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RESERVATION, RESTRICTIONS AND COVENANTS

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CANDLERIDGE

CANDLERIDGE DEVELOPMENT CORPORATION (hereinafter called the "Dedicator"), being the owner of that certain tract of land in Tarrant County, Texas, described in the attached Exhibit "A", does hereby adopt the Plat which has been filed of record in Volume 388-98, Page 35, Plat Records, Tarrant County, Texas, as the plan for subdividing the same to be known as:

- Block 1, Lots 1 to 10, both inclusive;
- Block 2, Lots 1 to 10, both inclusive;
- Block 3, Lots 1 to 15, both inclusive;
- Block 4, Lots 1 to 13, both inclusive;
- Block 5, Lots 1 to 20, both inclusive;
- CandleRidge, an Addition to the City of Fort Worth, Tarrant County, Texas,

and does hereby dedicate for the use of the Public the streets and easements as thereon shown, except that it reserves to itself, its successors and assigns a perpetual easement for utilities, in, over, upon and across said streets;

and Dedicator hereby declares that all the lots shown on said Plat of CandleRidge, are held and shall be conveyed subject to the reservation, restrictions and covenants hereinafter set forth, and which run with the land and shall be binding on the purchasers of the plots, their heirs, executors, administrators and assigns.

**Section 1. Definitions.** The terms defined in this section shall, for all purposes of the hereinafter provisions of this instrument, have the meanings herein specified, unless the context otherwise requires.

(a) "Plot" shall mean an entire numbered lot as shown on the Plat or a combination of one or more of said lots or parts of said lots which shall have been approved by the Dedicator as a building site, but the Dedicator may refuse to approve a splitting or combination of said lots if more lots than the total of the numbered lots as shown on the Plat would result therefrom.

(b) "Dedicator" shall mean the undersigned, its successors and assigns.

**Section 2. One-Family Dwellings.** No Plot shall be used for any purpose except for the erection and maintenance thereon of one private dwelling house designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic servants living on the premises. No Plot shall be used in whole or in part for any purpose inconsistent with a private dwelling house use.

**Section 3. Frontage Setbacks, Etc.**

(a) All dwellings shall be constructed to front on the street on which the Plot fronts unless any Plot in question fronts on two streets in which case the dwelling constructed on such Plot shall front, as the Dedicator may approve, on either of the two streets or partially on both.

(b) All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Plat.

(c) No dwelling or accessory structure shall be erected or maintained nearer than seven (7) feet from the side line of any Plot.

(d) All dwellings constructed on all lots to be conveyed subject to the covenants and restrictions as hereinabove set forth shall contain at least 1800 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings.

(e) All dwellings shall be constructed of stone, masonry, brick, stucco or of a glass building material of the kind usually used for outside wall construction, to the extent of at least seventy-five (75%) percent of the area of the outside walls.



(s) Specifically exempted from the provisions of this Section are activities by CandleRidge Development Corporation, the Developers of CandleRidge, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.

**Section 4. Easements Reserved.** No building or other permanent structure shall be erected or maintained within areas designated on the Plat as utility and drainage easements. Dedicator reserves a perpetual easement in, on and under the lots of the width and extent as shown on the Plat, for the purpose of laying, placing and maintaining utilities, and Dedicator reserves a perpetual easement in, on and under the streets as shown on the Plat, for the purpose of laying, placing and maintaining the utilities, with the right to go upon such lots and streets to place, erect, repair, maintain and remove utility installations without interference.

**Section 5. Duration.** These covenants and restrictions shall continue in force until January 1, 2005 and thereafter for successive ten year periods, unless on or after January 1, 2005, the owners of the legal title of more than 50 percent of the front footage of the lots shown on the Plat shall release all or any of such lots from one or more of these covenants and restrictions by executing, acknowledging and filing for record an instrument to that effect.

**Section 6. Right to Enforce.** These covenants and restrictions shall run with the land and shall be binding upon the Dedicator and all parties claiming by, through and under the Dedicator, and all such parties shall be taken to hold title subject to, and to agree and covenant with the Dedicator and with each other to observe all these covenants and restrictions, provided, however, that no such party shall be personally liable for breaches hereof occurring at a time when such party is not the legal title holder of the lands as to which such breaches occurred. In addition to an ordinary legal action for damages, the Dedicator and any owner of a Plot shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to otherwise enforce the observance of these covenants and restrictions. No failure or delay in enforcing these covenants and restrictions shall be deemed to be a waiver of any violation thereof. The Dedicator shall not be personally liable for any decision or action or failure to act under or pursuant to these covenants and restrictions.

