

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
RICHLAND MEADOWS, FIRST SECTION
IN THE CITY OF RICHARDSON, TEXAS**

STATE OF TEXAS

COUNTY OF DALLAS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration"), is made and entered into this the _____ day of _____, 1994, by CROSSROADS CENTRE, a Partnership.

WITNESSETH

Declarant is the owner of that certain tract of land, the plat recorded in the Land Records of Dallas County, Texas, as RICHLAND MEADOWS, described in Exhibit "A" (the "Property") to the covenants, conditions, and restrictions, hereinafter sets forth, each and all of which is and are for the benefit of the Property and each owner thereof.

Declarant desires to subject RICHLAND MEADOWS (the "Property") to the covenants, conditions, and restrictions, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW THEREFORE, Declarant declares that the Property is and shall be held, transferred, improved, sold, conveyed, and occupied subject to the covenants, conditions and restrictions (sometimes collectively referred to as "Covenants and Restrictions,") hereinafter set forth.

USE OF LOTS -- PROTECTIVE COVENANTS

SECTION 1. RESIDENTIAL USE. All Lots shall be used for residential purposes only. There shall be no more than one detached single family residence per Lot. No residence may exceed two (2) stories in height.

SECTION 2. RESTRICTIONS ON RE SUBDIVIDING. None of the Lots shall, at any time, be subdivided into smaller Lots.

SECTION 3. SPECIFIC USES.

(a) No building material of a any kind or character shall be placed or stored upon any Lot until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

(b) Boats, pick-up campers, travel trailers, motor homes, and any other types of recreational vehicles may not be parked on the public street on which Lots front, or between such Lot and the front of any residence of a Lot. None of these vehicles, trailers, or mobile homes, shall, at any time, be used as a residence or office on any Lot temporarily or permanently. However, the Committee may authorize home builders to occupy sales offices or construction trailers by specifying the location and time frame of that temporary use.

On a lot having two streets, no recreational vehicle, boats, etc., stored or kept, may be taller than the fence enclosing the yard of the residence.

(c) Trucks with tonnage in excess of one ton shall not be permitted to park on the streets for an extended period of time as determined by the Architectural Control Committee.

- (d) No vehicle of any size which transports inflammable or explosive cargo may be kept in the Addition at any time.
- (e) No structure of a temporary character, such as a trailer, mobile home, tent shack, barn, or other out-building shall be used on any Lot at any time as a dwelling house; provided, however, that any home builder may maintain and occupy model homes, temporary sale offices, and construction trailers on a Lot during the construction period of any model homes for a period of time as specified by the Committee.
- (f) No oil drilling, oil development operation, oil refining quarrying or mining operations of any kind shall be permitted upon or in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted upon or in the Addition. No derrick or other structure designated for use in quarrying for oil or natural gas shall be erected, maintained, or permitted upon any part of the Addition.
- (g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other normal household pets may be kept, provided that they are not kept, bred, or raised for commercial purposes. There may not be more than five (5) animals per lot except as permitted by the Architectural Control Committee in writing.
- (h) No part of the Addition shall be used as a dumping ground for rubbish. All garbage, or other waste must be kept in sanitary containers; all incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition.
- (i) No individual water supply system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of State, City or local public health authority. Approval of such system, as installed, shall be obtained from such authority.
- (j) No individual sewage disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of State, City or local public health authority. Approval of such system, as installed, shall be obtained from such authority.
- (k) No air conditioning apparatus shall be installed on the ground in front of any residence on a Lot. No air conditioning apparatus or evaporative cooler shall be attached to any front wall or window of such a residence.
- (l) No outside antenna, radio tower or short-wave apparatus shall be permitted in this Addition without the prior written approval of the Committee (as hereinafter defined). Any television reception antenna dish on any Lot must be screened from the public view and from the street.
- (m) The construction or maintenance of signs or advertising structures of any kind, on any Lot, is prohibited, except that one (1) sign advertising the sale of any residence is permitted on such residence's Lot, provided it does not exceed six (6) square feet in size. During construction of houses, however, builders may erect larger signs, provided they first obtain approval of Declarant. All signs must comply with all applicable City standards, rules, and regulations.
- (n) No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

CONSTRUCTION OF IMPROVEMENTS

Section 1. Minimum Square Feet. The total floor area of the single family residence exclusive of porches, garages, patios, terraces, and breezeways shall not be less than 1,800 square feet for a single story home; 2,000 square feet for a one and one-half or two story. In case of a structure with one and one-half stories or two stories in height, not less than 1,500 square feet will be allowed on the ground floor of the structure (exclusive of porches, garages, patios, terraces, and breezeways).

Section 2. Building Materials. All residences constructed on the Lots must have a roof of wood shingles, tile, slate, standing seam metal, or laminated composition shingles with a minimum warranty of twenty-five (25) years, unless otherwise approved by the Committee (as hereinafter defined). The roof pitch of any structure shall be 7' x 12' minimum and 12' x 20' maximum. Any deviation of roof pitch must be approved by the Committee. The exterior surface (excluding roofs, windows, and doors) of any residence built on any Lot shall be of brick, brick veneer, stone or stone veneer or other materials approved by the Committee; all exterior items must be approved by the Committee. The exterior walls of each building constructed or placed on a Lot shall be at least seventy-five percent (75%) brick, brick veneer, stone, or stone veneer, or masonry, and the exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, stone, or masonry on the three (3) sides visible from any street. Chimney penetrations through the roof may be of a siding material.

