

December 9 1992

5540

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an R-1/2ac(A) Single Family District which was approved by the City Council on December 9, 1992, on Zoning Case #Z912-243/8995-N on property on the north side of Walnut Hill Lane, east of Crestline Avenue; and

WHEREAS, said deed restrictions have been approved as to form; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the deed restrictions set forth in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned an R-1/2ac(A) Single Family District as described in Ordinance 21506

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas County, Texas.

Section 3. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

Approved as to form:
SAM LINDSAY, City Attorney

By [Signature]
Assistant City Attorney

APPROVED BY
CITY COUNCIL

DEC 9 1992

[Signature]
City Secretary

APPROVED

[Signature]
HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

24

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RECORDED
1993 JAN 25 PM 12:47

**CITY OF DALLAS
DEED RESTRICTIONS**

DEED 24.00
TUTL 24.00
ADD: 2843 000000 0112 9:42AM 12/21/92

CITY CLERK
DALLAS TEXAS
THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, the Roberta Wright Reeves Estate and Trust, or its assigns, ("the Owner"), is the Owner of the following described property ("the Property"), being approximately 9.8 acres located at 4515 Walnut Hill Lane, and being more particularly described in Exhibit A-1 attached hereto.

II.

The owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

1. Subdivision of Property. The Property may not be subdivided into more than sixteen (16) Lots and each such Lot shall comply with such restrictions as now apply to R-1/2 acre zoning. ("Lot" means and refers to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property, as amended from time to time, which is designated as a lot therein and which is or will be improved with a single family residential dwelling.)
2. Residential Use. All Lots must be used for single family residential purposes only. Only one detached single family residence may be located on a Lot. No single family residence or other structure on the property may exceed two (2) stories in height.
3. Fences. Except for a maximum four (4) foot high screening wall constructed in front of garages which face the street, no fence or wall hereinafter constructed may be permitted to extend nearer to the proposed cul-de-sac street than the minimum setback line of any dwelling or residence. This provision does not apply to the Walnut Hill Lane entry. Except as provided in paragraph 4 below with respect to the Walnut Hill entry, no fence hereinafter constructed may exceed eight (8) feet in height. All perimeter fences hereinafter constructed must be constructed of wood or masonry or a combination of same. No fence hereinafter constructed may be made of chain link material. A perimeter boundary fence of eight (8) feet in height must be erected and thereafter maintained inside the eastern perimeter boundary line and along the northern perimeter boundary line of the Property, as shown on Exhibit A. Along or inside

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the western perimeter boundary line of the Property, a perimeter boundary fence must be erected and thereafter maintained and shall (i) vary from six (6) feet to eight (8) feet in height or (ii) four (4) feet in height, as shown on the attached Exhibit A; provided, however, the height of such western perimeter boundary fence may be varied by written agreement between the Property owner(s). The placement of the western boundary line perimeter fence shall be achieved in a manner which will (i) preserve the tree trunks located on the western boundary line of the Property, and (ii) facilitate access to the utility company providing electrical service for their utility easement described in paragraph 6. The Property owner(s) may construct a fence of up to eight (8) feet in height inside the western perimeter boundary fence. Construction of the perimeter boundary fences described in this paragraph 3 and the Walnut Hill Lane entry fence described in paragraph 4 shall be commenced no later than the earlier to occur of (i) the completion of rough grading of the cul-de-sac and installation of the underground utilities, including the storm water drainage system along the eastern boundary of the Property or (ii) 120 days after any sale or other transfer of the Property; provided, however, that in no event may the cul-de-sac be paved or any construction undertaken on the Property (other than rough grading of the cul-de-sac and underground utility installation) prior to the completion of the perimeter boundary fences and the Walnut Hill entry fence in the manner contemplated herein.

4. Walnut Hill Lane Entry. The entry fence must be constructed within the time limitations set forth in paragraph 3 and thereafter maintained in the location, to the height, of the materials, and to the specifications as shown on attached Exhibit B. The height of the entry fence on the Walnut Hill Lane frontage may vary from that shown on Exhibit B, depending on the owner's ability to obtain a fence height variance from the Board of Adjustment. No such entry fence may be less than seven (7) feet in height or constructed closer to the southern boundary line of the property than depicted on Exhibits A and B. Any building constructed on the lots abutting Walnut Hill Lane shall be set back a minimum of forty (40) feet from the existing City of Dallas right-of-way along Walnut Hill Lane.
5. Street And/Or Alley Extension. The street known as "South Lindhurst" which runs east of the Property and the streets known as "Southcrest" and "Northcrest" which run west of the Property may not be extended onto or through the Property for any purpose. No alleys may be constructed on the Property nor may extensions of existing alleys be permitted through the Property.
6. Utility Easement. An easement on lot seven, as shown on attached Exhibit A, will be granted to the company providing utility service in order to service, construct, maintain or add to the utility service for this project. The utility company will have the full right of ingress and egress to or from and upon the said easement without the necessity at any time of procuring the permission of anyone. The easement will be shown on the original plat which will be recorded in Deed Records.

