

DEED RESTRICTIONS - WOODCREEK ADDITION

1. RESIDENTIAL ZONED PROPERTY USE:

All of said property shall be occupied and used for single family residential purposes only, except for Block A, Lots 12 - 24 which may be occupied and used for duplex purposes, if the City of Carrollton approves.

2. STRUCTURAL RESTRICTIONS:

No structure shall be erected on said property of materials other than brick, brick veneer, stone or stone veneer, stucco or stucco veneer unless the above-named material shall constitute at least 75% of the total outside area. Openings and glass areas shall be considered to be of the material which is on either side of it. The total floor area of the main structure, exclusive of porches and garages shall be not less than 2000 square feet for the single family dwellings and 2400 square feet for each duplex. The width of the front of the main structure shall be in harmony with the other dwellings in the addition.

No dwelling or residence or any other structure shall be designed, planned or constructed of more than one story, one and one-half stories, or two stories in height, except with the express permission of the Architectural Committee hereinafter designated.

3. ARCHITECTURAL COMMITTEE:

No building shall be erected, placed, or altered on any building plot in this subdivision until two complete sets of building plans and specifications and two plot plans of the location showing drainage for lot; and location of such building shall have been delivered to the Architectural Committee designated as hereinafter provided, and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee and the second copy shall be redelivered to the owner of the lot with the approval of the Architectural Committee appropriately endorsed thereon. The undersigned owner shall have authority to appoint the Architectural Committee and to remove without cause any person serving on the Architectural Committee. The Architectural Committee shall consist of not less than three nor more than five members, and owner shall also have the authority to fill any vacancies in the Architectural Committee. The Architectural Committee is authorized to delegate to one or more representatives with authority to perform the duties of the Architectural Committee as set forth herein. In the event that the Architectural Committee should at any time fail or refuse to appoint a successor Committee, the owners of a majority of lots included within said subdivision, as determined on a front footage basis, shall have the right to elect or appoint, from time to time, a successor Architectural Committee. In the event the Architectural Committee, or

its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans within thirty days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans, specifications and plot plan. The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

4. TEMPORARY STRUCTURES:

The undersigned, Owner, or any other person bona fide engaged in the sale of lots within said subdivision or in the construction of improvements thereon may maintain within the subdivision temporary sales or construction offices, any such construction or sales office to be removed within thirty days after written request to remove the same is delivered to the record owner of the lot by the Architectural Committee. Except for such temporary sales or construction offices, no temporary structure of any kind shall be erected or placed on any of said property and in no instance shall more than one dwelling or residence and the necessary outhouses to accommodate the owner or occupant thereof be erected or placed on any one lot as shown on the above described plat. Any garage, servant's house, or other improvements erected more than one hundred twenty days prior to the completion of the main dwelling or residence shall be considered temporary structure within the meaning of this paragraph.

5. BUILDING LINE:

All dwelling or residences erected or placed on any portion of the said property shall face the road or street upon which the lot faces, as the same is platted on the above described plat, or as may be otherwise prescribed in the deed from the undersigned conveying the same, and no portion of any structure shall be nearer to the road or street property line of said lot than as designated on said plat, and no structure of any kind (either dwelling or outhouses) shall be nearer than 10% of the width of the lot or 7 feet, whichever is less, to any inside line of any lot. In the event provision is made in any deed from the undersigned conveying any lot which provides for a building line with reference to the side line of any lot, such provision shall prevail and that herein prescribed shall have no effect.

6. NUISANCES:

No boats, trailers, campers, or inoperable automobiles will be left on the street or on side yards within view of the street, such vehicles must be parked in garage. No truck with tonnage in excess of three-fourths ton and no vehicle with painted advertisements shall be permitted to park overnight on the streets within the addition at any time. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the addition at any time. No noxious or offensive activity of any kind whatsoever shall be carried on upon said property, nor shall there be permitted any act

thereon that may be or become any annoyance or nuisance to the owners or occupants of portions of said property.

