

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 34, of the Plat Records of Tarrant County, Texas, as the plan for subdividing the same to be known as:

Block 21, Lots 1 to 7, both inclusive;
Block 21, Tract A
Block 22, Lots 1 to 16, both inclusive;
Block 23, Lots 1 to 21, both inclusive;
Block 24, Lots 1 to 20, both inclusive;
Block 25, Lots 1 to 36, both inclusive;
Block 26, Lots 1 to 21, both inclusive;
Block 27, Lots 1 to 20, both inclusive;
Block 27
Block 28

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.

(c) Block 21, Tract A, Block 27 and Block 28 are designated as 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 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) The garage doors of any house or residence covered under these restrictions must open on the side or at the rear of the house. 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 or maintained 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 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) 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 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 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 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 restrictions and covenants. 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.

(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 _____ day of _____, A.D., 1976.

ATTEST:

CANDLERIDGE DEVELOPMENT CORPORATION

Secretary

By _____
Joseph S. Howell, III, President

THE STATE OF TEXAS X

COUNTY OF TARRANT X

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 _____ day of _____, A.D., 1976.

Notary Public in and for Tarrant County, Texas