

DEED RESTRICTIONS

THE STATE OF TEXAS)
)
 COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, VALLEY VIEW DEVELOPMENT CORPORATION, is the owner of the following described property situated in Dallas County, Texas, being in particular a tract of land out of the Samuel P. Brown Survey, Abstract No. 164, City Block A/8387, City of Dallas, Dallas County, Texas, and being that same tract of land conveyed to the above corporation by Catherine C. Fisher, et al by deed dated June 30, 1961 and recorded in Volume 5577, Page 3 in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEING all of City Block A/8387 and being more particularly described as follows:

BEGINNING at the intersection of the northeast line of Rosser Road and the southeast line of the LBJ Freeway;

THENCE north 63° 07' 26" east along the southeast side of the LBJ Freeway, a distance of 1369.30 feet to a point for corner;

THENCE south 00° 01' 26" west, a distance of 460.09 feet;

THENCE south 00° 15' 12" east, a distance of 395.74 feet;

THENCE south 40° 35' 17" west, a distance of 68.09 feet to a point in the north line of a 15 foot public alley;

THENCE south 81° 25' 44" west along said alley line, a distance of 188.34 feet;

THENCE south 85° 00' 44" west along said alley line, a distance of 331.97 feet;

THENCE south 86° 13' 36" west along said alley line, a distance of 422.31 feet;

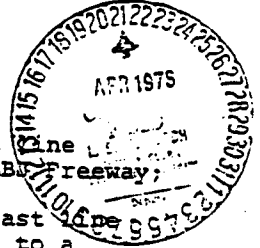
THENCE south 63° 02' 46" west along said alley line, a distance of 41.0 feet to the northeast line of Rosser Road;

THENCE north 26° 57' 14" west along said line of Rosser Road, a distance of 441.63 feet to the southeast line of LBJ Freeway, the PLACE OF BEGINNING.

That the undersigned, VALLEY VIEW DEVELOPMENT CORPORATION, does hereby impress all of the above described property with the following restrictions, to wit:

Said property may only be used for:

1. USES: Townhouse dwellings, a private community center, outdoor recreational areas, swimming pool, tennis courts, a maintenance building, gate house and trailer or boat storage.



2. DEVELOPMENT PLAN: Development is to take place in accordance with a plan which is attached to and made a part hereof.
3. SETBACKS: There shall be a setback of at least 30 feet provided along Rosser Road. On the Candlenut Alley side, the wall shall be set back at intervals of approximately 20 feet.
4. LANDSCAPING: Along the 30 foot setback on Rosser Road, there shall be landscaping including trees and shrubs that are maintained in a good growing condition. There shall be a row of shade trees planted along the Candlenut Alley side of the screening wall.
5. SCREENING: A solid masonry screening wall and a decorative screening fence six (6) feet in height shall be constructed as shown on the attached site plan. This fence or wall shall not be any type of metal fence, with or without slates. The wall shall be continuous along the entire perimeter of the development, except for the entrance on Rosser Road.
6. BUILDING LOCATION: All building and other construction shall be located as shown on the Development Plan.
7. DENSITY: A maximum of 112 dwelling units shall be permitted.
8. LIGHTING: Any lighting in the development shall give indirect and soft lighting effect and shall not shine directly onto any adjacent property. Light standards on tennis courts shall reflect the light downwards and not reflect the light onto any adjoining property.
9. MAINTENANCE: The screening wall, all landscaping, Community Center and amenities contained thereon, common areas and access drives shall be maintained by the development's Homeowner's Association.
10. CARPORTS: Each dwelling unit shall be provided with a two-car carport which cannot be enclosed for conversion into a garage or additional room.
11. HEIGHT: Each townhouse dwelling shall be either one or two stories in height and shall not exceed thirty-six feet from ground level.
12. FLOOR AREA: The floor area of each townhouse, exclusive of open patios, porches, breezeways and carports shall be not less than 900 square feet on lots 1 through 4, lots 21 through 48 and lots 69 through 112. Such floor area shall be not less than 1200 square feet on lots 5 through 20 and lots 49 through 68.

Lots 1 through 4, 21 through 48 and 69 through 112 are restricted to two story townhouses having not less than 900 square feet on the ground level and not less than 500 square feet on the second floor. Such lots shall have not less than two carports.
13. CONSTRUCTION: Each townhouse shall be brick, brick veneer, stone or stone veneer to a minimum of 25% below the cornice. Patio walls at the front property line and walls going to the main structure must be of masonry. The wall may be counted as part of the wall area of the townhouse in determining whether the 25% level has been reached. The remaining exterior area of each townhouse

may consist of siding, stucco, hardboard, or beveled siding. Drop siding and No. 105 siding are prohibited.

14. ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any lot in the above property until the building plans, specifications and plot plan showing exact location of the building have been approved in writing as to conformity and harmony of exterior design and with respect to topography and finished ground elevation by the Architectural Committee. The Committee at the outset shall be composed of Harold G. Weil and the Committee may designate a representative to act on its behalf. In the event of the death, resignation or refusal or failure to serve or act of any member of said Committee, the remaining member shall have full authority to act on behalf of the Committee. In the event said Committee fails to give its approval or disapproval within thirty (30) days after the requisite documents have been submitted to it, such approval will not be required and it will be assumed that the Committee has approved the plans, specifications and location of the building. In such instance, this Covenant shall be deemed to be fully complied with. The members or sole member have the right to add additional Committee members at their discretion. Successor Committee members may be appointed in like manner in the future by the then serving Committee members but the Committee shall not exceed five in number and shall act by majority vote. No member of the Committee shall be entitled to any compensation for services performed hereunder. Such Committee shall terminate November 1, 2000. Thereafter, the approval described herein will not be required unless prior to said date, and effective thereon, a written instrument executed by the then record owners of a majority of the lots in the above described property has been recorded, appointing a new Committee. Should this occur, the new Committee shall operate under the same terms and conditions set forth herein except for the termination on November 1, 2000.
15. PROHIBITION AGAINST CERTAIN ACTIVITIES: No noxious or offensive trade or activity shall be carried on upon any lot included in the above described property. Nothing shall be done on any part of the property which may be or become an annoyance or nuisance. No trailer, boat, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, on such property, nor shall any structure of any temporary character be used as a residence.
16. EASEMENTS: Easements are reserved as shown on the recorded plat for utility installations and maintenance.
17. SIGNS: No sign of any kind shall be erected or displayed to public view on any lot in the above property except for those signs advertising property therein for sale or rent or signs used by a builder to advertise the property temporarily during construction and sales. Any permitted sign shall not have an area greater than five square feet.
18. TRAFFIC: Trucks in excess of 3/4 ton shall not be permitted to park on the streets, driveways or lots in the above property over night. No vehicle which normally transports inflammatory or explosive cargo shall be permitted on the property at any time.
19. WATER SUPPLY: Individual water supply systems are not permitted on the property.

20. SEWERAGE DISPOSAL: Individual sewerage disposal systems are not permitted on the property.
21. RESTRICTIVE COVENANTS: Each restrictive covenant herein contained shall run with the land. All lots and tracts of land in the above described property are bound by these covenants and each individual owner of any such lot shall have the right to invoke and enforce these covenants at all times. These covenants may be enforced by suit for specific performance, injunctive relief, suit for damages and any and all other legal means available. Should any owner of any lot in the above property, or any one acting on his behalf, or the heirs, assigns, estate or legal representatives of any such owner violate or attempt to violate any covenant herein contained, any other owner or owners of any lot or lots in the above described property shall have the right to undertake any procedure at law or in equity against the person or persons violating or attempting to violate these restrictive covenants. The purpose of these covenants is to insure the use of the above property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired standard of the area and thereby to insure to each lot owner the full benefit and enjoyment of his residence. Each lot in the above property is being bound by these restrictive covenants in consideration of the fact that all other lots in the property shall be similarly bound.
22. DURATION OF COVENANTS: Each restrictive covenant herein set forth shall remain in effect until November 1, 2000 and shall be automatically extended thereafter for successive ten year periods unless at least sixty days prior to the date of any termination date these covenants are modified, altered, amended or changed in writing by a majority vote of the then owners of the lots located in the above property. Each lot owner will have one vote for each lot he owns in the above property.
23. INVALIDITY OF A COVENANT: In the event any one or more of the covenants herein contained is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, this shall not in any way affect any of the other covenants, each of which shall remain in full force and effect.
24. AMENDMENTS: Each and every restrictive covenant herein contained may be terminated, modified or amended by written consent of a majority of the then property owners in the above property with each lot having one vote.
25. HOMEOWNERS ASSOCIATION: In connection with the above property, a Home Owners Association will be formed to be known as the Country Club Homeowners Association, Inc. Each person who purchases a lot out of the above property agrees to become a shareholder in such Association by purchasing one share of the common capital stock of the same for the price of \$5.00. Each person acquiring property in the above described property will execute all appropriate documents at time of closing and the issuance of a General Warranty Deed to the property being acquired. Each successor owner of a townhouse or lot in the above described property shall receive a transfer of the stock in the above Association from his immediate predecessor in title. No sale, conveyance, transfer or gift of any property in the above described property shall be made unless the purchaser, transferee, devisee, donee or other trustee agrees to be bound by these restrictive Covenants.

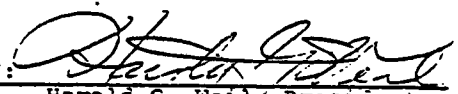
26. RIGHT OF CITY OF DALLAS TO ENFORCE RESTRICTIONS: Valley View Development Corporation agrees that the City of Dallas has an interest in the continuance of the above Deed Restrictions and such restrictive Covenants may not be altered, terminated or changed without a resolution of the City Council of the City of Dallas, Texas.

These Deed Restrictions are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning is concerned.

These Restrictions are hereby declared covenants running with the land and shall be fully binding upon all persons acquiring a lot or lots within the above described property, and any person by acceptance of title to any of such lot or lots shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

EXECUTED this the 18th day of March, 1976.

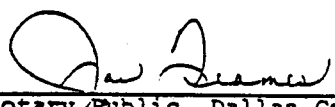
VALLEY VIEW DEVELOPMENT
CORPORATION

BY: 
Harold G. Weil, President

THE STATE OF TEXAS I
 I
COUNTY OF DALLAS I

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD G. WEIL, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Valley View Development Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 18th day of March, 1976.


Notary Public, Dallas County,
Texas

Approved as to form:
N. ALEX BICKLEY, City Attorney

By _____
J. Stanley Knight
Assistant City Attorney