7. FENCES:

Only a wooden or masonry fence shall be erected on any of said property. No fence shall be erected forward of the front building line on any lot.

8. GARAGES AND SERVANT'S QUARTERS:

Any garages, servant's quarters, storage rooms, or carports erected or placed on any portion of said property, must be attached to the main structure. Garages must open to rear of lot unless otherwise expressly permitted by the approval of Architectural Committee. Garages shall provide space for a minimum of two conventional automobiles. Porte cocheres must also have approval of Architectural Committee.

9. PETS:

No animal or fowl of any kind shall be raised, kept or quartered on any portion of the said property excepting only pets of the kind and number usual to a one family household. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, pigeons, and guinea fowl are expressly prohibited.

10. EASEMENTS:

All easements shown on the above described plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

11. SIGNS:

No signs or flags for advertising purposes shall be displayed to the public view, by Home Owners or Builders, excepting only signs of customary dimensions (3 ft. x 4 ft.) maximum advertising said property, or portions thereof, for sale.

12. ROOFS:

All buildings constructed on said property must have a roof of wood shingles, slate, metal, unless otherwise approved by the Architectural Committee. The roof pitch of any structure shall be 4 ft. x 12 ft. minimum and 12 ft. x 12 ft. maximum. Any deviation of roof pitch must be approved by the Architectural Committee.

13. GARBAGE - WEEDS:

Unless otherwise expressly permitted by Architectural Committee, garbage containers shall be placed so as not to be visible from the street or any residential lot. No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. Owners of lots, whether built on or not, must keep lot free of weeds and debris. If at any time, an owner of any residential lot shall fail to control weeds, unsightly growth and debris that is on lot, the developer herein or its assigns, or any other lot owner within the

addition shall have the right to go on said lot, mow and clean and bill owner of record for charges.

14. ANTENNAS AND AERIALS:

All television antennas and other antennas and aerials shall be located inside the attic or under roof, unless otherwise expressly permitted by the Architectural Committee.

15. LANDSCAPING AND DRAINAGE:

Landscaping of a lot must be completed within one hundred twenty days after the date on which the main structure is 95% complete. No dams shall be constructed nor any other alteration or change shall be made in the course or flow of any creek crossing or abutting any lot, without the approval of the Architectural Committee. All lots shall be graded so that surface water will flow to street or alley.

16. BUILDING PERMITS:

The Building Inspector of the City of Carrollton, Texas, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the hereinabove described property, if such improvements do not conform to and comply with the restrictions set out herein.

17. WAIVER BY ARCHITECTURAL COMMITTEE:

The Architectural Committee may, in its discretion, approve construction of structures lacking not more than 10% of the minimum square footage required by paragraph 2, above, and may waive such other variations from these restrictions as said Architectural Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

18. ENFORCEMENTS:

Enforcement of these covenants and restrictions shall be by a proceeding initiated by a person or persons owning any residential lot in Woodcreek, or by any member of the Architectural Committee, or by the City of Carrollton, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both. The Architectural Committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these covenants and restrictions by a proceeding or proceedings at law or in equity.

19. DURATION:

The restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and the respective successors, heirs, personal representatives, and assigns, until January 1, 1998 and said restrictions shall be automatically extended thereafter for successive ten year periods unless a three-

fourths majority, to be determined on a front footage basis, of the then owners of the hereinabove described property shall in writing change or modify the same in whole or in part by action taken during the year 1997 or during the last year of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the above-described property and not to other property which may be owned by the undersigned or by the other owners, from time to time, of portions of the above-described property.

20. SERVICE FACILITIES:

All clotheslines or service facilities must be enclosed within walls, fences or landscaping so as not to be visible from outside the lot.

21. SEVERABILITY:

In the event that any of the provisions contained herein shall be determined to be invalid, such invalidity shall not affect any of the other provisions hereof, but the same shall remain in full force and effect.