

WITNESS MY HAND this the 2nd day of June A.D.1939

N.E.MITTENTHAL

THE 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 N.E. Mittenthal, 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 5 day of June A.D.1939

RUBY WHITE, NOTARY PUBLIC
DALLAS COUNTY, TEXAS.

L.S.

Filed for record this the 8 day of June A.D.1939 at 10 A.M.

Ed H Steger County Clerk by A.E. Grugett Deputy

Recorded June 29, 1939 Ed H Steger County Clerk by

Deputy

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CARL M. BROWN ET AL

TO: RESTRICTIONS - CASA LINDA
ESTATES, 2ND INSTALLMENT

RESTRICTIONS,
CASA LINDA ESTATES
SECOND INSTALLMENT

First. There shall not be erected on any one Estate, as such Estate may be prescribed or described or designated in this deed, more than one private dwelling house and the necessary outhouses, and said premises shall be used for private dwelling purposes only, and by white persons only, not excluding bona fide servants of any race; except a two family dwelling may be erected with side entrance, and only one main front entrance, provided the plans are approved in writing by the Developer of this sub-division;

Second: No dwelling house or outbuildings shall be erected on said Estate, except in accordance with plans and specifications which have been approved in writing by the Owner of Casa Linda Estates. Copy of said plans and specifications shall be filed with the Owner of said Casa Linda Estates.

Third: 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 other fire resisting material, provided written consent is given by the Owner of Casa Linda Estates, or any of the heretofore mentioned materials for the first story, and frame for the second story, and the servant's house, garage and other outhouses may be of frame weatherboarded and painted, or any of the foregoing materials.

Fourth: No dwelling shall be erected which contains less than 1050 square feet of floor space, exclusive of porches, terraces, garage and out buildings, whether attached or detached; and said dwellings shall contain a minimum of five rooms, exclusive of bath.

Fifth: No dwelling house (this to apply to the main body or other enclosed portions of the house) shall be erected on any estate fronting on any street, at any point nearer than 50 feet to the property line of the street. On Hermoso Drive, no dwelling house, garage or out-buildings shall be erected on any estate, at any point nearer than 50 feet of said Drive. No dwelling shall face on Hermoso Drive. On all other streets no dwelling, garage or outbuilding shall be erected at a point nearer than 40 feet from the street as a side set back. No dwelling house shall be erected on any Estate at any point nearer than 12 feet of either side property line.

Sixth: No building, fences, trees, shrubs or other improvements or growths shall be con-

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structed or placed upon, over or across the "Easement Strip" as shown on the Map of Dedication of Casa Linda Estates, Second Installment. Said "Easement Strip" being hereby 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 of 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 of at any time, procuring the permission of anyone.

Seventh: Any fence constructed on any Estate, must be of ornamental iron or woven wire with iron posts, 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 40 inches high at any point on corner Estates back to its restricted building line from the street. Any other fencing on the Estate from the rear of dwelling to the back, may be to six feet in height. Any continuous shrubbery or hedge must conform to the rights as set out in the above fence restrictions.

Eighth: 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, and the Owner of Casa Linda Estates.

Ninth: No garage, servants house, garage house or outbuilding shall be occupied by owner, tenant or anyone prior to the erection of main dwelling.

Tenth: No noxious or offensive trade shall be carried on upon any Estate, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

Eleventh: 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 1st, 1963, it shall be lawful for any other person or persons owning any other Estate in the subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Twelfth: No gas meter shall be set nearer the street, than the front or side of dwelling, unless the meter is of any underground type.

Thirteenth: Any Estate when improved, the purchaser must construct or have constructed, a reinforced concrete dip, entering said Estate, of uniform grade, and size, as established by the Owner of Casa Linda Estates.

Fourteenth: 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 1936, 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 No. 14, shall apply to provisions of paragraph No. 6, above.

CARL M. BROWN

IDA MAY BROWN

MRS. E. B. HART

THE 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 the 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 15th day of June 1939

BAILEY C. JOHNSON, NOTARY PUBLIC
DALLAS COUNTY, TEXAS.

L. S.

THE 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 Mrs. E. B. Hart, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June A. D. 1939

BAILEY C. JOHNSON, NOTARY PUBLIC
DALLAS COUNTY, TEXAS.

L. S.

Filed for record this the 16 day of June A. D. 1939 at 3:45 P. M.

Ed H Steger County Clerk by A. E. Gruett Deputy

Recorded June 29, 1939 Ed H Steger County Clerk by *A. E. Gruett* Deputy

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SAM MITTENTHAL IND. EX. OF EST. OF THE STATE OF TEXAS:

FLORA KAUFMAN, DECEASED :

KNOW ALL MEN BY THESE PRESENTS:

TO: RELEASE :

COUNTY OF DALLAS :

HELEN KING ET VIR :

That in consideration of the payment in full according to the face and tenor thereof of one certain promissory note for the principal sum of \$1200.00, executed by Helen King et vir, F. S. King, payable to the order of N. E. Mittenthal, and described in a certain deed of trust executed by Helen King et vir, F. S. King, to Lewis B. Lefkowitz, trustee, dated the 6th day of December, A. D. 1935, and recorded in Volume 1166, page 316, of the records of Deeds of Trust of Dallas County, Texas, the undersigned, the owner and holder of said note does hereby release the deed of trust then shown by said instrument to exist upon the following described property, to secure the payment of said note, viz: Lying and being situated in the City and County of Dallas, State of Texas, and being: Lot 13, in Block 27/3447 of Sunset Hill, an addition to the City of Dallas, Texas, according to the map thereof recorded in Volume 1, pages 328-9 Map records of Dallas County, Texas.

WITNESS MY HAND this the 2nd day of June A. D. 1939

SAM MITTENTHAL, Independent Executor of
the Estate of Flora Kaufman, deceased.

THE STATE OF TEXAS:

COUNTY OF DALLAS : BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County,