

3rd

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112725...\$1.00

RESTRICTIONS

SIXTH SECTION OF WYNNEWOOD, THIRD INSTALLMENT

THE STATE OF TEXAS |

COUNTY OF DALLAS |

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, The American Home Realty Company, the owner of a. lots situated in the Sixth Section of Wynnewood, Third Installment, an Addition to the City of Dallas, According to the official map or plat thereof on file and of record in the Map Records of Dallas County, Texas, as shown by the map recorded in Volume 19, Page 449, of the Map Records of Dallas County, Texas, (said Sixth Section of the said Wynnewood Addition being hereinafter referred to as the "Addition"); hereby amends the Restrictions imposed upon said Addition by instrument executed by said American Home Realty Company dated April 1, 1953, recorded in Volume 3838, Page 341, Deed Records of Dallas County, Texas, to add Paragraph 7-A, as follows:

"7-A. No fence of any type shall be erected or placed nearer to the street than the front building set-back line."

Except as herein expressly amended, said Restrictions of record in Volume 3838, Page 341, Deed Records of Dallas County, Texas, shall in no wise be affected by this instrument.

EXECUTED THIS 27th day of MAY, 1953.

AMERICAN HOME REALTY COMPANY

ATTEST
BY: E. H. Holland, Secretary.

BY: Angus G. Wynne, Jr., 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 ANGUS G. WYNNE, JR., President of AMERICAN HOME REALTY COMPANY, 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 considerations therein expressed, as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of MAY, A. D. 1953.

Barbara Duncan
Notary Public, in and for
DALLAS COUNTY, TEXAS.

BARBARA DUNCAN, Notary Public
in and for Dallas County, Texas

Filed for Record on the 16 day of

A. D. 1953, at 3:20 o'clock P.M.

Duly Recorded this the 23 day of

A. D. 1953, at o'clock M.

Instrument No. 112725

ED. H. STEGER, County Clerk

Dallas County, Texas

By K. A. ... Deputy

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and maintenance of said sanitary sewer main shall be at the expense of the said City of Dallas and in the construction of said sanitary sewer.

main should said City of Dallas find it needful to remove any improvements now on above described property that such removal and the replacing of same shall be wholly at the cost of said City of Dallas. Nothing in this easement shall be construed as a waiver by the City of Dallas of any connection charge, or other charges imposed by ordinance, or the Charter of the City of Dallas.

In Testimony Whereof, witness my hand, this 26 day of September

A. D. 1949.

Approved as to form
R. T. MAHANEY
Assistant City Attorney

[Signature]

STATE OF TEXAS } Before me, the undersigned authority, a Notary Public
COUNTY OF DALLAS } in and for Dallas County, Texas, on this day personally

appeared R. T. MAHANEY

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/it/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of September, A. D. 1949.

My commission expires June 1, 1951.

[Signature]
Notary Public in and for Dallas County, Texas.

Filed for Record on the 18 day of Oct. A. D. 1949, at 12:54 o'clock P. M.

Duly Recorded this the 28 day of Oct. A. D. 1949, at o'clock P. M.

Instrument No. 138944
ED. H. STEGER, County Clerk
Dallas County, Texas

By *[Signature]* Deputy

STATE OF TEXAS }
COUNTY OF DALLAS }

138944---\$1.50

NOT ALL NEW BY THESE PRESENTS:

That the AMERICAN HOME REALTY COMPANY, acting by and through its President, Angus G. Thorne, Jr., hereunto duly authorized to execute the herein conveyance, of the County of Dallas, State of Texas, for and in consideration of the sum of One and No/100 (\$1.00) Dollars to it cash in hand paid by the City of Dallas, a municipal corporation, the receipt of which is hereby acknowledged and confessed, and in consideration of the special benefits to be derived by its property, has granted and conveyed unto the City of Dallas, a municipal corporation, and by these presents does grant and convey unto the said City of Dallas, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a City sanitary sewer main, said property described as follows:

Being in the City and County of Dallas, Texas, in the John W. Wright Survey, Abat. No. 1551, a part of a 195.0 acre tract south of the Elmwood Branch of Cedar Creek and East of and adjacent to the East line of the Cedar Heights Acreage Addition, in City Block No. 5373.

