

residential section, the undersigned hereby impresses said property with the following restrictive covenants, which shall run with the land and shall be binding on all parties and all persons claiming under it for a period of twenty-five (25) years from the date this instrument is filed for record in the Office of the County Clerk of Tarrant County, Texas, and shall automatically be extended for successive period of ten (10) years unless by agreement of the majority of the then owners [ILLEGIBLE TEXT].

USE OF LAND

No structure shall be erected or maintained on any lot except one private dwelling house designed for occupancy by a single family only, and such outbuildings and accessory structures as are customarily pertinent to such a dwelling house. No garage or outbuilding on any lot shall be used as a dwelling or living quarters, except by domestic servants engaged on the premises.

No noxious or offensive activity shall be carried on in any structure or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot or building shall be used for any business purposes.

The construction, erection or maintenance of bill boards, posterboards or advertising structures of any kind on any part of any lot is prohibited, except signs under 5 square feet pertaining to the sale, rental or lease of the property shall be permitted, and except that signs of a larger size advertising the subdivision may be erected by the undersigned.

Building lines, as shown on the attached map and plat, shall be observed, and no building shall be located nearer to the front lot line or nearer to the side lot line than the building set-back line shown on the attached map and plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building.

No purchaser shall re-subdivide any such residential lot.

TYPE OF STRUCTURE

DWELLING: No residence shall be constructed upon any lot in which the total square footage of the dwelling area, exclusive of garages porches and outbuildings, is less than twenty-four hundred (2400) square feet.

CONSTRUCTION: Every dwelling shall be at least eighty per cent (80%) brick or stone, or other material approved by the dedicator. Every dwelling shall have a roof of wood shingle or better material, it being understood no composition roofs will be permitted on any dwelling.

GARAGES: No garage, or other structure designed or intended to be used for the storage or housing of automobiles or other vehicles, shall be constructed in such way as that the doors or openings thereof will face toward the street on which said lot fronts.

PARKING: No person owning, using or occupying any lot shall himself, or through others, permit the habitual parking of commercial type vehicles overnight or for substantial portions of the day in the street in front of the lot such person owns, uses or occupies.

FENCES AND WALLS

No fence or wall shall be erected, placed or altered on any lot nearer to the street than the main building set-back line.

RIGHT TO ENFORCE RESTRICTIONS

In the event any owner or occupant of a lot shall violate or attempt to violate any of the restrictions and covenants set forth herein, it shall be lawful for the person or persons owning any of the lots in the addition, as shown by the attached plat, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and covenants, and to either prevent such violations or recover damages on account thereof. Invalidation of any one or more of such covenants and restrictions shall in nowise affect the others, which shall remain in full force and effect.

EASEMENTS RESERVED

Dedicator reserves a perpetual easement in, on and under the lots of the width and extent as shown on the attached map and plat, for the purpose of laying, placing and maintaining utilities, with the right to go upon such lots and streets to place, erect, repair, maintain and remove utility installations without interference; and no building shall be erected over the part of a lot where such easement is shown to be reserved.

Dedicator reserves the right to sell, transfer and assign all rights, easements, reservations and privileges herein provided.

MORRISDALE DEVELOPMENT CORPORATION

BY: Paul Huffhines, President

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and Sate, on this day personally appeared PAUL HUFFHINES, President of MORRISDALE DEVELOPMENT CORPORATION, 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 [ILLEGIBLE TEXT] 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 the 5 day of October,
1961.

[NOTARY PUBLIC NAME ILLEGIBLE]
Notary Public, Tarrant County, Texas

Filed for Record OCT 4 1961 at 2:46 PM
And Recorded OCT 5 1961 at 10:25 AM
Instrument No 65193

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By [NAME ILLEGIBLE] Deputy