

# Restrictions

## Casa Linda Edition [Section 1]

State of Texas  
County of Dallas

Know all men by these presents: that we, Carl M. Brown and wife, Id May Brown, and Thomas Earl Loving and wife, Ruby Loving, being the owners of a parcel of land out of the W.S.B. Anderson Survey, Abstract No. 8, and the R. Scurry Survey, Abstract No. 1382, in the County of Dallas, State of Texas, and more particularly described as Casa Linda Estates, an addition to the City of Dallas, Texas, according to the map or plat of said addition recorded in volume \_\_\_\_ Page \_\_\_\_ of the Map Records of Dallas County, Texas, do hereby adopt the following restrictions and conditions governing the use of the property in said addition, which restrictions and conditions shall be covenants running with the land and shall apply to and be binding on future purchasers, their heirs, devisees, executors, administrators, successors, or assigns:

- (1) There shall not be erected on any one estate, as such estate may be prescribed or described or designated in each deed, more than one private dwelling house and the necessary outhouses, and said premises shall be used for private dwelling purposes and by white persons only, not excluding bona fide servants of any race; except that on any Estate fronting on EL CAMPO DRIVE and on REDONDO DRIVE, west of its points of intersection with El Campo Drive, a two family dwelling may be erected.
- (2) No dwelling house or outbuildings shall be erected on said Estate, excepting in accordance with plans and specifications which have been approved in writing by a committee of three, which committee shall be composed of the owner of Casa Linda Estates, the Chairman, and two other Estate owners residing in said estates; said two committee men to be elected by a majority vote of the owners. Copy of said plans and specifications shall be filed with the Chairman of said committee.
- (3) The exterior construction of any dwelling erected on any Estate shall be of Brick, Brick Veneer, stone, stone-veneer, hollow tile, stucco or concrete, or any of the heretofore mentioned materials for the first story/frame for the second story, and the servants house, garage and other outhouses may be of frame weatherboarded and painted, or any of the foregoing materials, except, that on those Estates fronting on El Campo Drive and on Redondo Drive west of its points of intersection with El Campo Drive, the exterior construction of any dwelling may be frame if weatherboarded and painted.
- (4) On all estates fronting on BUCKNER BOULEVARD, in Blocks "A", "D", and "E". no dwelling shall be erected unless it is full two stories in height; and shall contain not less than 2200 square feet of floor space, exclusive of porches, terraces and outbuildings, whether attached or detached. On all other estates shown as subdivided on the map of dedication, either one story, story and one half or two story dwellings may be erected. On all Estates fronting on Buckner Boulevard in blocks "B", "C", "H", and "L" no dwelling shall be erected which contains less than 1400 square feet of floor space exclusive of porches, terraces and outbuilding, whether attached or detached; and said dwellings shall contain a minimum of six rooms, exclusive of bath. On all Estates fronting on Hermosa Drive in block "A", Alta Mira Drive in Blocks "B" and "C" and on Redondo Drive in Blocks "D" and "L", shown as subdivided on map of dedication, no dwelling shall be erected which contains less than 1000 square feet of floor space exclusive of porches, terraces and outbuildings whether attached or detached; and said dwellings shall contain a minimum of five rooms, exclusive of bath. On all Estates fronting on El Campo Drive in Blocks "J" and "K" and those fronting on Hermosa Drive and Redondo Drive in Block "K", shown as subdivided on the map of dedication, no dwelling shall be erected which contains less than 900 square feet of floor space exclusive of porches, terraces and outbuildings, whether attached or detached; and said dwellings shall contain a minimum of five rooms, exclusive of bath.
- (5) No dwelling house (this to apply to the main body or other enclosed portion of the house) shall be erected on any Estate fronting on Buckner Boulevard at any point nearer than 100 feet to the property line of the street; and on all other streets no dwelling house shall be erected on any estate at a point

nearer than 50 feet to the property line of the street. On Buckner Boulevard no dwelling house shall be erected on any estate at a point nearer than 25 feet to either side property line. On all other streets no dwelling house shall be erected on any Estate at any point nearer than 15 feet to either side property line.

- (6) No buildings fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the "Easement Strip" as shown on the Map of Dedication of Casa Linda Estates. Said "Easement Strip" being reserved for the mutual use and accommodation of all public utilities, desiring to use or using same. All or any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on this "Easement Strip", and all public utilities shall at all times have the full right to ingress and egress to or from and upon the said Easement Strip, for the purpose of constructing, reconstructing inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems, without the necessity at any time of procuring the permission of anyone.
- (7) Any fence constructed on any estate must be of ornamental iron or woven wire, with iron posts, or rustic fence, stone fence, or wooden fence duly painted, and must not be more than 40 inches high between the dwelling and the street which the dwelling faces, nor more than five feet high the depth of the dwelling, nor more than six feet high at any point rear of the dwelling.
- (8) Any dwelling erected on any Estate must be equipped and connected with a septic tank or sanitary sewer disposal system approved by the City of Dallas.
- (9) No garage, servant's house, garage house or other temporary dwelling or outbuilding shall be occupied by owner, tenant or any one prior to the erection of main dwelling.
- (10) No noxious or offensive trade shall be carried on upon any Estates, now shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1963, it shall be lawful for any other person or persons owning any other estates in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants of restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violations.
- (11) It is further agreed and stipulated that upon the breach of any of the foregoing conditions and covenants, within twenty five years from the first day of January, 1938, the title to said premises shall ipso facto and immediately revert to and vest in Carl M. Brown and wife, Ida May Brown, their successors or assigns, and they or their successors or assigns shall be entitled to immediate possession thereof but such reversion shall not affect any mortgage, or other lien, which in good faith at that time may be existing upon said property or any improvements thereon.
- (12) Each and every condition and covenant herein contained shall terminate and be of no further effect after twenty-five years from the first day of January, 1938, provided; that at any time within one year before the expiration of said period the then owners of a majority of the square foot area of said Estates, may by written declaration signed and acknowledged by them, and recorded in the deed records of Dallas County, Texas, extend or amend said restrictions, conditions and covenants, provided that nothing contained in this paragraph #12 shall apply to provisions of paragraph #6 above.

WITNESS OUR HANDS at Dallas, Texas, this 14 day of October, A. D. 1937.

CARL M. BROWN  
IDA MAY BROWN

THOMAS EARL LOVING  
RUBY LOVING

STATE OF TEXAS

COUNTY OF DALLAS            BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared CARL M. BROWN and IDA MAY BROWN HIS WIFE, BOTH KNOWN TO ME TO BE the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Ida May Brown, wife of said Carl M. Brown, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Ida May Brown, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of Oct. A.D. 1937

G. H. Poage

Notary Public, Dallas County, Texas

STATE OF TEXAS

COUNTY OF DALLAS            BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared THOMAS EARL LOVING and RUBY LOVING, HIS WIFE, Both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Ruby Loving, wife of said Thomas Earl Loving, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Ida May Brown, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of Oct. A.D. 1937

G. H. Poage

Notary Public, Dallas County, Texas

FILED FOR RECORD OCTOBER 16<sup>th</sup>, A. D. 1937 at 10:45 o'clock a.m. ED. H. STEGER, County Clerk.

By: A. E. Grugett Deputy. RECORDED OCTOBER 18<sup>th</sup>, A. D. 1937 E. H. STEGER, County Clerk.

By [can't read signature] Deputy.