

THE STATE OF TEXAS |

COUNTY OF DALLAS |

DEED RECORD

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

3656

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FILED
10/11/81

OAKRIDGE NO. 3

GARLAND, TEXAS

THIS DECLARATION is made this 28th day of May, 1981, by OAKRIDGE DEVELOPMENT COMPANY, A General Partnership, (hereinafter referred to as "DECLARANT"),

W I T N E S S E T H :

THAT, WHEREAS, OAKRIDGE DEVELOPMENT COMPANY, A General Partnership, is the owner of a tract of land out of the WILLIAM CRITTENTON SURVEY, ABSTRACT NO. 334, City of Garland, Dallas County, known and designated as OAKRIDGE NO. 3, an Addition to the City of Garland, Texas, according to the Map or Plat thereof recorded in Volume 81145, Page 2474, of the Map Records of Dallas County, Texas; and

WHEREAS, in order to provide for the most beneficial development of said Addition, and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof for residential purposes, it is deemed necessary to subject the same to certain protective restrictions and covenants as herein set out.

NOW, THEREFORE, Declarant does hereby state and declare that said Oakridge No. 3, an Addition to the City of Garland, Texas, shall be, and the same is hereby made, subject to the following restrictions, conditions, limitations and covenants hereby imposed therein, and herein referred to as "covenants", to wit:

Section 1. Residential Lots. All lots within the Properties shall be used, known and described as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling, and, if any, its customary and usual accessory structures (unless prohibited herein). No building or structure intended for or adapted to business purposes shall be erected, placed, permitted or maintained on such premises, or any part thereof, save and except those related to development, construction and sales purpose of the Addition. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Properties. No building structure on any lot shall exceed two (2) stories in height.

Section 2. Minimum Floor Space. Each dwelling constructed on any lot shall contain a minimum of fifteen hundred (1,500) square feet of air-conditioned floor area on the ground floor, exclusive of all porches, garages, or breezeways attached to the main dwelling. However, in the case of a one and one-half or two story structure, the ground floor area of the main dwelling house shall not contain less than one thousand (1,000) square feet of air-conditioned floor space.

Section 3. Garages. Each single-family residential dwelling erected on any lot shall provide garage space for a minimum of two (2) conventional automobiles. No garage shall open onto a street in this Addition unless a specific variation is approved in writing by the Architectural Control Committee.

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Section 4. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. All service and sanitation facilities must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street. No fence, wall or hedge in excess of six (6) feet in height shall be erected, placed or altered on any residential lot without prior express written approval of the Architectural Control Committee.

Section 5. Signs. No sign or signs shall be displayed to the public view on any residential lot except (1) any builder, during the applicable initial construction and sales period, may utilize one professional sign of not more than twenty (20) square feet in size for the identification of model home locations or other advertising and sales purposes. During such construction period also one professional sign per lot, not to exceed ten (10) square feet in size may be utilized for advertising and sales purposes. All such signs and use must comply with the specifications, rules and regulations as published by the Architectural Control Committee. It is the intention that all signs used during the initial sales and construction period will be uniform in color and design to those utilized by the Declarant for the merchandising of the subdivision. (2) After the initial construction and sales period, a dignified "for sale" sign of not more than six (6) square feet in size may be utilized by the owner of the respective residential lot for the applicable sale situation; and (3) development-related signs owned or erected by the Declarant shall be permitted.

Section 6. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any lot. Temporary structures shall include, but not be limited to, any garage, servant's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the single-family dwelling. However, Declarant or any builder may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be.

Any truck, bus, boat, boat trailer, mobile home, campmobile, camper, trailer, or any vehicle other than a conventional automobile shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate lot Owner unless otherwise directed by the Architectural Control Committee.

Section 7. Garbage and Trash Collection. No residential lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers in appropriate locations which may be specified by the Architectural Control Committee. Unless otherwise expressly permitted by the Architectural Control Committee, garbage containers shall be situated and enclosed or screened so as not to be visible from any residential street. Each lot Owner shall observe and comply with any and all regulations or requirements promulgated by the Architectural Control Committee in connection with the storage and removal of trash and garbage, all of which shall comply with the requirements of the City of Garland.

If after ten (10) days prior written notice an Owner shall fail to: (i) control weeds, grass, and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris, or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then Declarant shall have the authority and right to go onto said lot for the purpose of mowing and cleaning said lot and shall have the authority and right to assess and collect from the Owner of said lot a sum not to exceed fifty dollars (\$50.00) for mowing or cleaning said lot on each respective occasion of such mowing or cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Section 8. Offensive Activities. No noxious or offensive activity shall be conducted on any portion of the Properties that will adversely affect the peace, quiet, comfort or serenity of fifty percent (50%) or more of the Owners of lots within two hundred feet (200') of such activity. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

Section 9. Exterior Surfaces. All roofs shall be constructed of dark earthtone color, 320 pound self seal composition shingle, except that other materials may be expressly approved in writing by the Architectural Control Committee, taking into account harmony, conformity, color, appearance, quality and similar considerations. The exterior surface of all residential dwellings shall be constructed of not less than seventy five percent (75%) brick, masonry or other materials approved by the Architectural Control Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, exterior paint or stain, shall be subject to the prior approval of the Architectural Control Committee. All antennas (including without limitation radio or television transmitting or receiving antennas) shall be installed within the residence so that no antennas are visible.

