

RESERVATIONS, RESTRICTIONS AND COVENANTS

IN 11-27-13 509704 LS - 10

CANDLERIDGE

PHASE II

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 388-102, Page 6 & 7, of the Plat Records of Tarrant County, Texas, as the plan for subdividing the same to be known as:

Block 38, Lots 1 to 31, both inclusive;
 Block 39, Lots 1 to 25, both inclusive;
 Block 40, Lots 1 to 42, both inclusive;
 Block 41, Lots 1 to 21, both inclusive;
 Block 42, Lots 1 to 21, both inclusive;
 Block 43, Lots 1 to 22, both inclusive;
 Block 44, Lots 1 to 32, both inclusive;
 Block 45, Lots 1 to 16, both inclusive;
 Block 45, Tract A;
 Block 46, Lots 1 to 15, both inclusive;
 Block 47, 48 & 49,
 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 Lot 12, Block 39, and Tr. A, Blk. 45 & Blks. 47, 48 & 49 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) Lot 12, Block 39, shall be used as the location for an 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 Lot shall continue to be used for the purposes set out above.

(b) Tract A, Block 45 & Blocks 47, 48 & 49 are 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) All dwellings constructed on the lots shall contain at least 1400 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

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

(m) 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.

(n) 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.

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

(p) 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 sub-division 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 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 1400 square feet living space requirement of Section 3 (c) hereof to less than 1200 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 25th day of February, A. D., 1976.

CANDLERIDGE DEVELOPMENT CORPORATION

BY Joseph S. Howell, III
Joseph S. Howell, III, President



(SEAL)

ATTEST:

Janet Podman
Secretary

THE STATE OF TEXAS X

COUNTY OF TARRANT X

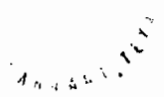
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOSEPH S. HOWELL, III, President of CANDLERIDGE DEVELOPMENT CORPORATION, a Texas Corporation, known to me to be the person and officer whose name is subscribed to the forgoing instrument, and 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 25th date of February, A. D., 1976.

Kay Visser
Notary Public in and for Tarrant County, Texas

(SEAL)

(Kay Visser)



BEING A 71.446ACRE TRACT OF LAND OUT OF THE J.W. WILLIAMS SURVEY, ABSTRACT NO. 1599, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 323.074 ACRE TRACT CONVEYED TO CANDLERIDGE DEVELOPMENT CORPORATION BY DEED RECORDED IN VOLUME 5710, PAGE 580, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON PIN, SAID IRON PIN BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE TRINITY CUMBERLAND PRESBYTERIAN CHURCH BY DEED RECORDED IN VOLUME 4333, PAGE 341, DEED RECORDS, TARRANT COUNTY, TEXAS, SAID IRON PIN ALSO BEING THE MOST NORTHERLY NORTHEAST CORNER OF A 344.4623 ACRE TRACT OF LAND AS CONVEYED TO CANDLERIDGE DEVELOPMENT CORPORATION BY DEED RECORDED IN VOLUME 5708, PAGE 795, DEED RECORDS, TARRANT COUNTY, TEXAS, SAID IRON PIN ALSO BEING IN THE SOUTH LINE OF SAID J.W. WILLIAMS SURVEY AND THE NORTH LINE OF THE ELLIS LITTLEPAGE SURVEY, ABSTRACT NO. 971, TARRANT COUNTY, TEXAS, AND ALSO BEING IN THE SOUTH LINE OF SAID 323.074 ACRE TRACT OF LAND;

THENCE N 89°41'30" W WITH SAID SOUTH LINE OF SAID 323.074 ACRE TRACT AND THE NORTH LINE OF SAID 344.4623 ACRE TRACT AND WITH SAID NORTH AND SOUTH SURVEY LINES A DISTANCE OF 170.0FEET TO A POINT;

THENCE N 05°05' W A DISTANCE OF 636.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N 84°55' E A DISTANCE OF 409.26 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION THRU A CENTRAL ANGLE OF 30°10'00" A DISTANCE OF 215.48 FEET TO THE END OF SAID CURVE;

