

RESTRICTIONS

*COTERIE TOWNHOUSE
ASSOCIATION*

PHASE III

FILED DECEMBER 1976

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RESTRICTIONS

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DECLARATION OF COVENANTS AND RESTRICTIONS

DEED RECORD

WHEREAS, Estado Corporation is the Owner of the property described in Exhibit A which is attached hereto and made a part hereof for all purposes and which property is to be known as The Coterie, an Addition to the City of Dallas; and

WHEREAS, it is the desire and intention of the Owner to sell in lots and parcels the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all lots in the above described Addition and the future owners of the lots.

NOW, THEREFORE, the Owner hereby declares that all the property described above shall be subject to the following Deed Restrictions which shall be covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in the above described property or any lot or parcel thereof:

PHASE III

1. No lot shall be used except for residential purposes with the exception of those lots indicated on the plat attached hereto as Exhibit B which may be used for a Community Center and those areas designated on such plat as green spaces or open areas.

2. No buildings shall be erected, altered, placed or permitted to remain on any lot other than as a single family dwelling, except for the above mentioned Community Center. Single family dwellings may be attached in Phase 3 only and there may also be private garages and servant's houses attached or detached for use of bona fide servants. The single family dwellings may consist of townhouses and single family detached homes as defined by the Zoning Ordinance governing the development of the property.

3. The total floor area of the main structure on each lot shall have the following square footage restrictions which are exclusive of porches, garages and other out-buildings.

A. Phase 1 and 2

(1) One story structures shall have a minimum of 2200 square feet.

(2) One and one-half and two story structures shall have a minimum of 1800 square feet ground floor area.

VOL PAGE
76243 2190

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B. Phase 3

COTERIE

The main structure on each lot shall have a minimum of 1600 square feet.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than provided for in the Zoning Ordinance governing the development of the property.

5. Easements for installation and maintenance of utilities and drainage facilities and floodway easements are reserved by Owner as shown on Exhibit B. Full right of ingress and egress shall be had at all times under any dedicated easement with the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that might constitute interference with the use of such easement.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which might constitute a nuisance. Any boat, house trailer or other recreational vehicle parked on any lot shall be enclosed in the garage on such lot.

7. No structure of temporary character, mobile home, trailer, boat trailer, shack or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. This restriction does not prohibit greenhouses or a structure used for a like purpose provided the same has been approved in writing by the Architectural Control Committee referred to below.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature must be kept in sanitary containers. No signs of any kind shall be displayed on any lot except a sign advertising the property for sale or rent, or signs of architects and contractors during construction or sale. Provided, however, no such permitted sign shall exceed six square feet in area with the exception of the original sign announcing commencement of the development of The Coterie.

9. The main dwelling erected on any lot shall face the front of the lot as shown on Exhibit B, except for the single home which is already located in the above Addition at the time of these Covenants and Restrictions.

10. All fences shall be of masonry, wood construction or wrought iron to be approved in writing by the Architectural Control Committee set forth below. The height of all fences in the Addition shall be determined

Dallas

by the Architectural Control Committee and all fences may be placed on the lot lines but must be located within the limits of the lot area.

11. Driveway entrances in Phase 3 shall be only from the street on which the lot described in the deed conveying the same faces except with reference to corner lots, in which case the entrance may be from the side street. Unless otherwise approved in writing by the Architectural Control Committee, garages in Phase 1 and 2 shall be located so that openings will not directly face the front of any residence or dwelling that is situated directly across the road or street from the road or street property line, or a portion thereof, of the lot on which the garage is located, with the exception that detached garages constructed at the rear of the property may face the front property line. Porte-cochere may be located in front of the house on approval of the Architectural Control Committee.

12. No buildings shall be erected, placed or altered on any lot until the plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures as to each location with respect to topography and finish grade elevation.

13. No radio or television or other type of antennae or supporting structure may rise more than fifteen (15) feet above the highest point of the roof of any building. Such antennae must be attached to the main dwelling. No towers will be permitted.

14. None of the above lots shall at any time be subdivided into smaller lots, but it is not intended to preclude the joining of 2 lots or subdivision of 3 or more lots into lots larger than those shown on the recorded plat. The owner reserves the right so long as it is the owner of all of the lots in the addition, or any of the lots in the addition to revise the plat of such addition by instrument duly executed and acknowledged and filed in the Deed Records of Dallas County, Texas, provided that no lot on the revised plat shall contain less than 8,600 square feet.

15. The owner does not in any way warrant soil conditions on any lot in the Coterie, as some areas may have new fill in place. It is recommended by the owner that before any structure is placed on any lot that the

VOL PAGE

76213 2192

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contractor have tests run by a qualified testing laboratory to determine soil conditions and to determine what type of foundation to install under any said structure or structures.