**Section 7. General.**

(a) Notwithstanding any other provision hereof, Dedicator reserves the right (upon application and request of the owner of any Plot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Dedicator) the application of any of these covenants and restrictions to such Plot if, in the sole discretion of the Dedicator, such action be necessary to relieve hardship or permit good architectural planning to be effected. Dedicator also reserves the right:

(1) to redivide and replat any of the property shown on the Plat at any time in question owned by the Dedicator, and

(2) to change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public or by public utilities. In no case, however, shall any such waiver, variance, amendment or change

a. deprive any owner of a Plot to reasonable access to such Plot;

b. reduce the frontage or depth of any numbered lot on the Plat to that which is less than that such numbered lot now containing the least frontage and depth; or

c. reduce the 1800 square feet living space requirement of Section 3 (d) hereof to less than 1600 square feet.

(b) No additional covenants and restrictions imposed by Dedicator in any contract or deed in respect to any Plot shall modify or vary the general development plan as herein set out.

(c) The invalidation by any court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

(d) The provisions hereof are hereby made a part of each contract and deed in respect of any Plot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

(e) Dedicator's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

(f) Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.

(g) Dedicator may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Dedicator and any such assignee shall have the same right to so assign.

EXECUTED this the 5<sup>th</sup> day of September, A.D., 1975

CANDLERIDGE DEVELOPMENT CORPORATION

By Joseph S. Howell, III  
Joseph S. Howell, III, President

ATTEST:

Janet Popman  
Secretary

THE STATE OF TEXAS I

COUNTY OF TARRANT I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOSEPH S. HOWELL, III, President of CANDLERIDGE DEVELOPMENT CORPORATION, a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me 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, on this the 5<sup>th</sup> day of September, A.D., 1975.

Wes Popman, Clerk  
Notary Public in and for Tarrant County, Texas

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RESERVATIONS, RESTRICTIONS AND COVENANTS

IN

CANDLERIDGE

CANDLERIDGE DEVELOPMENT CORPORATION (hereinafter called the "Dedicator"), being the owner of that certain tract of land in Tarrant County, Texas, described in the attached Exhibit "A", does hereby adopt the Plat which has been filed of record in Volume 388-98, Page 30, Plat Records, Tarrant County, Texas, as the plan for subdividing the same to be known as:

- Block 6, Lots 1 to 15, both inclusive;
- Block 7, Lots 1 to 7, both inclusive;
- Block 8, Lots 1 to 54, both inclusive;
- Block 8, Tract A;
- Block 9, Lots 1 to 20, both inclusive;
- Block 10, Lots 1 to 26, both inclusive;
- Block 11, Lots 1 to 10, both inclusive;
- Candleridge, an Addition to the City of Fort Worth, Tarrant County, Texas,

and does hereby dedicate for the use of the Public the streets and easements as thereon shown, except that it reserves to itself, its successors and assigns a perpetual easement for utilities, in, over, upon and across said streets;

and Dedicator hereby declares that all the lots shown on said Plat of Candleridge, save and except Lots 53 and 54, Block 8, and Tract A, Block 8, are held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth, and which run with the land and shall be binding on the purchasers of the plots, their heirs, executors, administrators and assigns.

**Section 1. Definitions.** The terms defined in this section shall, for all purposes of the hereinafter provisions of this instrument, have the meanings herein specified, unless the context otherwise requires.

(a) "Plot" shall mean an entire numbered lot as shown on the Plat or a combination of one or more of said lots or parts of said lots which shall have been approved by the Dedicator as a building site, but the Dedicator may refuse to approve a splitting or combination of said lots if more lots than the total of the numbered lots as shown on the Plat would result therefrom.

(b) "Dedicator" shall mean the undersigned, its successors and assigns.

**Section 2. One-Family Dwellings.** No Plot shall be used for any purpose except for the erection and maintenance thereon of one private dwelling house designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic servants living on the premises. No Plot shall be used in whole or in part for any purpose inconsistent with a private dwelling house use, save and except:

(a) Lots 53 and 54, Block 8, shall be used as the location for the Candleridge Information Center and Sales Office for a period of five years as granted by the City of Fort Worth Zoning Commission, and Dedicator reserves the right to request an extension of said zoning variance at the end of said five year period, and if such extension is granted said Lots shall continue to be used for the purposes set out above.

