

ORDINANCE NO. 674

AN ORDINANCE REZONING PROPERTY IN ACCORDANCE WITH ARTICLE XXIX CHANGES AND AMENDMENTS, SECTION 1 OF ORDINANCE 179, ZONING ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, PASSED, APPROVED AND ADOPTED BY THE PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, NOVEMBER 13, 1967, AS AMENDED JANUARY 27, 1975

AFTER APPROPRIATE NOTICE AND PUBLIC HEARING, THE FOLLOWING RECOMMENDATION IS SUBMITTED TO THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS BY THE PLANNING AND ZONING COMMISSION:

RESOLVED that on Case PZ 77-23 the following described property shall BE rezoned from 1F-12 to a proposed class of Planned Development.

The following described tract or parcel of land situated in the E. S. Carder Survey, A-308, Tarrant County, Texas and being a 5.986 acre tract as recorded on Page 391 of Volume 4376 in the Tarrant County Deed Records and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 9-R, Block 3, WOODCREST ADDITION, Section 1, to the City of North Richland Hills, Tarrant County, Texas, according to plat recorded on Page 4 of Volume 388-32 in the Tarrant County Deed Records and being in the South right-of-way line of State Highway No. 121;

THENCE South 0 degrees 7 minutes West along the West line of Block 3, WOODCREST ADDITION a distance of 1292.90 feet to the North right-of-way line of Bedford-Eules Road;

THENCE North 89 degrees 37 minutes West along the North right-of-way line of said Bedford-Eules Road a distance of 217.59 feet to the West line of said 5.986 acre tract;

THENCE North 0 degrees 7 minutes East along the West line of said 5.986 acre tract a distance of 1103.70 feet to the Northwest corner of said 5.986 acre tract and also being in the South right-of-way line of said State Highway No. 121 and being on a curve having a radius of 2116.83 feet;

THENCE Northeasterly along said curve and along the South right-of-way line of said State Highway No. 121 a distance of 288.6 feet to place of BEGINNING, containing 5.986 acres of land more or less.

This property is located between Woodcrest Addition and Bank of North Texas.

APPROVED BY THE PLANNING AND ZONING COMMISSION THIS 28 DAY OF July 1977.

Samuel H. Ford
CHAIRMAN, PLANNING AND ZONING COMMISSION

Lee Waldrop
SECRETARY, PLANNING AND ZONING COMMISSION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS ACTING
IN REGULAR SESSION THAT THE ABOVE DESCRIBED PROPERTY IN CASE NO PZ 77-23 IS
HEREBY REZONED Planned Development THIS 22nd DAY OF August 1977.

Tom E. Newman
MAYOR, TOM E. NEWMAN
CITY OF NORTH RICHLAND HILLS

ATTEST:

Jeanette Moore
CITY SECRETARY, JEANETTE MOORE
CITY OF NORTH RICHLAND HILLS

APPROVED AS TO FORM AND LEGALITY

Rebecca E. Miller
CITY ATTORNEY
CITY OF NORTH RICHLAND HILLS

RESTRICTED COVENANTS

STATE OF TEXAS

X

COUNTY OF TARRANT

X

THIS DECLARATION, made on the date hereinafter set forth by CHARLES D. REYNOLDS (hereinafter called "Developer").

Said tract of land being approximately six acres in the E. S. Carder Survey, A-308, City of North Richland Hills, Tarrant County, Texas.

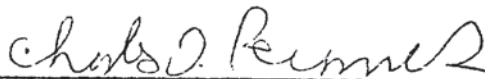
The following restricted covenants are to be placed on said property to remain forever:

1. A twenty-five foot wide private drive is to be constructed by the Developer prior to the first building being open for business. Said drive is to extend from the access road paralleling Airport Freeway south to Bedford Euless Road on the westerly side of the property. It shall remain open forever and is to be maintained by the Developer of this property, and will not be the responsibility of the City to maintain.
2. A seven-foot tall fence is to be erected by the Developer the entire length of the tract from the access road paralleling Airport Freeway south to Bedford Euless Road, complying, of course, with all city ordinances in regard to minimum distances which fences may be built from streets, and in accordance with the following specifications:
 - a. Fence is to be located just inside east property line of referenced tract.
 - b. Type of construction is to be as follows:
 - (1) Brick columns to be spaced no further than 25 feet apart.
 - (2) Seven-foot cedar fence of the "shadow" type construction (that is, two planes as opposed to a single plane) in between all the brick columns.

Said fence is to be built prior to the first building being open for business and maintained in a good state of repair forever at the expense of the Developer.

Developer further agrees to remove at his expense any existing fence belonging to residents contiguous to the referenced property along its eastern boundary according to the option of each individual property owner so concerned.