16. A. An Architectural Control Committee (herein the "Architectural Control Committee") shall be appointed by owner and shall be initially composed of three (3) members to provide for architectural control and design for the Property and to have and exercise the other powers granted to it hereunder. The Architectural Control Committee may designate a representative or representatives to act for it. During such time as Owner owns a beneficial interest in any land within the Property, Owner shall have sole authority to (i) change the membership of the Architectural Control Committee; (ii) designate a successor to the Architectural Control Committee upon the death or resignation of any member of the Architectural Control Committee; and (iii) substitute another member in place of any member of the Architectural Control Committee who is for any reason unwilling or unable to serve. From and after the date that Owner shall no longer own a beneficial interest in any land situated within the Property, said authority shall vest in a majority of the Owners of the Lots. Actions of the Architectural Control Committee will be by majority vote of its members. Neither the members of the Architectural Control Committee nor its designated representative shall be entitled to any compensation for, or liable for damages, claims, or causes of action arising out of, any services performed by it.

B. Anything contained in the foregoing to the contrary notwithstanding, no structure shall be erected, placed or altered on any Lot in the Property until the building plans, and a plot plan showing the location of the building on the Lot have been approved in writing by the Architectural Control Committee as to the conformity and harmony of exterior design with existing structures on the Property, and as to location with respect to topography and finish grade elevation. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after they have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and 16 A and B shall be deemed to have been fully complied with.

17. These Covenants and Restrictions shall remain in force and effect for twenty-five (25) years from the date hereof. Provided, however,

the Owners of fee simple title of not less than two-thirds of the lots in the above Addition may change, alter or abolish all or any part of these Covenants and Restrictions upon publication and recording of a written amendment hereto and such action is approved by the City Council of the City of Dallas at a duly authorized public hearing. In case these Covenants and Restrictions are altered or amended, the same as so altered or amended shall have the same force and effect as these original Covenants and Restrictions. Any Document altering or amending these Covenants and Restrictions shall be duly executed, acknowledged and recorded in the Deed Records of Dallas County, Texas. Each Owner shall be entitled to one vote for each lot owned in the above Addition.

18. These Restrictions have not been requested by the City Council of the City of Dallas but are being tendered by the Developer as a result of a compromise worked out with neighboring and nearby property owners in the course of securing the amendment in zoning needed to permit the appropriate development of the Addition. These Deed Restrictions are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning is concerned.

19. These Restrictions inure to the benefit of the City of Dallas, Texas and the undersigned owner hereof does hereby grant to the City of Dallas the right to prosecute, at law and in equity, against the person violating or attempting to violate such Restrictions, either to prevent him or them from so doing and to correct such violation or to recover damages or other relief for such violation, and for further remedy, the City of Dallas may withhold the Certificate of Occupancy necessary for the lawful use of the property until such Restrictions described herein are fully complied with, provided, however, that after the said twenty-five (25) year period referred to above, these Restrictions may be released or modified by the City of Dallas. Likewise, these Covenants and Restrictions may be enforced by proceedings at law or in equity by any property owner in the above Addition against any person or persons violating or attempting to violate any Covenant either to restrain violation or recover damages.

20. These Restrictions are hereby declared covenants running with the land and shall be fully binding upon all persons acquiring property within the above described tract, and any persons by acceptance of title to

VOL PAGE
76213 2194

02194

any of the above described property shall hereby agree and covenant to abide by and fully perform the foregoing Restrictions and Covenants.

ESTADO CORPORATION



Robert W. Anderson

By *C. W. Murchison III*
C. W. Murchison, III
President

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 C. W. Murchison, III, 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 ESTADO CORPORATION, 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 the 29th day of November 1976.



W. J. Johnson
Notary Public, Dallas County, Texas

Approved as to form:
LEE E. HOLT, City Attorney
By *J. E. Holt*
Assistant City Attorney

VOL PAGE
76213 2195

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EXHIBIT A

BEING a tract of land situated in the Edward Wilburn Survey, Abstract No. 1583, in the City of Dallas, Blocks 7435, A/7434, B/7434, 7438, 7434, and 7433, Dallas County, Texas and being more particularly described as follows:

BEGINNING at an iron pin found for a corner, said pin being on the north right-of-way line of the Interstate Highway 635 service road and 214.0 feet east of the east right-of-way line of Copenhill Road;

THENCE North 3°52'22" West, a distance of 399.97 feet to an iron pin found for an angle point;

THENCE North 3°23'49" West, a distance of 79.59 feet to a point for a corner;

THENCE North 89°07'59" East, a distance of 351.88 feet to an angle point;

THENCE North 35°16'06" East, a distance of 23.62 feet to an angle point;

THENCE North 69°25'49" East, a distance of 110.98 feet to an angle point;

THENCE North 48°18'14" East, a distance of 122.57 feet to an angle point;

THENCE North 65°22'54" East, a distance of 96.97 feet to an angle point;

THENCE North 33°07'12" East, a distance of 43.13 feet to an angle point;

THENCE North 3°32'35" West, a distance of 254.15 feet to a piece of angle iron for a corner;

THENCE North 89°54'04" East, a distance of 11.87 feet to a point for a corner;

THENCE North 3°15'08" West, a distance of 207.89 feet to a point for a corner;

THENCE North 88°54'04" East, a distance of 178.20 feet to a point for a corner;

THENCE North 3°11'44" West, a distance of 81.33 feet to an iron pin found for a corner;

THENCE North 89°29'32" East, a distance of 204.83 feet to an iron pin found for a corner;