The easement rights herein granted and conveyed shall be through and across the above described property on two locations as follows:

1. In and along the Channel of the said Elmwood Branch of Cedar Creek, from the East line of said Cedar Heights Acreage Addition easterly and northerly with the meanders of said Channel to the South right of way line of the GC & SF Railway Company.

The location of the sanitary sewer main to be installed on this easement is shown on plans for said sewer in the office of the Dallas City Waterworks, File 411Q-1330, Sheets Nos. 1 and 2.

2. Following a course diagonally across the northwest corner of said 195.0 acre tract, generally in or near the Channel of a small water course and located as follows:

BEGINNING at a point in the West line of said 195.0 acre tract, the East line of Cedar Heights Acreage Addition, at a point 14.8 ft. South of the North property line of Elmwood (Ford) St.

THENCE Northeasterly, at an angle of 60° 20' in the Northeast quadrant with the said east line of Cedar Heights Acreage Addition, a distance of 64.9 ft. to an angle point,
 THENCE angle left 36° 00' a distance of 181.4 ft. to an angle point,
 THENCE angle left 21° 37' a distance of 66.3 ft. to an angle point in the deep channel of the water course,
 THENCE with the meanders of the said deep channel as follows:
 Angle right 60° 30' for 55.6 ft.;
 Angle left 14° 40' for 39.6 ft.;
 Angle left 73° 06' for 30.2 ft.;
 Angle right 30° 10' for 41.5 ft.;
 Angle left 36° 10' for 32.8 ft.;
 Angle right 67° 33' for 57.9 ft.;
 Angle left 33° 58' for 150.1 ft.;
 Angle right 28° 51' for 36.6 ft.;
 Angle left 20° 36' for 43.0 ft.;
 Angle right 58° 05' for 68.3 ft. to a point on the proposed sanitary sewer main in Cedar Creek, at Station 15 + 23.7 on said sewer.

The location of the sewer main on this easement is shown on Plans in the Office of the Dallas City Waterworks, File 411Q-1330 B, Sheet No. 1.

There is also granted the City of Dallas, its successors or assigns, the temporary working space necessary for the construction of said sanitary sewer main.

To have and to hold the above described property unto the City of Dallas for the purposes hereinbefore provided, and said City of Dallas shall have the right to go upon the same for the purpose of repairing said sanitary sewer main. That all expenses in the construction and maintenance of said sanitary sewer main shall be at the expense of the said City of Dallas and in the construction of said sanitary sewer main should said City of Dallas find it needful to make any improvements now on above described property that such removal and the replacing of same shall be wholly at the cost of said City of Dallas. Nothing in this agreement shall be construed as a waiver by the City of Dallas of any connection charge, or other charges imposed by ordinance, or the Charter of the City of Dallas.

WITNESSED AT DALLAS, TEXAS, this 27th day of September, A. D. 1949.

AMERICAN HOME REALTY COMPANY

By: Angus G. Wynne, Jr.
 Angus G. Wynne, Jr., President

ATTEST:

E. J. Hester
 Secretary

THE STATE OF TEXAS,
 COUNTY OF DALLAS:

I, George W. Steger, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Angus G. Wynne, Jr., President of the AMERICAN HOME REALTY COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the AMERICAN HOME REALTY COMPANY for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of

September, A. D. 1949.

George W. Steger
 Notary Public in and for Dallas County, Texas.

Approved as to form:

H. P. KUCERA, City Attorney

By: John H. Hester
 Assistant City Attorney

Approved as to contents:

John Hester

Filed for Record on the 18 day of Oct

A. D. 1949, at 12:30 o'clock P. M.

Duly Recorded this the 28 day of Oct

A. D. 1949, at — o'clock — M.

Instrument No. 13844

ED. H. STEGER, County Clerk

Dallas County, Texas

By

William H. Hester

Deputy

67571 -\$5.00

R E S T R I C T I O N S

SIXTH SECTION OF WYNNEWOOD, THIRD INSTALLMENT

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, The American Home Realty Company, the owner of all lots situated in the Sixth Section of Wynnewood, Third Installment, an addition to the City of Dallas, According to the official map or plat thereof on file and of record in the Map records of Dallas County, Texas, as shown by the map recorded in Volume 19, Page 449, of the Map Records of Dallas County, Texas (said Sixth Section of the said Wynnewood Addition being hereinafter referred to as the "Addition"), subject to the reservation hereinafter set forth, hereby adopt the following restrictions, which shall apply to each lot or parcel of said Addition, which shall hereafter be sold:

1. The restrictions herein contained shall run with the land and relate to the entire Addition, and shall provide a uniform plan for the improvement of said Addition, and shall be binding on all owners of lots in said Addition and all other parties and persons claiming under them and the heirs, successors, devisees, executors, administrators or assigns of all such persons. All such restrictions, subject to the reservation hereinafter set forth, shall continue in force until January 1, 1977, provided, however, said restrictions shall be automatically extended after said date for successive periods of ten years unless by a vote held during the year 1976, or during the last year of any successive ten-year period, a majority of the then owners of the lots located in said Addition vote to change these restrictions in whole or in part.
2. If the owner of any lot in said Addition or any other person shall violate or threaten or attempt to violate any of the restrictions herein contained, any person or persons owning any real property situated in said Addition, regardless of the date title to such property vested in any such owner or owners, shall be entitled upon application to a court of competent jurisdiction to a permanent injunction against such person or persons violating or attempting to violate these restrictions and any person or persons becoming the owner of any lot or lots in said Addition by accepting title to such lot or lots does thereby consent and agree that any court of competent jurisdiction may issue such permanent injunction. Said right to a permanent injunction as above provided shall not in any way constitute a waiver of the rights of any owner or owners of any lot or lots in said Addition to prosecute any other proceedings at law or in equity against the person or persons violating or attempting to violate any restriction herein contained, to which said owner or owners may be entitled under the laws of the State of Texas, as now or hereafter existing.
3. Invalidity of any one or more of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.
4. All lots in said Addition shall be residential lots, with the exception of lots in Block 42 which are hereby designated for duplex apartments.
5. There shall not be erected upon any one residential lot, as such lot may be designated on the plat or on any revised plat of said Addition, more than one single family private residence and necessary servants' and other outhouses, and said premises shall be used for private residence purposes only, by one family only.
6. No building or fence shall be erected, placed or altered on any building plot in this subdivision until the building plans, the materials used in the exterior construction of the building the specifications and plot plan showing the location of such building and the type of material used in the construction of the fence and its location have been in writing approved as to type of material used and as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building and the fence with respect to topography and finished ground elevation by a committee composed of the Directors of the American Home Realty Company, or their duly elected successors, or by a representative designated by a majority of the members of said committee. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion thereof, such

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approval will not be required and this restriction will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed to this restriction. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1967. Thereafter, the approval described in this restriction shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

7. No building shall be located nearer to the front lot line than 30 feet, or nearer to the side street line than 10 feet, or nearer to the side lot line than 10% of the average lot width.

8. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 70 feet at the front building set back line.

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

10. No outbuilding or basement erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any trailer, tent, or shack be placed on any lot, nor shall any residence of a temporary character be permitted.

11. No dwelling shall be erected on any residential lot in said Addition, the main structure of which (exclusive of one-story open porches and garages) contains less than 1,600 square feet of floor area in the case of one-story structures, or less than 1,900 square feet of floor area in the case of one and one-half, two, or two and one-half story structures.

12. Alleys affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance.

13. No swine, poultry, goats, cattle, or other livestock shall be kept on any land located in said Addition.

14. The breach of any of the foregoing restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to lots and improvements thereon located in said Addition; provided, however, that the violation or attempted or threatened violation of said restrictions may be remedied by appropriate proceedings as above provided, and provided, also, that each of the foregoing restrictions shall remain at all times in full force and effect as against any violation thereof by said owner, whether such ownership is acquired by purchase, foreclosure, devise, inheritance or in any other manner.

The American Home Realty Company reserves the right, so long as the said American Home Realty Company is the owner of any land in said Addition to amend, revise, or abolish any one or abolish any one or more of the foregoing restrictions and to revise the plat of said Addition by instrument duly executed and acknowledged by it and filed in the Deed Records of Dallas County, Texas.



EXECUTED THIS 1st day of April, 1953

ATTEST:
E.H. Holland
E.H. Holland, Secretary

AMERICAN HOME REALTY COMPANY
By Angus G. Wynne, Jr.
Angus G. Wynne, Jr., 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 ANGUS G. WYNNE, JR., President of AMERICAN HOME REALTY COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of April, A.D. 1953



Barbara Duncan
Notary Public in and for Dallas
County, Texas