Section 10. Architectural Control Committee. The Architectural Control Committee, hereinafter called "the Committee", shall be composed of three (3) individuals selected and appointed by Declarant, each generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Properties. The Committee shall function as the representative of the 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 community development. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Properties. The initial Committee shall consist of M. H. Bass, B. W. Prine and C. H. Clark.

In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee shall be liable for claims, causes of action or damages (except where occasioned by gross negligence of arbitrary and capricious conduct) arising out of services performed pursuant to this covenant.

No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee, or a majority of its members, as to:

- (i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design; and facing of main elevation with respect to nearby streets;
- (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces;
- (iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring lots and improvements situated thereon and drainage arrangement;
- (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot Owners or the general value of the Properties.

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Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans and specifications will be marked "Approved" and returned to the lot Owner or his designated representative. If found not to be in compliance with these covenants and restrictions, one set of plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to be in compliance with these covenants and restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission, then the Committee approval shall be presumed.

The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these covenants and restrictions. Although the Committee shall not have unbridled discretion with respect to taste, design and any standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand). Such bulletins shall supplement these covenants and restrictions and are incorporated herein by reference.

Section 11. General Provisions.

- (a) No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways 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 a point twenty (20) 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 sight lines limitations shall apply on any lot within ten (10) feet from the intersection of the street property lines within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.
- (b) The erection of improvements beginning with the first placed on said lot or lots of said Addition shall include the laying of a sidewalk across the whole of the front of each lot and along the side of corner lots next to the side street by the respective Owner of each lot. Such sidewalks to be constructed in conformity with the City ordinances, standards and codes of the City of Garland.
- (c) All mail boxes, unless affixed to the dwelling house, shall be affixed to a substantial pole or stand permanently placed in the ground, and such mail boxes and supporting poles or stands shall be of a design approved in writing by the Architectural Control Committee.
- (d) Unless an instrument signed by a majority of the then record Owners of the lots has been recorded, agreeing to terminate or change the covenants, in whole or in part, these covenants are to run with the land and shall be binding upon all parties owning lots in the Addition, and all persons claiming under them. Each Owner shall be entitled to as many votes as he owns lots.
- (e) If any person or persons shall violate, or attempt to violate, the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the Addition to

prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

- (f) Declarant hereby provides written notice to all prospective purchasers of any lot, parcel or tract of land in the Oakridge Development that, although Declarant may enter into certain contracts with an entity whereby the entity would purchase land from Declarant for a proposed country club facility with golf course and tennis facilities, Declarant makes no representations, covenants or warranties of any nature to any prospective purchaser in Oakridge Development as to the type and availability of facilities, classes of membership, quality of service and facilities, fees to be charged, or the duration to which Club will be open, as Declarant has no involvement or participation in the operation of said country club facility.
- (g) Invalidation of any of these covenants by a judgement or a court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- (h) Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but titles to any property subject to this Declaration obtained through sale or otherwise, in satisfaction of any such mortgage or Deed of Trust shall thereafter be held subject to all of the protective restrictions and covenants hereof.
- (i) The Declarant, Oakridge Development Company, reserves the right, so long as it is the owner of any residential lot in the subdivision, to amend, revise, or abolish any one or more of the foregoing covenants and restrictions, and to revise the plat of such subdivision by instrument duly executed and acknowledged by the Declarant in the Deed Records of Dallas County, Texas.

EXECUTED this 30th day of July, 1981.

ATTEST:

OAKRIDGE DEVELOPMENT COMPANY,
A General Partnership

By MURRAY DEVELOPMENT COMPANY,
a General Partner

(Not Required)

By: [Signature]
M. H. Bass, President

STATE OF TEXAS |

COUNTY OF DALLAS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. H. Bass, President of Murray Development Company, 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 MURRAY DEVELOPMENT COMPANY, a Texas 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 30th day of July, 1981.

[Signature]
Notary Public in and for Dallas
County, Texas

DON A. TITON
13600 L.B.J.
GARLAND TEX. 75041

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R.E. Mardock
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STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on this date and time stamped hereon by me and was duly recorded in the volume and page of the record books of Dallas County, Texas as stamped hereon by me.

SEP 11 1981



R.E. Mardock

COUNTY CLERK, Dallas County, Texas

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