

Building and Use Restrictions

LES JARDINS ADDITION
Fourth Installment

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

That, the undersigned VACATION HOMES, INC., being the owners of property described as Fourth Installment, LES JARDINS ADDITION, an addition to the City of Dallas, Texas, do hereby restrict said property as hereinafter set out which restrictions shall be binding upon the owners or any purchasers of said lots, their heirs, administrators, or assigns and said restrictions shall be covenants with the land, to-wit:

1. The Recorded Plat is in accordance with R-16, City Zoning, and houses will be located not less than the distance from the front property lines to the building lines therein established for the individually numbered lot and block therein. The minimum set-back line for each corner lot from the side street shall be the distances therein established for the corner lots likewise shown in the Recorded Plat.
2. There shall not be erected on any one lot designated on said plat, except as hereinafter provided, more than one private dwelling house, garage, servant house, and necessary outbuildings and said property shall be occupied by one family only, except in the case of servants living in servant quarters on the premises.
3. No dwelling shall be erected on a lot of materials other than brick, stone, brick-veneer, or other masonry materials, unless the above named materials constitute at least 66-2/3% of the total first floor outside wall area. Garage doors of attached garages shall not face the front building line of the lot upon which such garage is located. Garage doors shall not face the side street of a corner lot.
4. Each residence as erected on a lot shall have a minimum floor area of 2,000 square feet, exclusive of garages, open porches, or patios.
5. The easements shown on Fourth Installment, LES JARDINS ADDITION, as filed on record, are reserved for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use same. Any public utility shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of egress and ingress to and from and upon said easement strips for the purpose of constructing, re-constructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective system without the necessity at any time of procuring the permission of anyone.
6. 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.
7. No trailer, basement, tent, shack, bars, garage or other out-building 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 permitted as a residence.

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

9. No person owning any lot or lots shall keep domestic animals in a number in excess of that which he may use for the purpose of companionship of the private family only, it being the purpose and intention hereof to restrict the ownership of domestic animals against any commercial purposes of any kind or character and to restrict the use of said property so that no person shall quarter on the premises either horses or cows. By agreement of the parties hereto, the term "domestic animals" specifically excludes horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens or turkeys or other animals that may interfere with the quietude, health or safety of the community.

10. The foregoing building and use restrictions which are made hereby conditions subsequent running with the land, shall remain in force and effect until June 1, 1989, at which time the same shall be automatically extended for successive periods of ten years unless a majority vote of the then property owners of the lots in said subdivision shall then agree in writing to change said conditions, covenants and restrictions in whole or in part.

11. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

13. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan, or bona-fide lien which may, in good faith, be then existing on the above property.

14. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of any two of the following persons: Jack Yates, L. P. Jacobs and Joe Jacobs, or by a representative designated by a majority of the members of said committee. In the event of death of or resignation of a member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its

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designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after June 1, 1969. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots on this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

15. The erection of improvements, beginning with the first placed on said lot or lots of said addition, shall include the laying of a four (4) foot 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 shall be constructed in conformity with the City of Dallas ordinances, standards, and codes.

16. Upon the completion of all buildings on any and all lots of said addition, the builder of each individual building shall be required to clean off the alleys to the full width and remove from the addition all trash and debris resulting from his construction. The owner and builder shall comply with all ordinances of the City of Dallas.

EXECUTED this the 18th day of June, A.D., 1964.

VACATION HOMES INC.

ATTEST:

By: J.P. Frensen
Vice President

By: Jack Yates
Asst. Secretary

THE 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 J.P. Frensen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18th day of June, 1964.

Henry L. Mann
Notary Public in and for Dallas
County, Texas