(b) Lots 43 through 52, Block 8, may be used as the locations for Model Homes and Sales Offices for a period of five years as granted by the City of Fort Worth Zoning Commission, and Dedicator reserves the right to request an extension of said zoning variance at the end of said five year period, and if such extension is granted said Lots shall continue to be used for the purposes set out above.

(c) Tract A, Block 8, is designated as a Park.

**Section 3. Frontage Setbacks, Etc.**

(a) All dwellings shall be constructed to front on the street on which the Plot fronts unless any Plot in question fronts on two streets in which case the dwelling constructed on such Plot shall front, as the Dedicator may approve, on either of the two streets or partially on both.

(b) All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Plat.

(c) No dwelling or accessory structure shall be erected or maintained nearer than seven (7) feet from the side line of any Plot.

(d) All dwellings constructed on the following lots shall contain at least 2000 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings:

Block B, Lots 1 thru 54, inclusive.

All dwellings constructed on all other lots to be conveyed subject to the covenants and restrictions as hereinabove set forth shall contain at least 1800 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings.

(e) All dwellings shall be constructed of stone, masonry, brick, stucco or of a glass building material of the kind usually used for outside wall construction, to the extent of at least seventy-five (75%) percent of the area of the outside walls.

(f) No dwelling, accessory structure or fence shall be erected or maintained on any Plot until the building plans and specifications for same and a plot plan (accurately showing the topography of the Plot) showing the proposed location of same have been approved by the Dedicator. In reviewing building plans the Dedicator shall consider the over-all suitability and architecture of the proposed placement on the Plot, the structural soundness of proposed building materials and the height relationships of all improvements. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs other than wood shingles will require approval by the Dedicator. In no case shall the Dedicator's approval of proposed improvements be unreasonably withheld.

(g) No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the house on said lot, and no fence, wall or hedge shall be placed on any portion of the sites with a greater height than six (6') feet. No wire or woven fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

(h) 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.

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

(j) No sign shall be erected or maintained on any plot except a "for sale" sign or "for rent" sign not exceeding five (5) square feet in size, or a sign owned by the Dedicator.

(k) No radio, television or other aerial shall extend more than fifteen (15') feet above the highest point of the roof of any building and no such aerial shall be maintained on any lot not containing a dwelling.

(l) The garage doors of any house or residence covered under these restrictions must open on the side or at the rear of the house.

(m) Any portion of any lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion. In the event this restriction is not complied with then Developer has the right to cause this maintenance to be done at the expense of the property owner.

(n) No lot conveyed by the Dedicator shall be used for the dumping or storage of rubbish, trash, rubble, surplus soil or rocks, etc.

(o) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot. No derrick or other similar structure shall be erected, maintained or permitted upon any plot.

(p) No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon the plot until the owner is ready to commence improvement.

(q) No trailer, camper, boat or other vehicle may be regularly parked, stored or maintained in the front yard or side yard of any plot.

(r) All houses and structures permitted shall be completed within six (6) months, once construction is started. No structure shall be occupied unless and until the premises are connected in a proper way with the city sewage system.

(s) Specifically exempted from the provisions of this Section are activities by CandleRidge Development Corporation, the Developers of CandleRidge, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.

**Section 4. Easements Reserved.** No building or other permanent structure shall be erected or maintained within areas designated on the Plat as utility, park and drainage easements. Dedicator reserves a perpetual easement in, on and under the lots of the width and extent as shown on the Plat, for the purpose of laying, placing and maintaining utilities, and Dedicator reserves a perpetual easement in, on and under the streets as shown on the Plat, for the purpose of laying, placing and maintaining the utilities, with the right to go upon such lots, streets and park to place, erect, repair, maintain and remove utility installations without interference. Dedicator reserves the right to reasonably change and maintain the grade along and within the line of any Plot to conform the grade thereof to that of the Park on which any such line shall abut when the Park be constructed prior to or subsequent to the time a dwelling house may be erected on any Plot.

**Section 5. Duration.** These covenants and restrictions shall continue in force until January 1, 2005 and thereafter for successive ten year periods, unless on or after January 1, 2005, the owners of the legal title of more than 50 percent of the front frontage of the lots shown on the Plat shall release all or any of such lots from one or more of these covenants and restrictions by executing, acknowledging and filing for record an instrument to that effect.

