

RESTRICTIONS

DEED RECORD

THE STATE OF TEXAS
COUNTY OF DALLAS

I
I
I

RESTRICTIONS

That McClint Development Company, a Texas corporation, owner and developer of Jackson Meadows, an addition to the City of Dallas, according to the Map thereof, recorded in Volume 77094 Page 0223 of the Deed Records of Dallas County, Texas, does hereby establish the following restrictive covenants for said Addition, which are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 2000, at which time said covenants shall automatically extend for ten years unless by vote of a majority of the property owners of the lots it is agreed to change said covenants in whole or in part; and may be extended for successive periods of ten years by a majority in approval of such extension by then owners of the property.

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

(a) All lots in the tract shall be known and described as single family residential lots. No structure shall be erected, placed or permitted to remain on any building plot other than one detached dwelling not to exceed two stories in height and private garages for not more than four cars. Such dwelling shall be occupied by one family only except that servant's quarters may be erected and occupied by servants if they are employed upon such premises. It is provided that Developer may place on any undeveloped lot which Developer owns a temporary movable building which may be used as a field office for their sub-division.

(b) No building shall be erected, placed or altered on any building plot in the subdivision until the building plans and specifications on such building have been approved in writing as to conformity and harmony of exterior design with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation, by the undersigned, its successors, or representatives. No fence or wall shall be erected, placed or altered on any lots nearer to any street than the minimum building setback line nor shall any side fence be erected, placed or altered on any lots nearer than ten feet from the front of any building. The approval of the building plans and specifications as herein provided shall be in writing; but in the event that the undersigned, its successors or representatives, hereunder fail to indicate disapproval within thirty days after plans and specifications are submitted to it and no suit to enjoin the construction has been commenced prior to completion thereof, approval of such plans and specifications will be deemed to have been fully complied with. Sidewalks shall be constructed adjacent to curbs.

(c) No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback lines shown on the recorded plat, and that in any event no building shall be erected nearer than 25 feet to the front lot line; nor nearer than 10 feet to the side street line. No building, except a detached garage or other outbuildings located more than 70 feet from the front, shall be located nearer than 6 feet to any side lot line. For the purposes of these covenants, eaves, steps and uncovered porches shall not be construed as part of a building, except that such units shall not encroach an adjoining property but it is not intended to prevent the construction of a residence on

more than one lot owned by the same purchaser as hereinafter provided.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,500 square feet, or a width of less than 70 feet at the front building setback line, except that a residence may be erected or placed on any full lot as shown on the recorded plat.

(e) No noxious or offensive trade or 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 lots shall be used or maintained as a dumping ground for rubbish, trash or other waste and all lots shall be kept in sanitary condition, providing sanitary covered containers for all garbage, trash, or other waste. All incinerators or other equipment for disposal of or storage of such material shall be maintained in a clean, neat, and sanitary condition and shall be operated and maintained in a manner not offensive to the neighbors.

(f) No trailer, basement, tent, shack, garage, barn or other out-buildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) The ground floor area of the main structure, exclusive of the one-story porches, garages and servants' quarters, shall be not less than 2000 square feet for all one story dwellings and shall not be less than 1600 square feet for all one and one-half and two story dwellings.

(h) The exterior walls of all main buildings constructed on any plot shall be constructed of masonry or masonry veneer, except for windows, doors, louvers, walls of garages and covered porches and other decorative features that may be approved after plans and specifications are submitted. The finish of exterior walls of attached or detached garages and all outhouses may be of frame construction covered with siding or shingles. Asphalt composition roofing weighing less than 330-pounds per 100 square feet will not be acceptable.

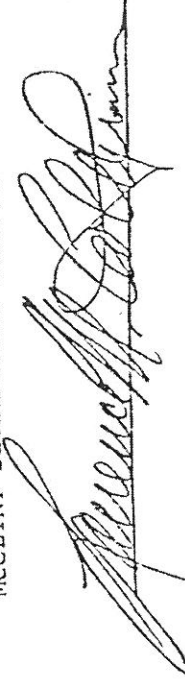
(i) Easements affecting these lots are reserved as shown on the recorded plat for utility installation and maintenance and no building shall be placed thereon.

(j) No animals, livestock, poultry, hatchery or other nuisance shall be operated, bred, kept or maintained on any lot for commercial purposes, except that pets not for commercial purposes may be kept, provided that they are kept in such a manner that they are not nuisance to the neighbors.

(k) In the event of violations of any of these restrictions, enforcement shall be by proceeding at law or in equity against any person, or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

EXECUTED THIS the 14th day of October, 1977.

McCLINT DEVELOPMENT COMPANY



VOL. PAGE
77217 022