III.

These restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner (or its successor or assign) must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at its sole cost and expense before the amendment or termination becomes effective.

V.

These restrictions are not intended to restrict the right of the City Council of the City and the City Plan and Zoning Commission to exercise their legislative duties and powers insofar as zoning and platting of the Property is concerned.

VI.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the city substantially prevails in a legal proceeding to enforce these restrictions, the Owner or its assigns agree that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce those restrictions shall not be waived, expressly or otherwise.

VII.

The Owner or its assigns agree to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this document.

VIII.

The provisions of this instrument are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this instrument.

IX.

Unless states otherwise in this document, the definitions and provisions of Chapter 51A, "Part II of the Dallas Development Code," as amended, apply and are incorporated into this document is if recited in this document.

X.

The Owner understands and agrees that this instrument shall be governed by the laws of the State of Texas.

XI.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED on this 3rd day of December, 1992.

OWNER:

ROBERTA WRIGHT REEVES ESTATE
AND TRUST

By: Glenna Williams
GLENNA WILLIAMS, TRUSTEE

By: J. N. Townsend, Jr.
J.N. TOWNSEND, JR., TRUSTEE

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared
Glenna Williams, Trustee of the Roberta Wright Reeves Estate and Trust, known to me
to be the person and trustee whose name is subscribed to the foregoing instrument, and
acknowledged to me that she executed the same as a duly authorized trustee of such
trust, and as the act and deed of such trust, for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of
December, 1992.



Mary G. Lomax

Notary Public, State of Texas

My Commission Expires:
11-5-93

Mary G. Lomax
(Printed/Typed Name of Notary)

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared J.N. Townsend Jr., Trustee of the Roberta Wright Reeves Estate and Trust, known to me to be the person and trustee whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized trustee of such trust, and as the act and deed of such trust, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ^{3rd}~~30th~~ day of Dec.,
1992.



Mary G. Lomax
Notary Public, State of Texas

My Commission Expires:
11-5-93

Mary G. Lomax
(Printed/Typed Name of Notary)