**Section 6. Right to Enforce.** These covenants and restrictions shall run with the land and shall be binding upon the Dedicator and all parties claiming by, through and under the Dedicator, and all such parties shall be taken to hold title subject to, and to agree and covenant with the Dedicator and with each other to observe all these covenants and restrictions, provided, however, that no such party is not the legal title holder of the lands as to which such breaches occurred. In addition to an ordinary legal action for damages, the Dedicator and any owner of a Plot shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to otherwise enforce the observance of these covenants and restrictions. No failure or delay in enforcing these covenants and restrictions shall be deemed to be a waiver of any violation thereof. The Dedicator shall not be personally liable for any decision or action or failure to act under or pursuant to these covenants and restrictions.

**Section 7. General.**

(a) Notwithstanding any other provision hereof, Dedicator reserves the right (upon application and request of the owner of any Plot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Dedicator) the application of any of these covenants and restrictions to such Plot if, in the sole discretion of the Dedicator, such action be necessary to relieve hardship or permit good architectural planning to be effected. Dedicator also reserves the right:

(1) to redivide and replat any of the property shown on the Plat at anytime in question owned by the Dedicator, and

(2) to change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public or by public utilities. In no case, however, shall any such waiver, variance, amendment or change

a. deprive any owner of a Plot to reasonable access to such Plot;

b. reduce the frontage or depth of any numbered lot on the Plat to that which is less than that such numbered lot now containing the least frontage and depth; or

c. reduce the 2000 square feet living space requirement of Section 3 (d) hereof to less than 1800 square feet or reduce the 1800 square feet living space requirement of that Section to less than 1600 square feet.

(b) No additional covenants and restrictions imposed by Dedicator in any contract or deed in respect to any Plot shall modify or vary the general development plan as herein set out.

(c) The invalidation by any court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

(d) The provisions hereof are hereby made a part of each contract and deed in respect of any Plot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

(e) Dedicator's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

(f) Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.

(g) Dedicator may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Dedicator and any such assignee shall have the same right to so assign.

EXECUTED this the 8<sup>th</sup> day of September, A.D., 1975.

CANDLERIDGE DEVELOPMENT CORPORATION

By Joseph S. Howell, III  
Joseph S. Howell, III, President

ATTEST:

Jane Redman  
Secretary

THE STATE OF TEXAS I

COUNTY OF TARRANT I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOSEPH S. HOWELL, III, President of CANDLERIDGE DEVELOPMENT CORPORATION, a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me 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, on this the 8<sup>th</sup> day of September, A.D., 1975.

Jane Redman Conn  
Notary Public in and for Tarrant County, Texas



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RESERVATIONS, RESTRICTIONS AND COVENANTS

IN

CANDLERIDGE

CANDLERIDGE DEVELOPMENT CORPORATION (hereinafter called the "Dedicator"), being the owner of that certain tract of land in Tarrant County, Texas, described in the attached Exhibit "A", does hereby adopt the Plat which has been filed of record in Volume 388-107, Page 32, 33 & 33A, of the Plat Records of Tarrant County, Texas, as the plan for subdividing the same to be known as:

Block 10, Lots 27 to 33, both inclusive;  
 Block 12, Lots 0 to 22, both inclusive;  
 Block 13, Lots 1 to 22, both inclusive;  
 Block 14, Lots 1 to 12, both inclusive;  
 Block 15, Lots 1 to 16, both inclusive;  
 Block 16, Lots 1 to 18, both inclusive;  
 Block 17, Lots 1 to 24, both inclusive;  
 Block 18, Lots 1 to 14, both inclusive;  
 Block 19, Lots 1 to 24, both inclusive;  
 Block 20, Lots 1 to 5, both inclusive;  
 Block 20, Tract A;  
 Candleridge, an Addition to the City of  
 Fort Worth, Tarrant County, Texas,

and does hereby dedicate for the use of the Public the streets and easements as thereon shown, except that it reserves to itself, its successors and assigns a perpetual easement for utilities, in, over, upon and across said streets;

and Dedicator hereby declares that all the lots shown on said Plat of Candleridge are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth, and which run with the land and shall be binding on the purchasers of the plots, their heirs, executors, administrators and assigns.

**Section 1. Definitions.** The terms defined in this section shall, for all purposes of the hereinafter provisions of this instrument, have the meanings herein specified, unless the context otherwise requires.

