

DECLARATION  
OF  
DEED RESTRICTIONS  
FOR

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SILVER CREEK CROSSING FIRST INSTALLMENT

STATE OF TEXAS        )  
                          )    KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF DALLAS    )

THIS DECLARATION, made this the 13th day of September, 1984 by Silver Creek Crossing Joint Venture (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of Silver Creek Crossing First Installment, an Addition to the City of DeSoto, Dallas County, Texas, according to the Plat (the "Plat") thereof recorded in Volume 84065, Page 3169 of the Map Records of Dallas County, Texas (all of the land in said addition and the improvements now or hereafter situated thereon being hereinafter referred to as "Properties"); and

WHEREAS, Declarant has deemed it desirable and in the best interest for the uniform development of this addition and for the preservation of the values of the land and to promote uniformity of all improvements and construction in the area Declarant does hereby impose the following stipulations, restrictions and conditions which are hereby made covenants running with the land and which shall apply to and be binding upon the purchaser, his heirs, devisees, executors, administrators, successors and/or assigns;

NOW THEREFORE, Declarant hereby declares that the Properties in the above referenced addition are and shall be held, transferred, sold, conveyed and occupied subject to the stipulations, covenants, conditions, restrictions and charges hereinafter set forth below;

1. Start of Construction. Any person who purchases a lot in said addition shall begin construction of a residence which is in compliance with the restrictions contained herein within one year from date of deed and shall complete said residence within two (2) years of date of deed. Should said construction not begin or finish within the prescribed time, the developer reserves the right to repurchase said lot for the amount of the sales price paid by the purchaser from the developer. Should, however, any person purchase two or more contiguous lots or any lot abutting any property owned by the purchaser prior to receiving title to any lot in said addition, said purchaser shall be required to start and finish construction as required above on only one lot or the abutting property within the two (2) year time period.

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2. Minimum Living Area. Any residence constructed in said addition shall contain a minimum of 2400 square feet of living area. Said living area shall not include carports, porches, enclosed garages, outbuildings, pool house, screened porches, gazebos, or garage apartments and main quarters not attached to the main structure, or the like, but shall include all areas such as kitchen, bedrooms, living rooms, game rooms, bathrooms, and other contiguous and attached rooms uninterrupted by garages, carports or the like.

3. Commercial Operations. No property owner, lessee or licensee of property owner shall operate a commercial operation or business from his or her property in said addition if the commercial operation or business shall create a situation where four (4) or more vehicles per day must visit the premises. Nor shall any manufacturing assembly, retail or other commercial operation exist in said addition.

4. Signs. No sign of any kind or character shall be allowed in said addition other than real estate "For Sale" signs advertising the property in question for sale. The size of the sign shall be limited to six (6) square feet. The developer of said addition shall be exempted herefrom until all lots of said addition are sold.

5. Fences. No fences shall be constructed in said addition unless they comply with the following stipulations:

- a. No wire fencing material shall be allowed in any fence which abuts any street in said addition.
- b. No wire fencing materials shall be allowed in any fence unless said wire fencing material begins to be used at a point to the rear of the farthest corner of the principal residential structure on the property from the front property line.
- c. No fence shall be constructed in front of the entrance way as defined in Paragraph a, above.
- d. Fences may be constructed of allowed materials around the perimeter of the lot.
- e. Should any animals be kept on the property, a fence shall be constructed sufficient to keep said animals on the property of their owner and off the

streets of said addition, Cockrell Hill Road and off the property of property owners of said addition.

- f. Any fence erected in front of the rearmost corner of the residence on any lot in said addition shall be constructed of stucco, stone, brick, ornamental iron, finished wood or wood picket. Any fence constructed shall be maintained in good repair. No concrete fences shall be allowed.

6. On Street Parking. There shall be no parking of automobiles, trucks, trailers, motorcycles, bicycles, motorhomes or other motor vehicles on the streets of said addition.

7. Mobile Homes. No mobile homes, trailer houses or modular homes shall be placed or used on any lots in said addition for any purpose whatsoever.

8. Single Use Lots. No owner of any lot in said addition may use his lot for any purpose other than a single family residence. Single Family shall mean spouses, children, grandchildren, and parents of the property owner. In no event, however, shall more than one family unit, e.g. property owner, spouse and children of property owner occupy any lot for a period exceeding six (6) months out of any twelve (12) month period.

9. Property Owner's Association. Should at least two-thirds (2/3) of the property owners of said addition agree to form an association and adopt by-laws by a vote of three-fifths (3/5) of the total property owners of lots in said addition, all property owners shall be compelled to join said Property Owner's Association and comply with said by-laws. However, in no event shall the dues or assessments of the Property Owner's Association exceed thirty dollars (\$30.00) a month per acre or part of an acre unless any increase above that amount is approved by a vote of eighty-five percent (85%) of the total property owners.