3. There will be a seventeen-foot wide greenbelt immediately west of residential property facing Weyland Drive and contiguous to referenced tract ^{of} the east, leaving intact all existing trees. Developer will clear underbrush in greenbelt area and plant some type of low density ground-cover. Some type of curb or retainer fence is to be constructed by Developer along entire west edge of greenbelt to assure that no vehicles of any type shall ever enter said area. Maintenance of the greenbelt area shall remain forever the responsibility of the Developer. Developer further agrees to plant at his expense two trees in the greenbelt behind each house facing Weyland Drive if there are no trees behind said houses within the greenbelt. There shall never be paving of any type within said greenbelt area. All stipulations of this provision are to remain in effect forever.
4. Developer will leave all trees possible on the remainder of the tract.
5. There will be no head-in parking toward houses on Weyland Drive on any part of said tract.
6. Provision shall be made by Developer to assure that Wistful Drive shall forever remain closed as at present.
7. All lights on rear of any buildings or other structures on said tract facing Weyland Drive will shine downward and away from houses. No lights will be directed toward the residences. Furthermore, there will be no flashing lights or flashing signs of any nature on any part of said tract.
8. There will be no music playing outside any building on the tract at any hour of the day or night.
9. There will be no "fastfood" or "drive-in" restaurants or convenience stores of any nature in said development, (such as 7-11 or Stop-N-Go), or any similar in nature. There will be no all-night store opening at any time, no childcare center, no cocktail sales unless in a restaurant of the Steak and Ale type, no dancehalls, no honky-tonks, no pool halls, no domino parlors, no pinball machine operations or any other objectionable type business.
10. The entire said tract of land will be a planned development all at one time. Planned development will be restricted to local retail use honoring all of the above restricting covenants pertaining to types of businesses. In addition, there will be all other restrictions that apply to local retail property.
11. There will be no trash containers placed in the green belt area (described in paragraph 3).

