

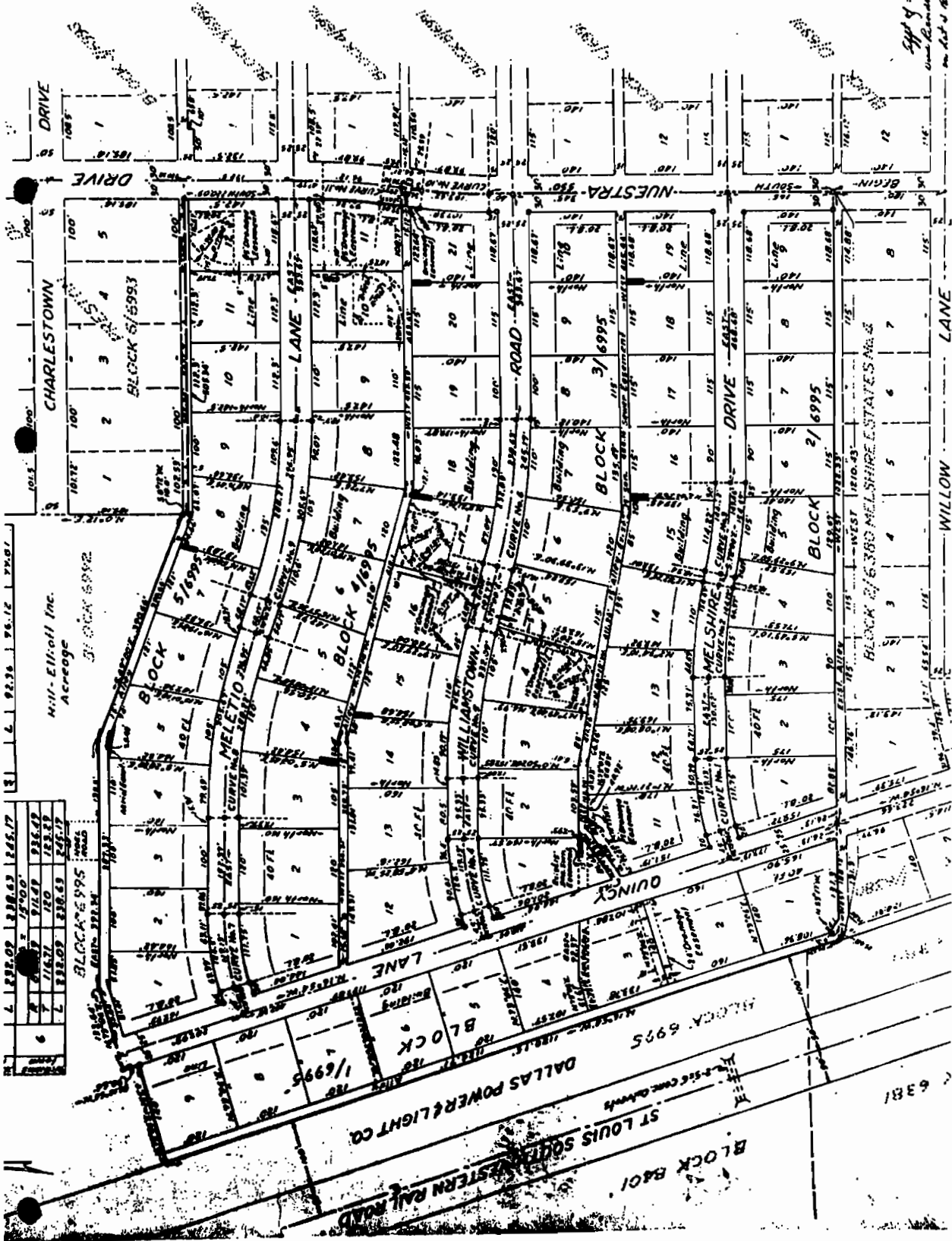


1-PLATS

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200

Effect of Drive
and Records on
the Lot of Block



7	232.09	238.63	245.17
6	116.21	120.00	123.79
5	116.21	120.00	123.79
4	116.21	120.00	123.79
3	116.21	120.00	123.79
2	116.21	120.00	123.79
1	116.21	120.00	123.79

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Block 99/6995
Block 100/6995



5- MISC

RESTRICTIVE COVENANTS

THE STATE OF TEXAS)
COUNTY OF DALLAS)
KNOW ALL MEN BY THESE PRESENTS:

THAT WE, HILL-ELLIOTT, INC., A Texas Corporation, located in Dallas County, Texas, being the owners of MELSHIRE ESTATES, FIFTH INSTALLMENT, UNIT II, an addition to the City of Dallas in Dallas County, Texas, according to the plat thereof recorded in Volume 49, Page 63, of the Map Records of Dallas County, Texas, hereby place the following restrictions on all of the lots of said Melshire Estates, Fifth Installment, Unit II, said lots being more particularly described as follows:

Q-N

- Lots 1 through 9 in Block 1/6995 *W → C*
- Lots 1 through 9 in Block 2/6995 *Melshir*
- Lots 1 through 19 in Block 3/6995 *W → C*
- Lots 1 through 21 in Block 4/6995 *Melshir*
- Lots 1 through 12 in Block 5/6995 *Melshir*

1. All the lots described hereinabove shall be known and described as residential lots. No structures shall be erected on any residential lot other than one detached single family dwelling, not to exceed one and one-half stories in height, and one one-car or one two-car or one three-car garage or carport attached to dwelling, and attached servant's house for the use of bona fide servants. There shall be no garage or carport detached from the main house, and no garage shall face the street, that is no garage door shall open onto the street on which the house faces. No building shall be erected, altered, placed or permitted to remain on any lot other than for the purposes set out in this paragraph.

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line as shown on the recorded plat of said Addition.

3. No dwelling shall be permitted on any lot described herein which contains less than 2000 square feet of floor area, exclusive of porches and stoops and garages. Such square footage is meant to be only that amount of area contained in the dwelling space.

On one-story dwellings the exterior erected on any lot described herein shall be brick, brick veneer, stone, stone veneer, except that 10% of exterior wall area may be wood siding, stucco, or wood shingles, if such is used for decorative and/or architectural purposes. On one and one-half story dwellings the exterior shall be brick, brick veneer, stone or stone veneer on the first story. Wood siding, stucco or wood shingles may be used on the half story if such is used for decorative and/or architectural purposes.

4. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line. On inside lots no building shall be located nearer a side line of the lot than 10 feet, or 10% of the average width of any such lot, whichever is greater. On corner lots no building shall be erected nearer to the property line of the side street than 20 feet. Attached garages and accessory buildings shall not be nearer to a side street line than the setback indicated on the recorded plat or 20 feet, whichever is greater.

For the purposes of these covenants, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot described herein having a width of less than 90 feet at the minimum setback line nor shall any building be erected or placed on any lot with an area of less than 16,000 square feet; except that a dwelling may be erected or placed on any lot as originally platted on recorded plat of said Addition referred to hereinabove.

6. No building shall be erected, placed, or altered on any lot until the construction 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 and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line as provided herein, unless similarly approved. Approval shall be as provided in the subsection of paragraph 7 hereof.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. 3604(c).

(RESTRICTIONS)

7. The Architectural Control Committee is composed of Richard I. Carnody, G. B. Hagerman, and J. Hub Hill, all of Dallas, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for its services performed pursuant to this covenant. At any time the then record owner or owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications 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 the related covenants shall be deemed to have been fully complied with.

8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal for such material shall be kept in a clean and sanitary condition.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection from the street lines, or in the case of a

rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of street property line within the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Easements and alleys for the installation and maintenance of utilities and drainage facilities shall be reserved as shown on the recorded plat.

13. No noxious nor offensive activity shall be carried on upon any lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

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

RECORDED this 17th day of September A.D., 1962.

HILL-ELLIOTT, INC.

J. Hub Hill
J. Hub Hill, President



THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared J. HUB HILL, President of Hill-Elliott, Inc., 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 Hill-Elliott, Inc., 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 17th
September A. D., 1962.



James G. Hines
Notary Public in and for Dallas County, Texas
JAMES G. HINES
Henry Public, Dallas County, Texas
My Commission Expires June 1, 1963

Filed for Record on the 19 day of
Duly Recorded this the 26 day of
Instrument No. 740389

Sept A. D. 1962 at 11:53 o'clock A.M.
Sept A. D. 1962 at o'clock P.M.
BY I. CAMPBELL, ACTING County Clerk
Dallas County, Texas

By *[Signature]* Deputy

STATE OF TEXAS)
COUNTY OF DALLAS)

240655...\$1.00

RELEASE

KNOW all men by these presents that, whereas on the 10th day of September, 1962, in the United States District Court for the Northern District of Texas, in a certain cause styled United States of America v. Raymond Allbritton and Loreta Allbritton, No. 6420 Civil, the United States of America, as plaintiff, recovered of Raymond Allbritton and Loreta Allbritton, as defendants, a judgment in the sum of \$570.43, together with interest thereon from September 10, 1954 and all costs of suit, the abstract of which judgment was placed and now appears of record in Book 3, Page 11, of the Federal Abstract of Judgment Records, Dallas County, Texas, which said records have been made a part hereof and reference is hereby made thereto for a better description of such judgment; and

WHEREAS, such judgment, together with interest and court costs, has been fully and finally paid and that at the time of the payment of such judgment the United States was the owner and the party to receive payment thereof;

NOW, THEREFORE, I, Martha Joe Stroed, Assistant United States Attorney for the Northern District of Texas, in consideration of the premises hereby acknowledge payment of the aforesaid described judgment and do hereby release, unto the said Raymond Allbritton and Loreta Allbritton, their heirs and assigns, all liens and encumbrances existing by reason of



5- MISC

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 HENRY SCHREIBER (H. A. Schreiber) 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 the 22nd day of May, A. D. 1950.