(a) "Plot" shall mean an entire numbered lot as shown on the Plat or a combination of one or more of said lots or parts of said lots which shall have been approved by the Dedicator as a building site, but the Dedicator may refuse to approve a splitting or combination of said lots if more lots than the total of the numbered lots as shown on the Plat would result therefrom.

(b) "Dedicator" shall mean the undersigned, its successors and assigns.

**Section 2. One-Family Dwellings.** No Plot shall be used for any purpose except for the erection and maintenance thereon of one private dwelling house designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic servants living on the premises. No Plot shall be used in whole or in part for any purpose inconsistent with a private dwelling house use.

(a) Block 20, Tract A, is designated as a Park.

**Section 3. Frontage Setbacks, Etc.**

(a) All dwellings shall be constructed to front on the street on which the Plat fronts unless any Plot in question fronts on two streets in which case the dwelling constructed on such Plot shall front, as the Dedicator may approve, on either of the two streets or partially on both.

(b) All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Plat.

(c) No dwelling or accessory structure shall be erected or maintained nearer than seven (7) feet from the side line of any Plot.

(d) All dwellings constructed on the following lots shall contain at least 2400 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings:

Block 13, Lots 1 to 22, both inclusive;  
Block 14, Lots 1 to 12, both inclusive;  
Block 15, Lots 1 to 16, both inclusive;  
Block 16, Lots 1 to 18, both inclusive;  
Block 17, Lots 1 to 24, both inclusive;  
Block 18, Lots 1 to 14, both inclusive;  
Block 19, Lots 1 to 24, both inclusive;  
Block 20, Lots 1 to 5, both inclusive.

All dwellings constructed on all other lots to be conveyed subject to the covenants and restrictions as hereinabove set forth shall contain at least 2000 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings.

(e) All dwellings shall be constructed of stone, masonry, brick, stucco or of a glass building material of the kind usually used for outside wall construction, to the extent of at least seventy-five (75%) percent of the area of the outside walls.

(f) No dwelling, accessory structure or fence shall be erected or maintained on any Plot until the building plans and specifications for same and a plot plan (accurately showing the topography of the Plot) showing the proposed location of same have been approved by the Dedicator. In reviewing building plans the Dedicator shall consider the over-all suitability and architecture of the proposed placement on the Plot, the structural soundness of proposed building materials and the height relationships of all improvements. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs other than wood shingles will require approval by the Dedicator. In no case shall the Dedicator's approval of proposed improvements be unreasonably withheld.

(g) No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the house on said lot, and no fence, wall or hedge shall be placed on any portion of the sites with a greater height than six (6') feet. No wire or woven fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

(h) 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.

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

(j) No sign shall be erected or maintained on any plot except a "for sale" sign or "for rent" sign not exceeding five (5) square feet in size, or a sign owned by the Dedicator.

(k) No radio, television or other aerial shall extend more than fifteen (15') feet above the highest point of the roof of any building and no such aerial shall be maintained on any lot not containing a dwelling.

(l) Garage door openings are restricted as follows:

Block 10, Lots 27 thru 33, Block 12, Lots 1 thru 22  
SIDE OR REAR OPENINGS.

Block 13, Lots 1 thru 22, Block 14, Lots 1 thru 12, Block 15,  
Lots 1 thru 16, Block 16, Lots 1 thru 18, Block 17, Lots 1 thru  
24, Block 19, Lots 1 thru 24, and Block 20, Lots 1 thru 5,  
REAR OPENINGS OFF THE ALLEY.

Block 18, Lots 1 thru 14. Dedicator reserves the right to approve garage openings at the time plans and specifications are submitted for approval to the Architectural Control Committee.

In no event will garage doors open to any street, and garage's will not be permitted at the front of the house.

(m) Any portion of any lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion. In the event this restriction is not complied with then Developer has the right to cause this maintenance to be done at the expense of the property owner.

(n) No lot conveyed by the Dedicator shall be used for the dumping or storage of rubbish, trash, rubble, surplus soil or rocks, etc.

(o) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot. No derrick or other similar structure shall be erected, maintained or permitted upon any plot.

(p) No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon the plot until the owner is ready to commence improvement.

(q) No trailer, camper, boat or other vehicle may be regularly parked, stored or maintained in the front yard or side yard of any plot, so as to be visible from any street.

