

RESERVATIONS, RESTRICTIONS AND COVENANTS

IN

CANDLERIDGE PHASE V

6477
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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 Corrected Plat of CandleRidge Phase V, which has been filed of record in Volume 388-109, Pages 73 & 74, of the Plat Records of Tarrant County, Texas, as the plan for subdividing the same and does hereby adopt the Reservations, Restrictions and Covenants herein covering the following described property:

Block 29, Lots 1 to 16, both inclusive;
Block 30, Lots 1 to 15, both inclusive;
Block 31, Lots 1 to 12, both inclusive;
Block 50, Lots 1 to 10, both inclusive;
Block 51, Lots 1 to 14, both inclusive;
Block 52, Lots 1 to 4, both inclusive;
Block 52, Lots 10 to 12, both inclusive;
Block 53, Lots 1 to 22, both inclusive;
Block 53, Lots 25 to 32, both inclusive;
Block 54, Lots 1 to 8, both inclusive;
Block 54, Lots 11 to 17, both inclusive;
Block 55, Lots 1 to 9, both inclusive;
Block 55, Lots 12 to 18, both inclusive;
Block 55, Lots 21 to 25, both inclusive;

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, save and except:

(a) Lots 1 and 2, Block 30, may be used as the locations for A Model Home and Sales Office with A Parking Lot for a period of two 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 two year period, and if such extension is granted said Lots shall continue to be used for the purposes set out above.

(b) Block 36, Tract A, Block 35, Tract A and Block 37, Tract A are designated as Park.

②

(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 a 25' front building line.

(c) Corner lots shall have a 15' side yard building line adjacent to the side street.

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

(e) 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.

(f) 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. Every front gable shall be of masonry material unless specifically approved by Dedicator. Every side gable and every dormer shall be of masonry, wood shingles or wood.

(g) 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 shingle, tile or 340pound composition shingles will require approval by the Dedicator. Color of tile and composition roofs must be of earth tone colors and approved by Dedicator. In no case shall the Dedicator's approval of proposed improvements be unreasonably withheld.

(h) No fence, wall or hedge shall be placed on any lot nearer to any 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.

(i) 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.

(j) 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.

(k) 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.

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

(m) Garage door openings are restricted as follows:

1. Garages may open to side if located at rear of house. In the event a side rear opening is utilized a wood stockade fence will be required to screen garage opening from adjoining lot.

2. In the event of corner lots or other situations where garage faces an adjoining side yard a wood stockade fence will be required to screen opening from adjoining lot.

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

(n) Storage buildings are permitted as follows:

1. Constructed on concrete slab.
2. Must be placed a minimum of five (5') feet from property line or fence.
3. The storage building must be encompassed by a six (6') foot stockade fence. This may be accomplished by fencing yard area or around storage building.
4. If roof of building is visible to street it must be an earth tone color.

(o) 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.

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

(q) 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.

(r) 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.

(s) 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.

(t) All house and structures permitted shall be completed within ten (10) 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.

(u) 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.

(v) 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 exception 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 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.

(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 the 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.

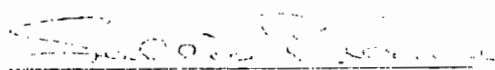
(f) Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.

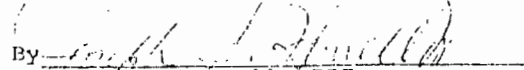
(g) Dedicator may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Dedicator and any such assignee shall have the same right to so assign.

EXECUTED this the 4th day of May, A.D., 1978.

ATTEST:

CANDLEIDGE DEVELOPMENT CORPORATION


Assistant Secretary

By 
Joseph S. Howell, III
President

(4)

THE STATE OF TEXAS . . . I

COUNTY OF TARRANT . . . I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Joseph S. Howell, III, President of CARDLERIDGE DEVELOPMENT CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of May, 1978.

James A. B. [Signature]
Notary Public, Tarrant County, Texas

DEDICATION

THE STATE OF TEXAS X VOL 6477 PAGE 502
COUNTY OF TARRANT X

KNOW ALL MEN BY THESE PRESENTS that we, Candleridge Development Corporation, are the owners of the following described unplatted property to wit:

Being a 113.441-acre tract of land out of the James W. Williams Survey, Abstract No. 1599 and the E. Littlepage Survey, Abstract No. 971, Tarrant County, Texas, said 113.441-acre tract also being a portion of a 123.074-acre tract of land conveyed to Candleridge Development Corporation by deed recorded in Volume 5710, page 580, Tarrant County Deed Records, and also being a portion of a 344.462-acre tract of land conveyed to Candleridge Development Corporation and recorded in Volume 5708, page 795, Tarrant County Deed Records, said 113.441-acre tract being more particularly described by metas and bounds as follows:

BEGINNING at a 5/8 inch iron pin found at the southwest corner of Block 49, Candleridge, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388/102, pages 6 and 7, Tarrant County Plat Records;

