

29.00

AFFIDAVIT

THE STATE OF TEXAS)
COUNTY OF DALLAS)

7191

59.00
3.12/

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM L. HUBBERS who, by me first being duly sworn, deposed and states as follows:

This Affidavit is made in connection with the renewal and extension of restrictions, conditions and covenants applicable to the Second Installment of CASA LINDA ESTATES, an Addition to the CITY of DALLAS, as shown in the public records of Dallas County, Texas, and contained in the original deeds from Carl M. Brown and wife, Ida May Brown, Developers, for the purpose of showing the total square foot area of the lots or estates, exclusive of streets, contained in said Second Installment as originally platted and developed by said Developers.

I have examined the affidavit of Carl M. Brown given in conjunction with the RENEWAL OF RESTRICTIONS, CASA LINDA ESTATES, SECOND INSTALLMENT, filed for record on 15 November 1962, in volume 5870, page 342, of the deed records of Dallas County, Texas, said affidavit being filed in said deed records on Nov. 15, 1962, as Instrument No. 286587. In said Affidavit, Affiant states that in the Second Installment of CASA LINDA ESTATES, the total area of the lots or estates of said Addition, exclusive of streets, is 2,123,440 square feet.

I have resided in the Second Installment of CASA LINDA ESTATES since 1957. I have studied the original and subsequent plats of said Addition and can state of my own personal knowledge that there has been no material change in the total area of lots or estates in said Addition, exclusive of streets since August 21, 1962.

Further, Affiant saith not.

William L. Lubbers

SWORN TO and SUBSCRIBED before me by the said _____
WILLIAM L. LUBBERS, this 27 day of DECEMBER
1983, to certify which witness my hand and seal of office.

ROSS C. MARIS, Notary Public
in and for Dallas County, Texas

Ross C. Maris
NOTARY PUBLIC, DALLAS COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF DALLAS)

RENEWAL OF RESTRICTIONS

CASA LINDA ESTATES

SECOND INSTALLMENT

We, the undersigned, are presently owners of lots or estates in Casa Linda Estates, Second Installment, an Addition to the City of Dallas in the County of Dallas, Texas, the map or plat of which is recorded in Volume 6, Page 144-A, Map Records of Dallas County, Texas.

As owners of a majority of the square feet area of said Estates, we desire to renew and amend the restrictions, conditions and covenants running with our land, which restrictions, conditions and covenants are recorded in Volume 6, Page 144-A of the Map Records of Dallas County, Texas, and are also contained in the original deed from Carl M. Brown and wife, Ida May Brown, Developers, to each of us or to our predecessors in title, such renewal and extension and amendment to be not only of the original restrictions, but also any additions, changes, or amendments duly made, filed and recorded since the original restrictions.

NOW, THEREFORE, each of us makes this written declaration, hereby renewing and extending and amending said restrictions, conditions, and covenants, as duly supplemented and amended for an additional twenty-five (25) years from and after January 1, 1984, at the end of which time said restrictions, conditions and covenants will automatically renew for a second twenty-five (25) year period, in the absence of any contrary action by the then owners of the majority of the square feet of the SECOND INSTALLMENT of CASA LINDA ESTATES.

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These restrictions, conditions and covenants shall be amended hereby to read as follows:

FIRST: There shall not be erected on any one Estate, as such Estate may be prescribed or described or designated in this **SECOND INSTALLMENT, CASA LINDA ESTATES**, more than one private dwelling house and the necessary outhouses, and said premises shall be used for private dwelling purposes only

SECOND: 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 and or 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.

THIRD: On all estates, either one story, story and one half or two-story dwellings may be erected. No dwelling shall be erected which contains less than 1,000 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.

FOURTH: No dwelling shall be erected on any estate at a point nearer than fifty (50) feet to the property line of the street. No dwelling house shall be erected on any estate at any point nearer than twelve (12) feet to either side property line.

FIFTH: No building, fence, tree, shrub, or other improvement or growth 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 or efficiency of its respective exits on this "Easement Strip" for the purpose of constructing, re-constructing, 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.

SIXTH: 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 forty (40) inches high between the dwelling and the street which the dwelling faces, nor more than five (5) feet high the depth of the dwelling, nor more than six (6) feet high at any point rear of the dwelling.

SEVENTH: 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.

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

NINTH: 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. 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, 2009, it shall be lawful for any other person or persons owning any other estate in said CASA LINDA ESTATES, SECOND INSTALLMENT 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/her or them from so doing or to recover damages or other dues for such violations.

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

ELEVENTH: Any estate when improved, the purchaser must construct or have constructed a reinforced concrete dip entering said Estate of uniform grade and size as per those established prior to 1983.

TWELFTH: Each and every condition contained herein shall renew and be effective for an additional twenty-five (25) years from the first day of January 2009 in the absence of contrary action by the owners of fifty-one (51) percent of the square footage of CASA LINDA ESTATES, SECOND INSTANTMENT.