Billie Shields
Notary Public in and for Dallas County,
Texas.

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 Hattie Schreiber, wife of H. A. Schreiber (Henry Schreiber), known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Hattie Schreiber acknowledged such instrument to be her act and deed, and she declared that she 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 the 22nd day of May, A. D. 1950.

Billie Shields
Notary Public in and for Dallas County,
Texas.

Filed for Record on the 23 day of May A. D. 1950 at 10:10 o'clock A.M.
Duly Recorded this the 8 day of May A. D. 1950 at 10 o'clock A.M.
Instrument No. 201577
ED. H. STEGER, County Clerk
Dallas County, Texas
Cham Cull Deputy

THE STATE OF TEXAS |
COUNTY OF DALLAS |

201578 \$2.00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, M. E. FLORENCE, GOODMAN ARONSON, ~~W. L. TURKAS~~ and W. H. WORTHW, the owners of approximately _____ acres, being all the property that we own facing Forest Lane, between the St. Louis & Southwestern Railroad and Preston Road, do hereby restrict the above property, which said restrictions shall be binding upon the owners or any purchaser of any lot, their heirs, administrators or assigns, and which said restrictions shall be in the nature of covenants running with the land and enforceable by any owner of any property which is a parcel of the above tract in a Court of competent jurisdiction. Said restrictions shall be as follows:

- (1) All of the lots in this tract shall be known and described as residential lots and no structure shall be erected other than single-family dwellings and in no event to exceed two (2) stories in height.

Restrictions indicating a preference, limitation of discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

DEED VOL 3776 / 1196

(2) The undersigned agree that the City of Dallas may zone said tract of land for residential purposes, designated as R-16 Residential as defined in the Zoning Ordinance of the City of Dallas, save and except the first tier of lots that will face or abut on Forest Lane shall be zoned R-1/2 Acre Residential as defined in the Zoning Ordinance of the City of Dallas.

(3) No dwelling shall be erected on said property of materials other than brick, stone, brick-veneer, stone-veneer, hollow tile or stucco, unless the above named materials constitute 60% of the outside walls of the structure.

(4) Each house that is built in the area zoned "R-16", shall have a minimum of 1500 square feet of ground-floor area, exclusive of garages, porches or breezeways, and servant quarters, which may be attached to the main structure.

(5) Each house that is built in the area zoned "R-1/2 Acre", shall have a minimum of 1800 square feet of ground-floor area, exclusive of garages, porches or breezeways, and servant quarters, which may be attached to the main structure.

(6) The Building Inspector of the City of Dallas is hereby authorized to refuse to issue a building permit for any house to be constructed on any part or parcel of the above described property, unless the plans and specifications comply with all the restrictions set out in this instrument.

(7) In case public necessity should require that a school or public utility be located on any part of this property, or in the event any portion of the property is zoned or rezoned for a business purpose, then such school property, utility or business property zoned or rezoned for business, together with the first tier of lots abutting or facing said property shall be relieved from the restrictions set out herein.

(8) All easements shown on the recorded plat for the purpose of installation and maintenance of utilities and all such easements hereafter granted for such purpose shall be observed by each lot owner and shall not be in any manner obstructed so as to hinder or defeat any such easements.

(9) The foregoing building and use restrictions which are hereby made conditions subsequent running with the land, shall remain in full force and effect until January 1, 1980, 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; provided, however, that such removal of restrictions and covenants, if any, is accomplished, same shall not affect the residential zoning of said property.

(10) The foregoing covenants and agreements are made for the actual benefit of the persons acquiring any part or parcel of this property as it is intended to develop the entire tract for residential purposes. This instrument, when executed, shall be filed of record in the Deed Records of Dallas County, Texas, so that all purchasers or owners of property may be put on notice of these conditions and restrictions.

WITNESSE our hands and signatures this the 22nd day of May, A. D. 1950.

M. E. Florence
M. E. Florence
Goodman Aronson
Goodman Aronson
A. L. Thomas
A. L. Thomas
H. H. Worthy
H. H. Worthy

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 M. E. Florence, Goodman Aronson, A. L. Thomas, and H. H. Worthy, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 22nd day of May, A. D. 1950.

B. C. Shields
Notary Public in and for Dallas
County, Texas.



Filed for Record on the 23 day of May A. D. 1950 of 1950 doc. AM
Day Recorded this the 8 day of Jan A. D. 1951 of 1951 doc. M
Instrument No. 201579 ED. M. STEGER County Clerk
Dallas County, Texas
By Chas. C. ...