THENCE S 89°40'30" E 168.10 feet along the south line of said Block 49 to the beginning of a nontangent curve to the right whose radius is 329.49 feet and whose long chord bears S 0°59'16" E, 35.40 feet;

THENCE along said curve in a southerly direction through a central angle of 06°09'31" a distance of 35.42 feet to the end of said curve and the beginning of a compound curve to the right whose radius is 364.98 feet and whose long chord bears S 25°38'15" W, 291.61 feet;

THENCE along said curve, in a southerly direction, through a central angle of 47°05'30", 299.90 feet to the end of said curve;

THENCE S 49°11' W 222.77 feet to the beginning of a curve to the left whose center bears S 40°49' E a distance of 850.0 feet;

THENCE along said curve in a southerly direction through a central angle of 40°00' a distance of 593.41 feet to the end of said curve;

THENCE S 09°11' W 622.07 feet to the beginning of a curve to the right whose center point bears N 80°49' W a distance of 725.00 feet;

THENCE along said curve in a southerly direction through a central angle of 09°19'45" a distance of 122.27 feet to the end of said curve, said end of curve being the beginning of a nontangent curve to the left whose radius is 1860.00 feet and whose long chord bears N 79°13'30" W a distance of 812.46 feet;

THENCE along said curve, in a westerly direction, through a central angle of 25°13'50", 819.06 feet to the end of said curve and the beginning of a compound curve to the left whose radius is 2810.00 feet and whose long chord bears S 73°51'44" W, 1387.89 feet;

THENCE along said curve in a westerly direction through a central angle of 28°35'41" a distance of 1402.39 feet to the end of said curve, said point being in the easterly line of Phase III, Candleridge Addition, as recorded in Volume 388-107, pages 32, 33 and 33A, Tarrant County Plat Records, said end of curve also being the beginning of a nontangent curve to the right whose radius is 600.0 feet and whose long chord bears N 23°18'10" W a distance of 125.84 feet;

(6)

THENCE along the easterly line of said Phase III, CandleRidge, the following courses and distances:

Along said nontangent curve in a northwesterly direction through a central angle of $12^{\circ}02'20''$ a distance of 126.07 feet to a point of compound curve whose radius is 325.0 feet and whose long chord bears $N 18^{\circ}43' E$ a distance of 382.06 feet;

Along said compound curve in a northeasterly direction through a central angle of $72^{\circ}00'$ a distance of 408.41 feet to the end of said curve;

$N 54^{\circ}43' E$ 147.77 feet to the beginning of a curve to the left whose center point bears $N 35^{\circ}17' W$ a distance of 125.0 feet;

Along said curve in a northerly direction through a central angle of $73^{\circ}49'$ a distance of 161.04 feet to the end of said curve;

$N 19^{\circ}06' W$ 56.29 feet to the beginning of a curve to the right whose center point bears $N 70^{\circ}54' E$ a distance of 190.0 feet;

Along said curve in a northerly and easterly direction through a central angle of $94^{\circ}10'$ a distance of 312.27 feet to the end of said curve;

$N 75^{\circ}04' E$ 131.63 feet to the beginning of a nontangent curve to the right whose radius is 375.79 feet and whose long chord bears $N 22^{\circ}24'28'' E$ a distance of 160.22 feet;

Along said curve in a northeasterly direction through a central angle of $24^{\circ}37'04''$ a distance of 161.46 feet to the end of said curve and the beginning of a compound curve to the right whose radius is 597.96 feet and whose long chord bears $N 40^{\circ}39'27'' E$ a distance of 123.78 feet;

Along said curve in a northeasterly direction through a central angle of $11^{\circ}52'53''$ a distance of 124.0 feet to the end of said curve;

$N 45^{\circ}29'30'' W$ 58.16 feet to the beginning of a curve to the right whose center point bears $N 44^{\circ}30'30'' E$ 375.0 feet;

Along said curve in a northwesterly direction through a central angle of $36^{\circ}00'$ a distance of 235.62 feet to the end of said curve, and the beginning of a compound curve to the right whose radius is 160.0 feet;

Along said curve in a northeasterly direction through a central angle of $30^{\circ}30'$ a distance of 85.17 feet to the end of said curve;

$N 21^{\circ}00'30'' E$ 22.41 feet to the beginning of a curve to the right whose center point bears $S 68^{\circ}59'30'' E$ a distance of 375.0 feet;

Along said curve in a northeasterly direction through a central angle of $22^{\circ}30'$ a distance of 147.26 feet to the end of said curve and the beginning of a compound curve to the right whose radius is 1000.0 feet;

Along said curve in a northeasterly direction through a central angle of $17^{\circ}41'18''$ a distance of 308.72 feet to the end of said curve and the beginning of a reverse curve to the left whose radius is 1000.0 feet;