(r) All house and structures permitted shall be completed within six (6) months, once construction is started. No structure shall be occupied unless and until the premises are connected in a proper way with the City sewage system.

(s) The area designated as "Park" as shown on the recorded plat, shall not be used for the dumping or storage of rubbish, trash, rubble, surplus soil or rocks, etc.

(t) The areas designated as "Alley" as shown on the recorded plat shall not be used for the dumping or storage of rubbish or trash, except that on garbage pick-up days as designated by the City of Fort Worth, garbage placed in acceptable containers shall be deposited in the alley for pick-up.

Said alley ways are for the explicit purpose of ingress and egress and at no time shall property owners park or store cars, boats, trailers, campers, motorcycles or any item which would block or partially block the alley. Alley ways are to be kept free and clear to allow unobstructed ingress and egress for property owners, City of Fort Worth Maintenance and Public Utility personnel. Delivery trucks, vans, etc., are to make deliveries at the front door of the residence.

(u) Specifically exempted from the provisions of this Section are activities by CandleRidge Development Corporation, the Developers of CandleRidge, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.

**Section 4. Easements Reserved.** No building or other permanent structure shall be erected or maintained within areas designated on the Plat as utility, park and drainage easements. Dedicator reserved a perpetual easement in, on and under the lots of the width and extent as shown on the Plat, for the purpose of laying, placing and maintaining the utilities, with the right to go upon such lots, streets, and park to place, erect, repair, maintain and remove utility installations without interference. Dedicator reserves the right to reasonably change and maintain the grade along and within the line of any Plot to conform the grade thereof to that of the Park on which any such line shall abut when the Park be constructed prior to or subsequent to the time a dwelling house may be erected on any Plot.

**Section 5. Duration.** These covenants and restrictions shall continue in force until January 1, 2005, and thereafter for successive ten year periods, unless on or after January 1, 2005, the owners of the legal title of more than 50 percent of the front footage of the lots shown on the Plat shall release all or any of such lots from one or more of these covenants and restrictions by executing, acknowledging and filing for record an instrument to that effect.

**Section 6. Right to Enforce.** These covenants and restrictions shall run with the land and shall be binding upon the Dedicator and all parties claiming by, through and under the Dedicator, and all such parties shall be taken to hold title

subject to, and to agree and covenants with the Dedicator and with each other to observe all these covenants and restrictions, provided, however, that no such party is not the legal title holder of the lands as to which such breaches occurred. In addition to an ordinary legal action for damages, the Dedicator and any owner of a Plot shall have the right to sue for and obtain an injunction, prohibitive or manadatory, to prevent the breach of or to otherwise enforce the observance of these covenants and restrictions. No failure or delay in enforcing these covenants and restrictions shall be deemed to be a waiver of any violation thereof. The Dedicator shall not be personally liable for any decision or action or failure to act under or pursuant to these covenants and restrictions.

Section 7. General.

(a) Notwithstanding any other provision hereof, Dedicator reserves the right (upon application and request of the owner of any Plot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Dedicator) the application of any of these covenants and restrictions to such Plot if, in the sole discretion of the Dedicator, such action be necessary to relieve hardship or permit good architectural planning to be effected. Dedicator also reserves the right:

(1) to redivide and replat any of the property shown on the Plat at anytime in question owned by the Dedicator, and

(2) to change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public or by public utilities. In no case, however, shall any such waiver, variance, amendment or change

a. deprive any owner of a Plot to reasonable access to such Plot;

b. reduce the frontage or depth of any numbered lot on the Plat to that which is less than that such numbered lot now containing the least frontage and depth; or

c. reduce the 2400 square feet living space requirement of Section 3 (d) hereof to less than 2200 square feet or reduce the 2000 square feet living space requirement of that Section to less than 1860 square feet.

(b) No additional covenants and restrictions imposed by Dedicator in any contract or deed in respect to any Plot shall modify or vary the general development plan as herein set out.

(c) The invalidation by any court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

(d) The provisions hereof are hereby made a part of each contract and deed in respect of any Plot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

(e) Dedicator's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

(f) Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.

(g) Dedicator may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Dedicator and any such assignee shall have the same right to so assign.

EXECUTED this the 2nd day of November, A.D., 1976.

ATTEST:

Janet Rodman  
Secretary

CANDLERIDGE DEVELOPMENT CORPORATION

By Joseph S. Howell, III  
Joseph S. Howell, III, President