THENCE N 25°05' E A DISTANCE OF 99.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS N 64°55' W A DISTANCE OF 763.94 FEET;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHERLY DIRECTION THRU A CENTRAL ANGLE OF 25°32'19" A DISTANCE OF 340.51 FEET TO THE END OF SAID CURVE;

THENCE N 00°27'19" W A DISTANCE OF 203.98 FEET TO A POINT IN THE SOUTH LINE OF BLOCK 36, CANDLERIDGE, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-100, PAGE 20, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE S 87°25' E WITH SAID SOUTH LINE OF SAID BLOCK 36 A DISTANCE OF 200.23FEET TO AN IRON PIN;

THENCE S 67°25' E CONTINUING WITH SAID SOUTH LINE OF SAID BLOCK 36 A DISTANCE OF 411.29 FEET TO A POINT, SAID POINT BEING THE MOST WESTERLY WEST CORNER OF LOT 1, BLOCK 39, WEDGWOOD ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-80, PAGE 49, PLAT RECORDS, TARRANT COUNTY, TEXAS, SAID POINT ALSO BEING IN THE NORTHERLY LINE OF SAID 323.074 ACRE TRACT OF LAND;

THENCE S 69°05'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID 323.074 ACRE TRACT A DISTANCE OF 135.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS N 20°54'13" E A DISTANCE OF 294.22 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AND CONTINUING WITH SAID NORTH LINE OF SAID 323.074 ACRE TRACT IN A NORTHEASTERLY DIRECTION THRU A CENTRAL ANGLE OF 60°21'10" A DISTANCE OF 309.91 FEET TO THE END OF SAID CURVE;

THENCE N 50°33'03" E CONTINUING WITH SAID NORTH LINE OF SAID 323.074 ACRE TRACT A DISTANCE OF 782.56 FEET TO A POINT;

THENCE S 39°26'56" E CONTINUING WITH SAID NORTH LINE OF SAID 323.074 ACRE TRACT A DISTANCE OF 42.0 FEET TO THE BEGINNING OF A NONTANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 110.77 FEET AND WHOSE LONG CHORD BEARS N 79°53'42" E A DISTANCE OF 108.94 FEET;

THENCE ALONG SAID NONTANGENT CURVE TO THE RIGHT AND ALONG SAID NORTH LINE OF SAID 323.074 ACRE TRACT IN A SOUTHEASTERLY DIRECTION THRU A CENTRAL ANGLE OF 58°54'27" A DISTANCE OF 113.89 FEET TO THE END OF SAID CURVE;

THENCE S 70°39'05" E CONTINUING WITH SAID NORTH LINE OF SAID 323.074 ACRE TRACT OF LAND A DISTANCE OF 210.74 FEET TO A POINT;

THENCE S 19°20'55" W A DISTANCE OF 48.25 FEET TO A POINT;

THENCE S 34°13'30" E A DISTANCE OF 975.0 FEET TO A POINT IN THE SOUTH LINE OF COUNTY ROAD NO. 1035 AND IN THE SOUTH LINE OF SAID 323.074 ACRE TRACT OF LAND;

THENCE S 55°46'30" W WITH THE SOUTH LINE OF SAID COUNTY ROAD NO. 1035 AND SAID SOUTH LINE OF SAID 323.074 ACRE TRACT A DISTANCE OF 1,546.30 FEET TO AN IRON PIN;

THENCE N 89°41'30" W WITH THE SOUTH LINE OF SAID 323.074 ACRE TRACT A DISTANCE OF 1,112.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 71.446 ACRES OF LAND, SAVE AND EXCEPT 1.1604 ACRES OF LAND IN TWO TRACTS CONVEYED TO TRAILWOOD LAND COMPANY BY DEED AS RECORDED IN VOLUME 5778, PAGE 71, DEED RECORDS, TARRANT COUNTY, TEXAS, LEAVING 70.286 NET ACRES OF LAND..

