

STATE OF TEXAS I
 COUNTY OF DALLAS I

KNOW ALL MEN BY THESE PRESENTS

THAT, WORTHCO, INCORPORATED, Developers, a corporation, acting herein and through its duly authorized officers, being the owner of the property described as follows:

Lots 1 through 8 inclusive in Block 2/6380
 Lots 1 through 14 inclusive in Block 3/6380
 Lots 1 through 15 inclusive in Block 4/6380
 Lots 1 through 13 inclusive in Block 5/6380
 Lots 1 through 12 inclusive in Block 6/6380
 Lots 1 through 14 inclusive in Block 6/6380
 Lots 1 through 8 inclusive in Block 7/6380
 Lots 13 through 20 inclusive in Block 7/6380

ALL in WELSHIRE ESTATES ADDITION, FOURTH INSTALLMENT, an Addition to the City of Dallas, According to the map thereof recorded in Volume 44 at Page 39 of the Map Records of Dallas County, Texas;

does hereby adopt the restrictive covenants hereinafter set forth, which covenants are specifically made covenants running with the land, and shall be binding upon the purchasers of the said lots, their heirs, administrators and assigns, and upon all parties and persons claiming under them, until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years or changed in whole or in part by a vote of a majority of the then owners of the lots. If the parties hereto or any of them or their heirs and assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or covenants and to either prevent him or them from so doing, or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions contained herein but the same shall remain in full force and effect.

1. All of the lots in this tract shall be known as and described as residential lots and no structure shall be erected other than single family dwellings and in no event to exceed one and one-half stories in height, except Lots 1 through 15 inclusive, Block 1/6380, upon which lots at purchaser's option, may be erected two-family (duplex) dwellings, in no event to exceed two stories in height.

2. No dwelling shall be erected on said property of materials other than brick, stone, brick-veneer, or stone-veneer, and the above named materials shall constitute seventy-five per cent of the outside walls of the structure.

3. If servant's quarters are separate from the main house they shall be located to the rear of the lot and shall be of brick, stone, brick-veneer, or stone-veneer construction and the above named materials shall constitute seventy-five per cent of the outside walls of the structure.

4. There shall be no garage detached from the main house nor any attached or detached carports; and no garage shall face the street, that is, no garage door shall open onto the street, excepting Lots 1 through 15, inclusive, in Block 1/6380. On these lots, if the main structure be a duplex or two-family structure, a detached garage may be constructed, provided it is placed at the rear of the lot in which case it may face the street, but no attached or detached carports shall be allowed on these lots.

5. Each house constructed on the above described lots shall have a minimum of 2,000 square feet of ground floor area, exclusive of garages, porches, or breezeways which may be attached to the main structure, except Lots 1 through 15, both inclusive, in Block 1/6380, upon which, in the event a duplex structure is erected, each such structure shall have a minimum of 3,000 square feet of living area exclusive of garages, porches, or breezeways.

6. No building shall be erected nearer to the front property line than shown on the recorded plat nor on corner lots nearer the side street than the set back line shown on the recorded plat, and, if none be shown, the minimum shall be

that prescribed by the City of Dallas. Where a lot is not a corner lot no building shall be erected nearer to the side property line than the minimum permitted by the City of Dallas.

7. NORTNTOWN, INCORPORATED, as the developer of said property hereby appoints Frank La Coke and G. H. Coughlin as an Architectural Control Committee who shall approve each and every plan and specification for each and every building to be erected upon said lot or lots and/or any plans or specifications altering, enlarging, remodeling or changing any building or structure on said lot or lots as to materials, harmony of external designs as relates to existing structures, and location on lots with respect to side lines, set back lines, topography and finished grade elevations. Approval of any one of the members of the Architectural Control Committee shall be sufficient.

This Committee may designate an agent representative to act for them from time to time; and the agent or designated representative of the Committee may be replaced or succeeded from time to time at the will of the Committee. The services rendered and to be rendered hereunder by the Committee and its designated agent or representative shall be without compensation or charges of fees to the owner or owners of the said lots.

In the event the Committee or its designated representative fails to approve or disapprove such design or location, within thirty days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant shall be deemed to be fully complied with. However, the failure of the Committee to act shall not impair the right of any owner of the lots first above described to enjoin the erection of improvements which violate any other covenants created herein.

The Architectural Control Committee as set out above, however, does by these presents reserve the right at any time within five years from date hereof, to either continue in this capacity or assign this right of approval to a neighborhood committee.

8. No temporary dwelling shall be erected on said property to be used as a residence.

9. No livestock or poultry of any kind shall be kept on any lot in said Addition except dogs and cats are permitted in reasonable numbers as pets only, but not for the purpose of commercial breeding and/or sale.

10. No fence shall be erected or permitted to remain on any lot nearer to the front property line than the building set back line as shown on the recorded plat.

EXECUTED this the 12th day of January, 1961.
NORTHTOWN, INCORPORATED



Ed. H. Steger
Notary Public
Dallas County, Texas

STATE OF TEXAS §
COUNTY OF DALLAS I

BEFORE ME, the undersigned, a Notary Public

in and for said County, Texas, on this day personally appeared G. W. COUNLIN, President, 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 NORTHTOWN, INCORPORATED, a corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 12th day of January, 1961.
Ed. H. Steger
Notary Public, in and for
Dallas County, Texas



Filed for Record on the 12 day of Jan A. D. 1961 at 3:50 o'clock P. M.
Duly Recorded this the 12 day of Jan A. D. 1961 at o'clock M.
Instrument No. 3708
ED. H. STEGER, County Clerk
Dallas County, Texas
By Deputy