Approved as to form:
SAM LINDSAY, City Attorney

By John Rogers
Assistant City Attorney

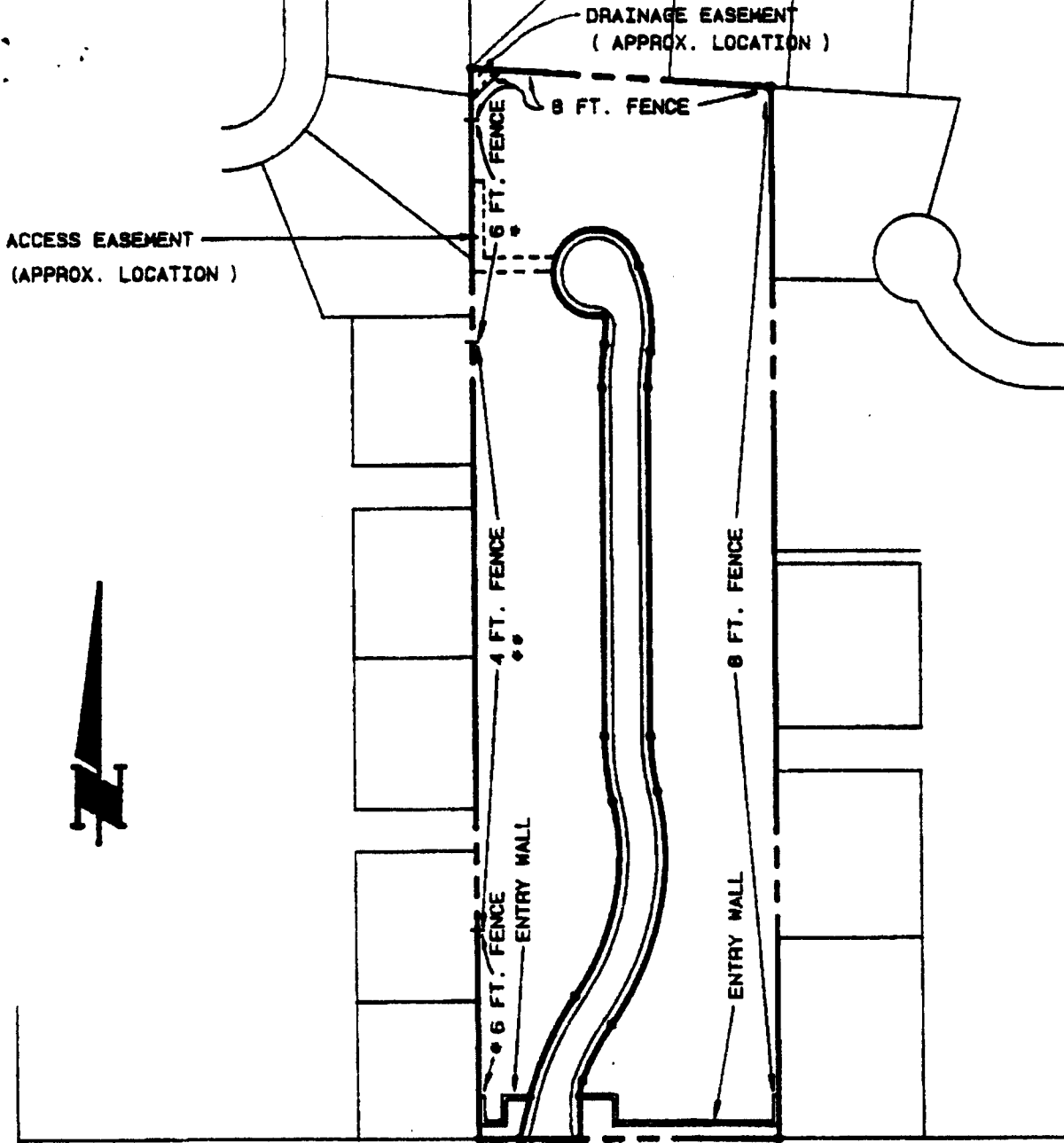


EXHIBIT A

WALNUT HILL LANE

- * This portion of the fence will vary from six (6) to eight (8) feet based on an agreement with current adjacent land owners.
- ** This portion of the fence will vary from four (4) to eight (8) feet based on an agreement with current adjacent land owners.

CITY OF DALLAS BLOCK NO. 5540
 MILFORD F. FORTNER SURVEY, ABSTRACT NO. 479
 DALLAS COUNTY, TEXAS

FRED JONES PROPERTIES, INC. * OWNER
 123 SOUTH HUDSON AVENUE - OKLAHOMA CITY, OKLAHOMA 73102
 (405) 231-2400

FERGUSON-DEERE, INC. * ENGINEERS
 9817 KINGSLEY ROAD - DALLAS, TEXAS 75238
 (214) 348-2821

BEING a tract of land in City Block 5540 in the Milford F. Fortner Survey, Abstract No. 479, City of Dallas, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point on the north line of Walnut Hill Lane, said point being 1,327.4 feet west of the west line of Lenox Lane, said point also being the southwest corner of Lot 3 in City Block D/5540;

THENCE North $89^{\circ}53'15''$ West along the north line of Walnut Hill Lane, a distance of 351.93 feet to a point for corner, said point being 1.10 feet northerly from the southeast corner of Lot 6 in City Block 2/5538;

THENCE North $00^{\circ}21'18''$ West along the east line of the Lyndhurst Addition as recorded in Volume 8, Page 249, Deed Records, Dallas County, Texas, a distance of 1,228.28 feet to a point for corner on the south line of the Kelsey Square Addition as recorded in Volume 406, Page 1548 of the Deed Records of Dallas County, Texas;

THENCE South $86^{\circ}30'$ East along the south line of said Kelsey Square Addition, a distance of 350.89 feet to a point for corner;

THENCE South $87^{\circ}01'$ East, continuing along the south line of said Kelsey Square Addition, a distance of 1.92 feet to a point for corner;

THENCE South $00^{\circ}21'$ East along the west line of the revision of Lots 4, 5, and 6 in City Block E/5540 in the Al Myerson Subdivision as recorded in Volume 70138, Page 0020, along the west line of the John Ragland Subdivision No. 1 as recorded in Volume 68096, Page 2027, and the west line of the Eric Williams Subdivision as recorded in Volume 16, Page 349, a distance of 1207.45 feet to a point on the north line of Walnut Hill Lane, the PLACE OF BEGINNING, and containing 9.84 acres of land.