Section 3. Second Floor Window Orientation. On all north/south facing Lots there should in general be no second floor windows looking to the west. Thus, second floor windows on north/south Lots will face east. On all east/west facing Lots, there should in general be no windows looking to the north. Thus, second floor windows on east/west Lots will face south. All exceptions to the above stated guidelines must be approved by the Committee. Bath vent windows, however, are permitted. Ornamental windows will be permitted on the second floor provided the window sill is a minimum of seven (7) feet above the floor.

Section 4. Garage Requirements. Any garages, servants quarters, storage rooms, or carports erected or placed on any portion of any Lot in the Addition must be attached to the main structure. Garages must open to the rear of the Lots unless otherwise expressly permitted by the approval of the Committee. Garages shall provide space for a minimum of two conventional automobiles. Any Porto-cochere must also have approval of the Committee.

Section 5. Height. No improvement on any Lot shall be higher than two (2) stories in height.

Section 6. Fences. No fence or wall on an interior lot shall be permitted to extend nearer to any street than the minimum set-back line of any dwelling or residence.

No fence or wall on a corner lot shall be permitted to extend nearer the front of the residence than the minimum set-back line of any dwelling or residence. On the side street, the fence or wall may extend to the side property line. Visibility must be taken into consideration if a fence goes to the alley at the rear property line.

No fence or wall shall exceed eight (8) feet in height. All fences shall be constructed of wood or masonry or a combination of same, but no fence may be made of chain link material. All fences shall have slats measuring between four (4) and six (6) inches in width which are installed vertically, not horizontally or diagonally.

Section 7. Building Lines. All residences or dwellings erected or placed on any Lot shall face the roads or street adjacent to the Lot as shown on the recorded plat of the Property or as prescribed in the Deed from Declarant conveying the Lot. No portion of such dwelling or residence shall be nearer to the front property line of said Lot than as designated on the recorded plat of the Addition, except as permitted by the City of Richardson. No structure or improvement of any kind shall be nearer to the side property line or the rear property line of any Lot than is designated by the City of Richardson.

Section 8. Easements. All easements as shown on the plat are for the purpose of installation and maintenance of public utilities and all easements hereafter granted for such purposes by the Declarant shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

Section 9. Landscaping and Drainage. Landscaping of Lots must be completed within one hundred and twenty (120) days after the date on which the main structure is 95% complete. All Lots shall be graded so that surface water will flow to the street or alley. All Lots shall be landscaped in the front yard area; all corner Lots must be sodded or hydromulched on all sides adjacent to any street(s). Landscaping shall include sod or hydromulch, one shrub for each one foot of front elevation width, and a minimum of four (4) caliper inches of trees.

Section 10. Sidewalks. Construction of a dwelling on any Lot shall include the placement of a four (4) foot wide concrete sidewalk across the entire frontage of each Lot (and in the case of corner Lots a sidewalk shall also be similarly laid parallel to the respective side street). Such sidewalks shall be constructed in conformity with the then existing ordinances, standards, and codes promulgated by the City of Richardson.

Section 11. Mailboxes. All Mailboxes shall be masonry or brick permanently placed in the ground at a location prescribed by the City of Richardson Postmaster. All Mailboxes shall be of a design and location approved by the Architectural Control Committee.

Section 12. House Numbers. Each house must have a house number inset in the brickwork on the front of the structure and inset in the mailbox pedestal. The number placed on the residence shall be a minimum of 3-1/2 " high. The numbers placed in the mailbox pedestal will be 3" high. All numbers will be made of cast stone with recessed black numbers.

✓ **Section 13. Architectural Control Committee.** The Architectural Control Committee (hereinafter called "the Committee") shall be composed of two (2) individuals selected and appointed by the Declarant. Declarant hereby appoints, as the original and initial Architectural Control Committee members, Fred Peek and Harold Peek. The Committee shall function as the representative of Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first class residential single family development.

The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have the full authority to designate and appoint a successor. Each member of the Committee or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to these covenants and restrictions.

No building, structure, or improvement of any nature shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of such building, structure, or improvement have been submitted to and approved in writing by the Committee as to: (i) quality of workmanship and materials, (ii) conformity and harmony of external design, color and texture with existing structures, and (iii) the other standards set forth within

this instrument. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans meet the approval of the Committee, one complete set of plans will be retained by the Committee and the other set of complete plans will be marked "Approved" and returned to the Lot Owner. If found not to be in compliance with these covenants and restrictions, one set of plans will be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modifications or changes to the approved set of plans must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required by these covenants shall be in writing. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completions of such construction, then Committee approval shall be presumed.

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or Owner of any land subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Dallas County, Texas, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the owners representing seventy percent (70%) of the Lots in the Addition and has been recorded in the Land records of Dallas County, Texas agreeing to abolish the same Covenants, Conditions, and Restrictions in whole or a substantial portion thereof; provided however, that no such agreement to abolish shall be effective unless made and recorded in one (1) year in advance of the effective date of such abolishment.

The Declarant may amend or modify this instrument at any time by filing said amendment in the Land Records of Dallas County, Texas as long as the Declarant owns fifty percent (50%) of the lots in the subdivision or the declarant controls fifty percent (50%) of the lots

In Witness Whereof, CROSSROADS CENTRE, a Partnership, is being the Declarant herein, has caused this instrument to be executed this _____ day of _____, 1994.

CROSSROADS CENTRE, a Partnership

by _____
HAROLD PEEK, Managing Partner

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1994, by HAROLD PEEK, being the MANAGING PARTNER of CROSSROADS CENTRE, a Partnership, on behalf of said partnership.

NOTARY PUBLIC, STATE OF TEXAS

After recording return to:
CROSSROADS CENTRE
P. O. BOX 12146
DALLAS, TEXAS 75225