SAID 1.1604 ACRES IN TWO TRACTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT NO. 1

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF A 42.0 FOOT WIDE DRAINAGE EASEMENT, SAID POINT BEING S 29°26'57" E 42.0 FEET FROM THE SOUTH CORNER OF LOT 'E', BLOCK 292-R, WEDWOOD ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-68, PAGE 30, PLAT RECORDS OF SAID COUNTY;

THENCE N 50°33'03" E 145.2 FEET ALONG SAID SOUTHEASTERLY LINE OF SAID EASEMENT TO A POINT;

THENCE S 39°26'57" E 145.0 FEET TO A POINT;

THENCE S 50°33'03" W 180.2 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER POINT BEARS N 39°26'57" W A DISTANCE OF 393.4 FEET;

THENCE ALONG SAID CURVE IN A SOUTHWESTERLY DIRECTION THRU A CENTRAL ANGLE OF 05°21'38" A DISTANCE OF 36.81 FEET TO THE END OF SAID CURVE, SAID END OF CURVE BEING THE BEGINNING OF A NONTANGENT CURVE TO THE LEFT WHOSE RADIUS IS 694.79 FEET AND WHOSE LONG CHORD BEARS N 17°43'56" W A DISTANCE OF 154.56 FEET;

THENCE ALONG SAID NONTANGENT CURVE IN A NORTHWESTERLY DIRECTION THRU A CENTRAL ANGLE OF 12°46'21" A DISTANCE OF 154.88 FEET TO THE END OF SAID NONTANGENT CURVE TO THE LEFT WHOSE RADIUS IS 336.22 FEET AND WHOSE LONG CHORD BEARS N 51°47'02" E A DISTANCE OF 14.56 FEET;

THENCE ALONG SAID NONTANGENT CURVE IN A NORTHEASTERLY DIRECTION THRU A CENTRAL ANGLE OF 02°28'56" A DISTANCE OF 14.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,906 SQUARE FEET OR 0.6177 ACRE OF LAND AND BEING THE SAME TRACT OF LAND CALLED 0.656 ACRE OF LAND AS CONVEYED TO SAID TRAILWOOD LAND COMPANY.

TRACT NO. 2

BEGINNING AT A POINT ON A CURVE WHOSE RADIUS IS 624.79 FEET, SAID POINT ALSO BEING S 26°16'32" E A DISTANCE OF 42.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 309, WEDWOOD ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-80, PAGE 49, PLAT RECORDS, OF SAID COUNTY;

THENCE ALONG SAID CURVE IN A SOUTHERLY DIRECTION THRU A CENTRAL ANGLE OF 12°29'23" A DISTANCE OF 136.20 FEET TO THE END OF SAID CURVE, SAID END OF CURVE BEING S 17°06'17" E 135.93 FEET FROM SAID POINT OF BEGINNING;

THENCE N 10°51'35" W 16.66 FEET TO A POINT, SAID POINT BEING IN A NONTANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 393.4 FEET AND WHOSE LONG CHORD BEARS S 79°44'33" W A DISTANCE OF 178.43 FEET;

THENCE ALONG SAID NONTANGENT CURVE IN A WESTERLY DIRECTION THRU A CENTRAL ANGLE OF 26°12'56" A DISTANCE OF 180.0 FEET TO THE END OF CURVE;

THENCE N 03°30'25" E 147.52 FEET TO THE BEGINNING OF A NONTANGENT CURVE TO THE LEFT WHOSE RADIUS IS 336.22 FEET AND WHOSE LONG CHORD BEARS N 75°59'06" E A DISTANCE OF 127.23 FEET;

THENCE ALONG SAID NONTANGENT CURVE IN A NORTHEASTERLY DIRECTION THRU A CENTRAL ANGLE OF 21°48'46" A DISTANCE OF 128.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 23,641 SQUARE FEET OR 0.5427 ACRE OF LAND AND BEING THE SAME TRACT OF LAND CALLED 0.57 ACRE AS CONVEYED TO SAID TRAILWOOD LAND COMPANY.

THE STATE OF TEXAS X

COUNTY OF TARRANT X

KNOW ALL MEN BY THESE PRESENTS THAT CANDLERIDGE DEVELOPMENT CORPORATION THE OWNER OF THE PROPERTY DESCRIBED ABOVE DOES HEREBY ADOPT THIS PLAT AS:

BLOCKS 38 - 49
CANDLERIDGE

AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN HEREON.