THENCE North 89°23'43" East, a distance of 170.06 feet to an iron pin found for a corner;

THENCE North 89°32'30" East, a distance of 333.69 feet to an iron pin found for a corner;

VOL PAGE
76243 2196

THENCE North 17°01'35" East, a distance of 63.44 feet to an iron pin found for a corner;

THENCE North 89°31'46" East, a distance of 498.23 feet to a point for a corner;

THENCE South 17°13'24" West, a distance of 985.00 feet to an iron pin found for a corner;

THENCE South 89°42'04" West, a distance of 499.32 feet to an iron pin found for a corner;

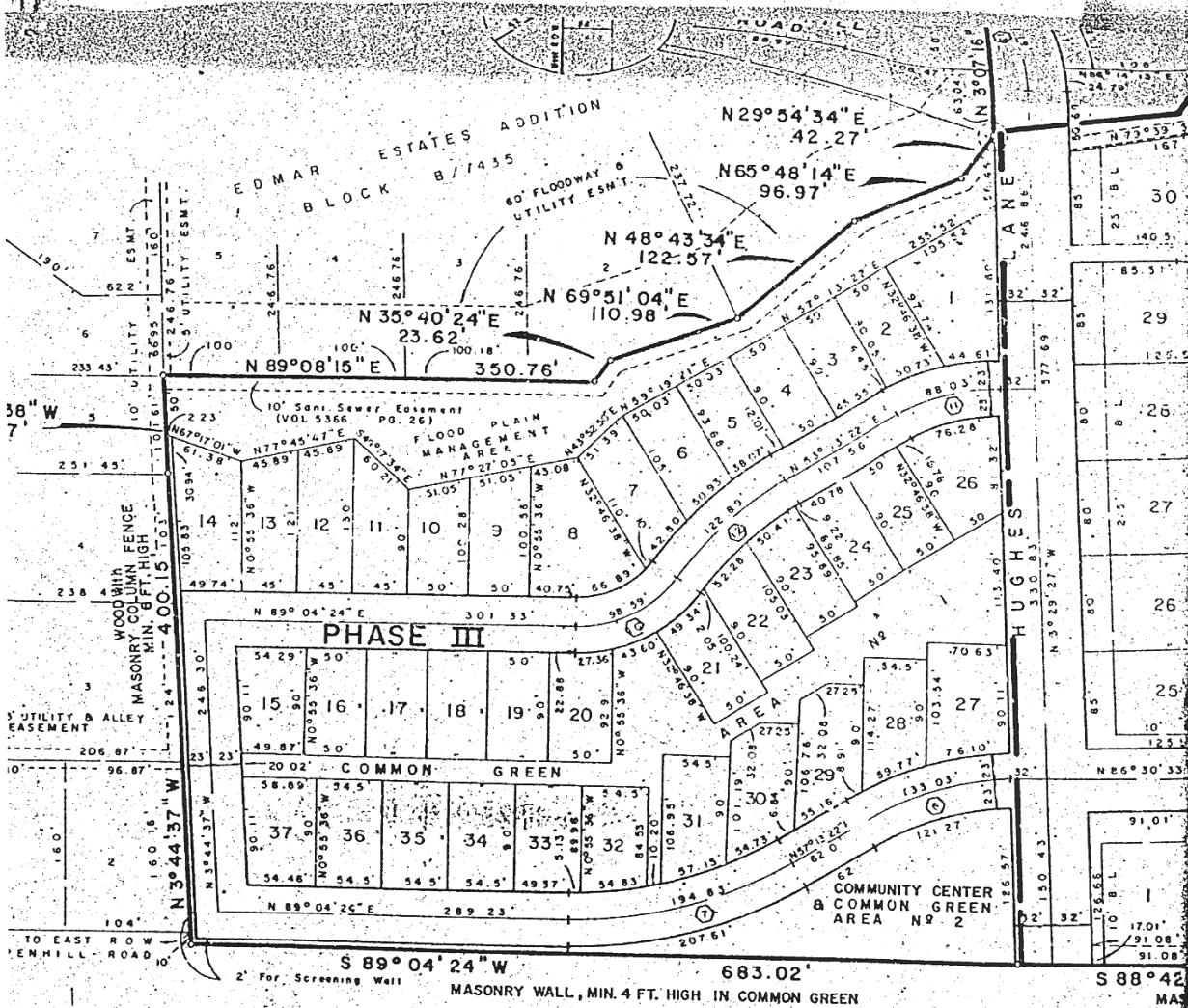
THENCE South 16°06'01" West, a distance of 367.28 feet to a point for a corner; said point being on the north right-of-way line of the Interstate Highway 635 service road;

THENCE South 88°42'02" West, along north right-of-way line a distance of 448.0 feet to an iron pin found for an angle point;

THENCE South 89°04'24" West, continuing along said north right-of-way line a distance of 683.02 feet to an iron pin found, same iron pin being the POINT OF BEGINNING and containing 1,635,123 square feet or 37.537 acres of land more or less.

VOL PAGE
76243 2197

76243 2197



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VOL. PAGE
76213 2203

002206