10. Architectural Review Committee. 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 Review Committee as to general compatibility of external design with existing structures, and with respect to the topography and finish grade elevation. It shall be each individual property owner's responsibility to submit his plans to the Architectural Review Committee. It is understood that the approval by the

committee or its representatives is entirely discretionary, and approval will be withheld if such plans in any manner mar the architectural or aesthetic symmetry of the subdivision. It is further understood that a plan must be submitted before any construction is commenced. The Architectural Review Committee shall be composed of Jerry Quick, John Westmoreland and William M. Winkler. 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 disapproval shall be forthcoming within five (5) business days after submission, otherwise it shall be presumed that the plan has been approved.

11. Trash Disposal. No lot or part of a lot shall be used for dumping of rubbish or trash. Trash shall be disposed of in sanitary containers placed in a proper location for governmental or licensed trash disposal vehicles. There shall be no open burning of trash, rubbish, brush, grass or any other material.

12. Sewage Disposal. No individual sewage disposal system shall be allowed in said addition, and all sewage shall be directed into sewage lines constructed by the developer and dedicated to the City of DeSoto, Texas.

13. Landscaping. Each property owner in said addition shall upon construction of a residence in compliance with the deed restrictions contained herein shall formally landscape a perimeter around said residence with turf and ornamental plants or trees which extends to the street or fifty (50) feet whichever first occurs. All landscape plans shall be submitted to the Architectural Review Committee for approval for installation. Furthermore, the balance of the property shall be maintained with vegetation at a height of no more than eight (8) inches.

14. Microwave Disc Antennas. No microwave disc antenna shall be installed or constructed which is visible from the street in front of the residence. If such antenna is installed, it must be screened by a four (4) foot shrubbery barrier on all sides. No tower or pole antennas shall be installed which exceeds the main ridge of the roof of the residence built which is in compliance with the restrictions contained herein.

15. Setback Requirements. No structure shall be constructed on any lot in said addition, unless it is setback from the property lines as shown on the plat filed in the Map Records of

Dallas County, Texas, Volume 84065, Page 3169 which is incorporated herein by reference.

16. Construction of Residence and Contiguous Buildings. No residence shall be constructed in said addition which does not comply with the building code of the City of DeSoto, Texas and whose exterior walls, excluding windows, gables, doors and roofs, are not constructed of eighty percent (80%) fired brick or stucco. Any outbuildings, barns, storage sheds or the like shall be constructed of like material and architectural design.

17. Roofs. Roofs on any residence shall be covered with No. 1 cedar shingles, cedar shakes, concrete tile, clay tile, standing seam, copper, slate, composition shingles of comparable quality equal to "TIMBERLINE-(TM)" or "Prestic II-(TM)", or other material deemed superior by the Architectural Review Committee, and the pitch of said roofs shall be a minimum of 8:12 slope. The color of a roof is limited to "Barkwood or Weathered Wood" or any color of gray roofing material. All garages shall be constructed in a manner where it does not open from the street side of the residence and said door or opening cannot be seen from the street on which the house fronts.

18. Animals. No property owner shall allow to roam the streets of said addition any animal which causes other property owners to fear for their safety. In no event shall any property owner have in said addition any lions, tigers, monkeys, chimpanzees, orangutans, gorillas, swine or any carnivorous animals other than the commonly accepted domestic pets i.e. dogs, cats, etc. Each property owner shall be bound by any law or ordinance duly adopted by the City of DeSoto, County of Dallas, or State of Texas regarding types and numbers of animals which may be kept on the premises. However, no property owner shall have any horses, cows or other livestock in said addition.

19. Drainage Areas. Any area of any lot in said addition which was engineered to carry water or aid in the drainage of water shall not be altered or any structure built which impedes either the natural or engineered drainage of water. All creek areas shall be maintained so as to allow the natural drainage flow of upstream, downstream or run off water.

IN WITNESS WHEREOF, Silver Creek Crossing Joint Venture, being the Declarant herein, has caused this instrument to be executed this the 13th day of September, 1984.

SILVER CREEK CROSSING  
JOINT VENTURE

By: William M. Winkler  
Managing General Partner  
Parkwood Properties, Inc.  
William M. Winkler,  
President

ATTEST:  
[Signature]  
Westmoreland, Secretary

STATE OF TEXAS )  
COUNTY OF DALLAS )

BEFORE ME, the undersigned authority on this day personally appeared William M. Winkler, President of Parkwood Properties, Inc., a Texas corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledging to me that he executed the same for the purposes and consideration therein expressed and the capacity therein stated and as the act and deed of said corporation acting as Managing General Partner for the above-referenced joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13<sup>th</sup> day of September, 1984.

NOTARY PUBLIC  
STATE OF TEXAS

[Signature]  
Notary Public, in and for  
State of Texas

My Commission Expires:  
4-30-86

Printed Name of Notary:  
SHERIL L. SANTELLAN