Along said curve in a northeasterly direction through a central angle of $03^{\circ}27'18''$ a distance of 60.30 feet to the end of said curve and the beginning of a nontangent curve to the right whose radius is 769.40 feet and whose long chord bears $S 58^{\circ}50'53'' E$ a distance of 26.55 feet;

Along said curve in a southeasterly direction through a central angle of $01^{\circ}58'38''$ a distance of 26.56 feet to the end of said curve;

$N 32^{\circ}08'26'' E$ 60.0 feet to a point in the easterly line of Phase IV, CandleRidge Addition, as recorded in Volume 388-107, page 34, Tarrant County Plat Records, said point also being the beginning of a nontangent curve to the right whose radius is 622.96 feet and whose long chord bears $N 50^{\circ}02'09'' E$ a distance of 271.39 feet;

THENCE along the easterly line of said Phase IV, CandleRidge, the following courses and distances:

Along said curve in a northeasterly direction through a central angle of 25°09'43" a distance of 273.58 feet to the end of said curve;

N 62°37' E 431.68 feet to the beginning of a curve to the left whose center point bears N 27°23' W a distance of 681.44 feet;

Along said curve in a northeasterly direction through a central angle of 18°49'02" a distance of 223.80 feet to the end of said curve and the beginning of a compound curve whose radius is 323.67 feet;

Along said curve in a northeasterly direction through a central angle of 53°53'04" a distance of 304.40 feet to the end of said curve;

N 10°05'07" W 50.04 feet;

N 26°37'46" W 198.98 feet to the beginning of a nontangent curve to the right whose radius is 371.2 feet and whose long chord bears N 35°04'21" E a distance of 145.19 feet;

Along said curve in a northeasterly direction through a central angle of 22°33'23" a distance of 146.14 feet to the end of said curve, said end of curve being the common southerly corner of Lots 2 and 3, Block 36, Phase I-C, CandleRidge, an addition to the City of Fort Worth, Tarrant County, Texas, as recorded in Volume 388/100, page 20, Tarrant County Plat Records;

THENCE along the southerly line of said Block 36, the following courses and distances: N 65°34'26" E 416.49 feet; N 80°26'56" E 328.55 feet; N 85°17'08" E 236.54 feet; S 87°25'34" E, 67.63 feet to the northwest corner of Block 47, Phase II, CandleRidge, an addition to the City of Fort Worth, Tarrant County, Texas, as recorded in Volume 388/102, pages 6 and 7, Tarrant County Plat Records;

THENCE along the west line of said Phase II, CandleRidge, the following courses and distances:

S 00°26'19" E 203.98 feet to the beginning of a curve to the right whose center point bears S 89°33'41" W a distance of 763.94 feet;

Along said curve in a southerly direction through a central angle of 25°32'19" a distance of 340.51 feet to the end of said curve;

S 25°06' W 99.57 feet to the beginning of a curve to the left whose center point bears S 64°54' E a distance of 409.26 feet;

Along said curve in a southerly direction through a central angle of 30°10' a distance of 215.48 feet to the end of said curve;

S 05°04' E 636.75 feet to the POINT OF BEGINNING and containing 113.441 acres of land to be known as:

Lots 1-16, Block 29; Lots 1-15, Block 30; Lots 1-12, Block 31; Lots 1-36, Block 32; Lots 1-9, Block 33; Lots 1-20, Block 34; Lots 1-8 and Tract A, Block 35; Lots 1-9, Block 35A; Tract A, Block 36; Lots 1-25 and Tract A, Block 37; Lots 1-22, Block 50; Lots 1-14, Block 51; Lots 1-12, Block 52; Lots 1-32, Block 53; Lots 1-17, Block 54; and Lots 1-26, Block 55, Phase V, CandleRidge;

An addition to the City of Fort Worth, Tarrant County, Texas, and do hereby dedicate to the public use forever the easements and rights-of-way as shown hereon. Any public utility, including the City of Fort Worth, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and any public utility, including the City of Fort Worth, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

Witness my hand at Fort Worth, Texas, this 23rd
day of September, 1976.

Joseph S. Howell III
CandleRidge Development Corporation

The State of Texas

County of Tarrant

Before me, the undersigned authority, a notary public, in and for said County and State on this day personally appeared Joseph S. Howell III, 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 the act of said CandleRidge Development Corporation and that he executed the same as the act of such company for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of September,
A.D. 1976.



Yvonne Palomares Gomez
Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS
COUNTY OF TARRANT

I hereby certify that this instrument was FILED on the
Date and at the time stated herein by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas as stamped herein by me.

MAY 8 1978



Madeline Huffman

COUNTY CLERK
TARRANT COUNTY, TEXAS

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RESTRICTIONS

CAMBRIDGE DEVELOPMENT CORPORATION

TO:

THE PUBLIC

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RETURN TO:

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