

FILED FOR RECORD
DENTON COUNTY TEXAS
77 APR 13 PM 2 10
MAY 10 1977
NO.

007563

DEED RESTRICTIONS
ROSEMEADE, SECTION TWO

STATE OF TEXAS : DEED RECORDS
COUNTY OF DENTON : :

KNOW ALL MEN BY THESE PRESENTS
7563

That, Underwood Development Corp., being the owners of property platted as Rosemeade, Section Two, an Addition to the City of Carrollton, Denton County, State of Texas, hereby place the following restrictions on the said property:

1. All of the property shall be known and described as residential lots. No structure shall be erected on any residential lot other than one single-family dwelling not to exceed two (2) stories in height, and a one or more car garage, attached or detached. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than for the purposes set out in this paragraph.

2. All one-story structures in the addition will be restricted to a minimum of 1,500 square feet of floor area. The minimum square feet of floor area is exclusive of porches and stoops, open or closed carports and garages. Such square footage is meant to be only that amount of area in the living area.

3. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line as indicated on the recorded plat, and shall not exceed seven (7) feet in height unless specifically required otherwise by the City of Carrollton. This does not apply to masonry walls along major thoroughfares and commercial zones as required by the City of Carrollton.

4. The main building shall not be located on any lot nearer to the lot line than the building line indicated on the recorded plat, unless otherwise approved by the City of Carrollton. The main building shall be erected a minimum of seven (7) feet or 10% of the average width of the lot at the building line, whichever is greater from the side property lines. On corner lots the main building shall be constructed to conform to the building line as indicated on the recorded plat, from the side street property line, except as may be specifically approved by the City of Carrollton. Detached and attached garages and accessory buildings on corner lots shall not be nearer to a side street property line than the setback line as indicated on the recorded plat, unless otherwise approved by the City of Carrollton, in any event entrances to all garages either attached or detached shall face the rear of the building site and shall NOT face a street, unless approved by the Architectural Control Committee in writing.

5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than fifteen (15) square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.

6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may

be kept, provided that they are not kept, bred or maintained for commercial purposes.

7. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in a sanitary container. All incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No fence, wall, 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 line connecting them at a point 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line 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.

9. Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on plat filed for record.

10. No noxious or offensive activities shall be carried on upon any lot nor anything done thereon which may be or become an annoyance or nuisance to the neighborhood. It is further covenanted that if the residence is not completed on or before 1 year from date of building permit, the record owner will pay to the developer the sum of \$25.00 per day as liquidated damages to the Addition.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.

12. The exterior of the dwelling erected on any lot described in paragraph #1 shall be 75% brick or 75% masonry. Attached garages shall be of the same construction and exterior finish as the house. Detached garages or accessory buildings shall be of any of the materials above listed in this paragraph, or wood siding. Gables in the house will be permitted of wood siding, or wood shingles if same extends NOT lower than to the top of windows of a standard height. Materials on the 2nd floor of 2-story houses must be approved by the City of Carrollton.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

16. 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 sidewalk to be constructed adjacent to the curb and in conformity with the City ordinances, standards and codes required by the City of Carrollton.

17. No one shall be allowed to park any type of boat or trailer in the front or side yards of any residence in the addition. This type of conveyance shall be kept in the rear part of said residence as a permanent location.

18. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with respect to the topography and finish grade elevation. It shall be each individual builder's or owner's responsibility to submit his plans to the Architectural Control Committee.

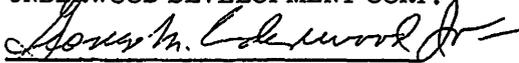
19. The Architectural Control Committee shall be composed of George M. Underwood, Jr., George M. Underwood III, Helena A. Underwood, and Nancy C. Underwood. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing.

In the event the Committee or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted or in any event after no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with. No member of the committee shall be held financially or otherwise responsible for any acts or duties exercised hereunder for failure to exercise any act or acts of duties set out herein.

EXECUTED THIS 1st DAY OF April, A.D. 19 77

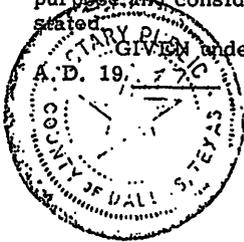
ATTESTED:

Secretary
Nancy C. Underwood

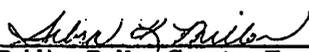
UNDERWOOD DEVELOPMENT CORP.

BY: George M. Underwood, Jr.
President

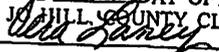
STATE OF TEXAS |
COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared George M. Underwood, Jr. and Nancy C. Underwood, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of such joint venture for the purpose and consideration therein expressed and in the capacity therein stated.



GIVEN under my hand and seal of office, this the 1st day of April A.D. 1977.


Notary Public, Dallas County, Texas

FILED FOR RECORD 1st DAY OF April A.D. 1977, at 2:40 P.M.
RECORDED 1st DAY OF April A.D. 1977.
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.
BY:  DEPUTY.