners Association, Inc

Pursuant to Texas Property Code §§82.114, 82.1141, and 202.006, the Association gives notice that all units subject to the Declaration referenced above are also subject to the following dedicatory instruments:

- 1. Records Retention Policy, attached as **Exhibit A**;
- 2. Records Production Policy, attached as **Exhibit B**;

Each dedicatory instrument is complete, correct, and current as of the date of this Notice, but may be amended from time to time.

A current copy of each dedicatory instrument can be obtained from the Association’s managing agent as shown in the most recent management certificate recorded in the County property records.

EXECUTED this 30th day of August, 2021.

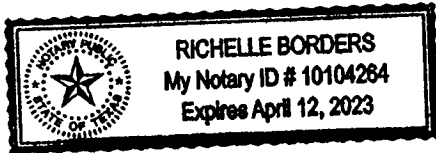
Chelsea Row Homeowners ASSOCIATION, INC.

By: 
 Printed Name: Tyelisa Hunter
 Title: Association Manager

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 30th day of August, 2021, by Scott Miller, the Association Manager of Chelsea Row Homeowners Association, Inc., on behalf of said corporation.



Richelle Borders

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Property Management of Texas
704 W. 24th St.
Austin, TX 78705

RECORDS RETENTION POLICY
Chelsea Row Homeowners Association, Inc.
August 30, 2021

This records retention policy is adopted by the Association's Board of Directors pursuant to Texas Property Code §82.114 and 82.1141.

MANDATORY

Permanent records:

- Articles of Incorporation/Certificate of Formation and all amendments
- Bylaws and all amendments
- Dedicatory instruments and all amendments

7 years:

- Financial books and records
- Minutes of owners' meetings
- Minutes of Board meetings
- Tax returns
- Audit records

5 Years:

- Account records of current owners

4 Years:

- Contracts with a term of one year or more shall be retained for 4 years after expiration of the contract term

The above time periods are mandated by statute. The below periods are discretionary, and may be changed from time to time by Board resolution or by custom and practice.

DISCRETIONARY

4 Years:

- Insurance records
- Contracts for terms of less than one year – 4 years from the date of the contract
- Architectural applications and approvals
- Enforcement records
- Written ballots cast by owners relating to amendment of governing documents

2 Years:

- Inspection reports
- Accident reports
- General correspondence
- Employment records – 2 years following termination
- Leases – 2 years following termination

6 Months:

- E-mails
- Written ballots cast by owners other than those listed above

RECORDS PRODUCTION POLICY
Chelsea Row Homeowners Association
August 30, 2021

This records production policy is adopted by the Association's Board of Directors pursuant to Texas Property Code § 82.114 and 82.1141 (the Statute).

1. Request for Records

The owner or the owner's authorized representative must submit a written request by certified mail. The request must contain (a) sufficient detail to describe the books and records requested and (b) an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

2. Inspection

If an inspection is requested, the Association shall respond within 10 business days by providing written notice of the dates and times during normal business hours that the inspection may occur.

3. Copies

If copies are requested, and the Association is unable to produce the copies within 10 business days of the request, the Association must give written notice of that fact and state a date, within the next 15 business days, that the copies will be available.

4. Format

The Association may produce documents in hard copy, electronic, or other format of its choosing.

5. Charges

The Association will charge for time spent retrieving, compiling, and producing all records based on the rates set forth in d - g below. The Association will charge for reproduction if copies are requested based on the rates set forth below. Those charges shall be the maximum amount allowed by the Statute. At the time this policy is adopted, the allowable rates of charge are:

- a. Paper copies - 10¢ per regular page, 50¢ per oversize pages
- b. CD - \$1 per disc
- c. DVD - \$3 per disc
- d. Labor charge for requests of more than 50 pages - \$15 per hour
- e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
- f. Document retrieval charges from off-site storage – actual cost
- g. Postage and materials – actual cost

If the rates of charge allowed by Statute change, that charge will automatically apply to Association records, without necessity of amending this policy.

6. Advance Payment

The Association may require advance payment of estimated costs. If the actual cost is less than the estimate, the Association shall refund the excess to the owner within 30 business days. If the actual cost is greater than the estimate, the owner shall pay the excess within 30 business days after the information is delivered to the owner. If the owner fails to reimburse the Association, the amount of the unpaid excess costs shall be added as an assessment to the owner's account with the Association.

7. Exempt Information

The Association shall not be required to provide information of the following types without the prior written consent of the person who is the subject of the information or a Court order:

- Owner violation history
- Owner personal financial information
- Owner contact information other than the owner's address
- Information relating to an Association employee, including personnel files
- Information that is legally exempt/protected from disclosure, such as attorney-client communications and attorney work product

8. Summaries/Compilations

The duty to provide documents on request applies only to existing books and records. The Statute does not obligate the Association to create a new document, prepare a summary of information, or compile and report data.



2021197569

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

**Dana DeBeauvoir, County Clerk
Travis County, Texas**

Sep 02, 2021 03:19 PM

Fee: \$42.00

MACEDOS