

ROYAL RIDGE ADDITION
BUILDING AND USE RESTRICTIONS

DEED RECORD

THE STATE OF TEXAS I
COUNTY OF DALLAS I

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, ROYAL RIDGE DEVELOPMENT CO., A Joint Venture composed of R & W Development Corp. of Dallas and Jack Yates, being the owner of property described as ROYAL RIDGE ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the map thereof, recorded in the Records of Dallas County, Texas, do hereby restrict said property as hereinafter set out, which restrictions shall be binding upon the owner or any purchasers of said lots, their heirs, administrators, or assigns, and said restrictions shall be covenants running with the land to-wit:

1. All of the lots in said addition shall be residential lots and no structure shall be erected on any one lot other than a single family dwelling and structure normally common to single family residences. Any one lot shall be occupied by one family only except in the case of servants living in servants quarters on said lot.
2. No garage, if attached or built onto the house, shall open to the front of any lot, nor shall any garage on any corner lot open and face the front of any lot situated across the street therefrom, unless the plan is approved by party having discretion to approve plans under Restriction No. 9 below.
3. No dwelling shall be erected on a lot other than brick, stone, brick-veneer, stone-veneer, or other masonry materials, unless the above named materials constitute at least 66% of the total outside wall space.
4. Each residence as erected on a lot shall have a minimum livable enclosed floor area as follows:
 - a. 2000 square feet on LOTS 29 through 48 in BLOCK 3;
LOTS 1 through 15 in BLOCK 2;
LOTS 22 through 27 in BLOCK 1;
LOT 1 in BLOCK 1;
 - b. 1750 square feet on LOTS 16 through 27 in BLOCK 2;
LOTS 2 through 21 in BLOCK 1;

Garages, open porches, patios, and breezeways may not be included as enclosed livable floor area.
5. No structure of any type shall be erected on any lot nearer to the front property line than indicated on the recorded plat of the ROYAL RIDGE ADDITION, and no structure shall be erected closer to the side or rear lot lines than is permitted by the Ordinances of the City of Dallas governing such matters at the time of the erection of such structure.
6. No trailer, tont, shack, or temporary structure of any type shall be used or erected on any lot for use as a dwelling or residence.
7. 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. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. No fence shall extend nearer to the street than the building lines recorded on the plat and no fence shall exceed seven (7) feet in height.
9. All building plans for new structures or for additions to existing structures must be approved by Jack Yates or R & W Development Corp. or their authorized representative. This requirement will cease to exist on June 30, 1970. At that time a majority of the property owners within the Addition may, if they so desire, elect a designated representative to approve plans for an additional period of time agreeable to the majority.
10. All alleys, easements, rights-of-way, and similar burdens shown on the recorded plat of ROYAL RIDGE ADDITION for the purpose of installation of utilities and all such alleys, easements, rights-of-way and similar burdens hereafter granted or imposed for such purpose shall be strictly observed by each owner or purchaser of any part of ROYAL RIDGE ADDITION, and shall not be in any manner obstructed so as to defeat or hinder the use of

such alleys, easements, rights-of-way, or similar burdens.

11. 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 hereto to restrict the ownership of domestic animals against any commercial purpose 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 terms "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.

12. The foregoing building and use restrictions which are hereby made conditions subsequent running with the land, shall remain in force and effect until July 1, 1991, 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.

13. 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 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.

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

15. 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.

DATED this the 27th day of June, 1966.

ROYAL RIDGE DEVELOPMENT CO.,
A Joint Venture:

R & W DEVELOPMENT CORP. OF DALLAS

By

Robert K. McLeMore
Robert K. McLeMore, President

ATTEST:

Ana Helms
Asst. Secretary

Jack Yates
Jack Yates

THE 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

ROBERT K. MCLEMORE, President, 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 R & W DEVELOPMENT CORP. OF DALLAS, a 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 27th day of June, A.D. 1966

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Notary Public, Dallas County, Texas