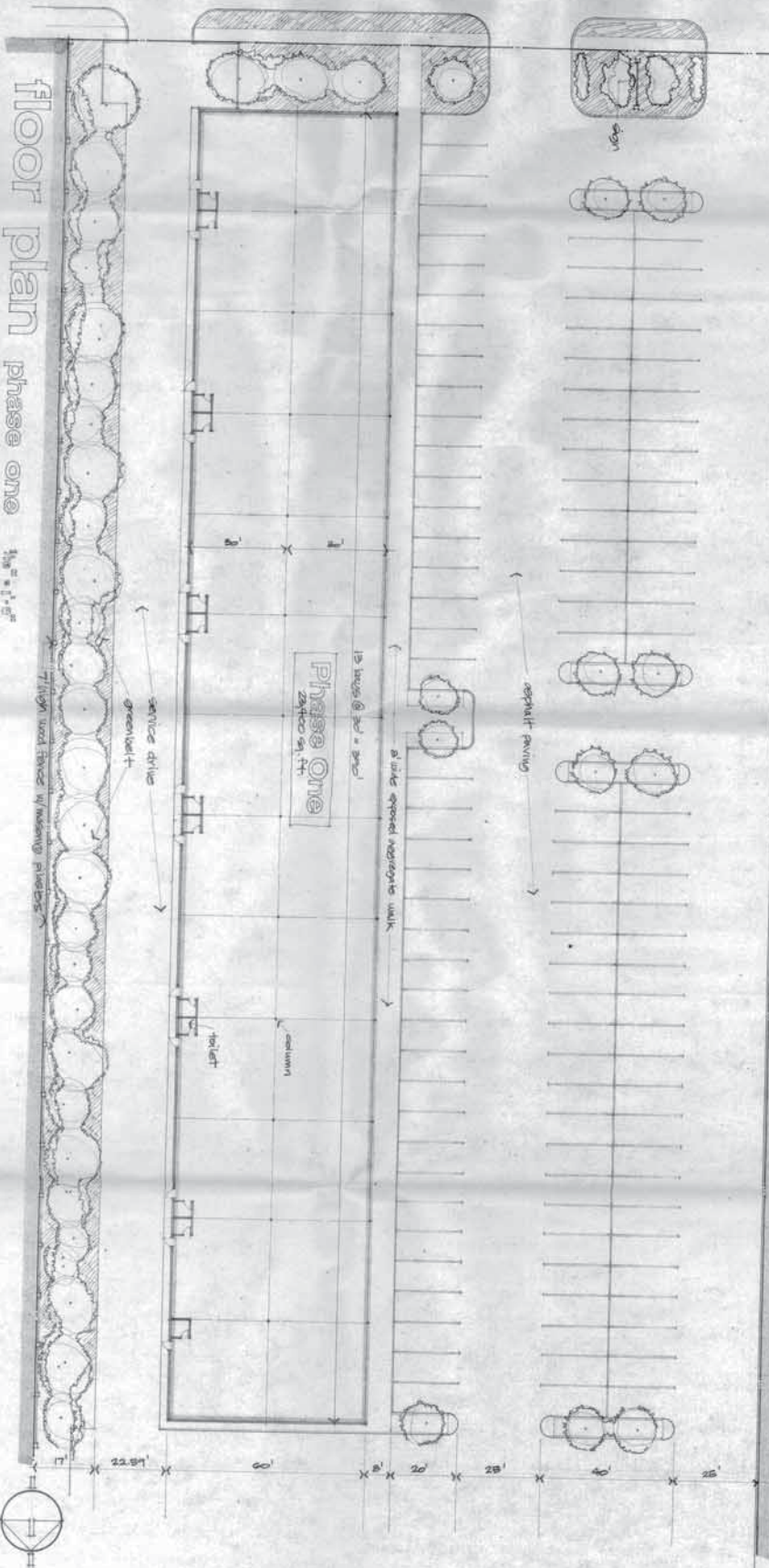


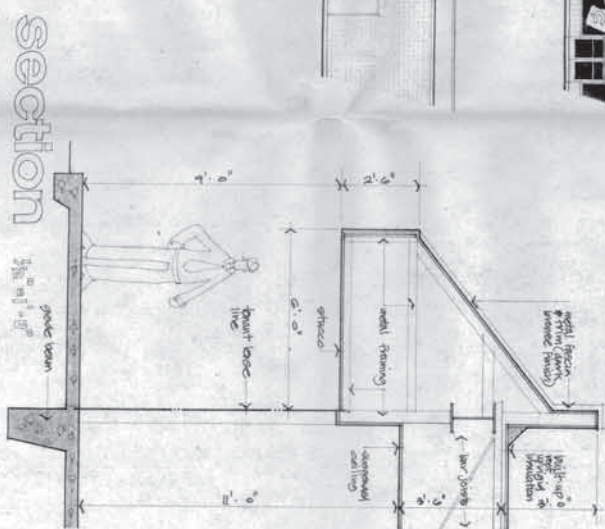
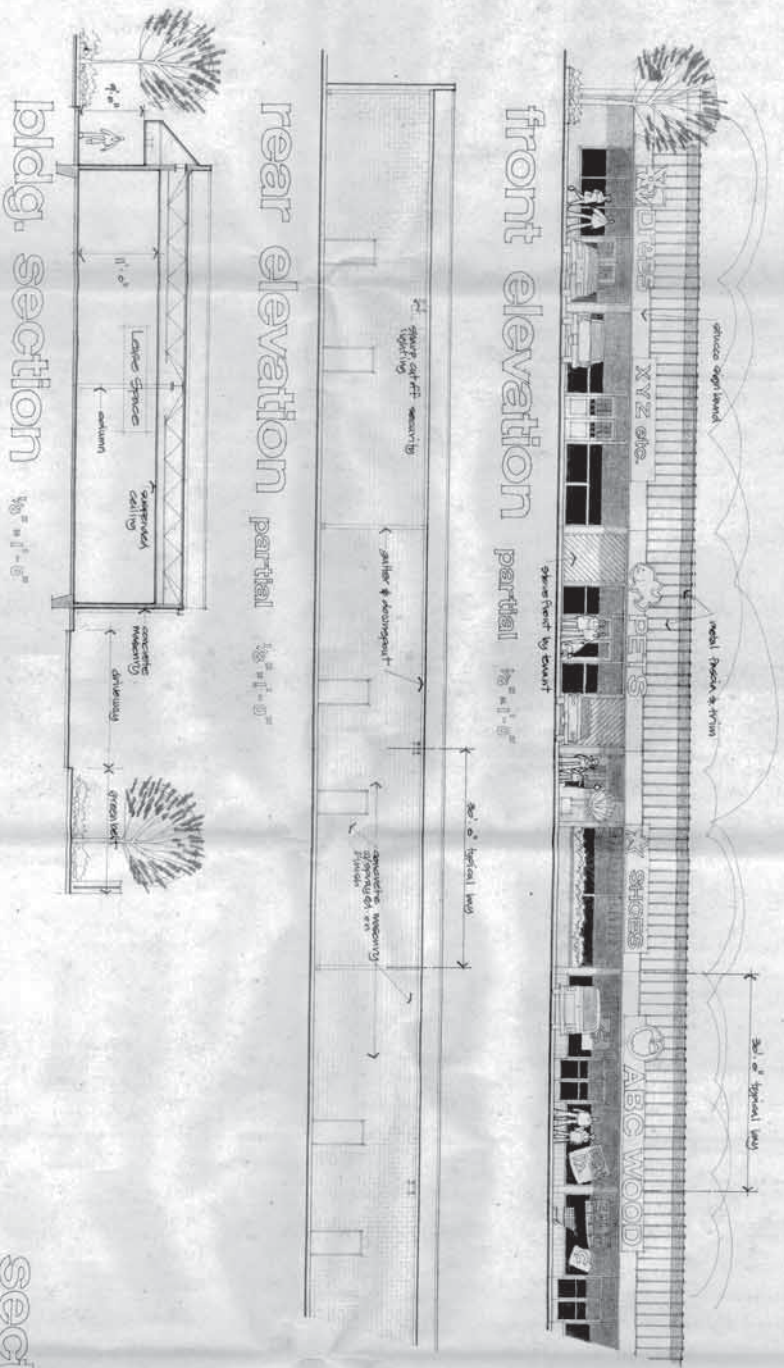
Charles D. Reynolds
DEVELOPER

texas

a local retail development
by REYNOLDS PROPERTIES

Architect Plus





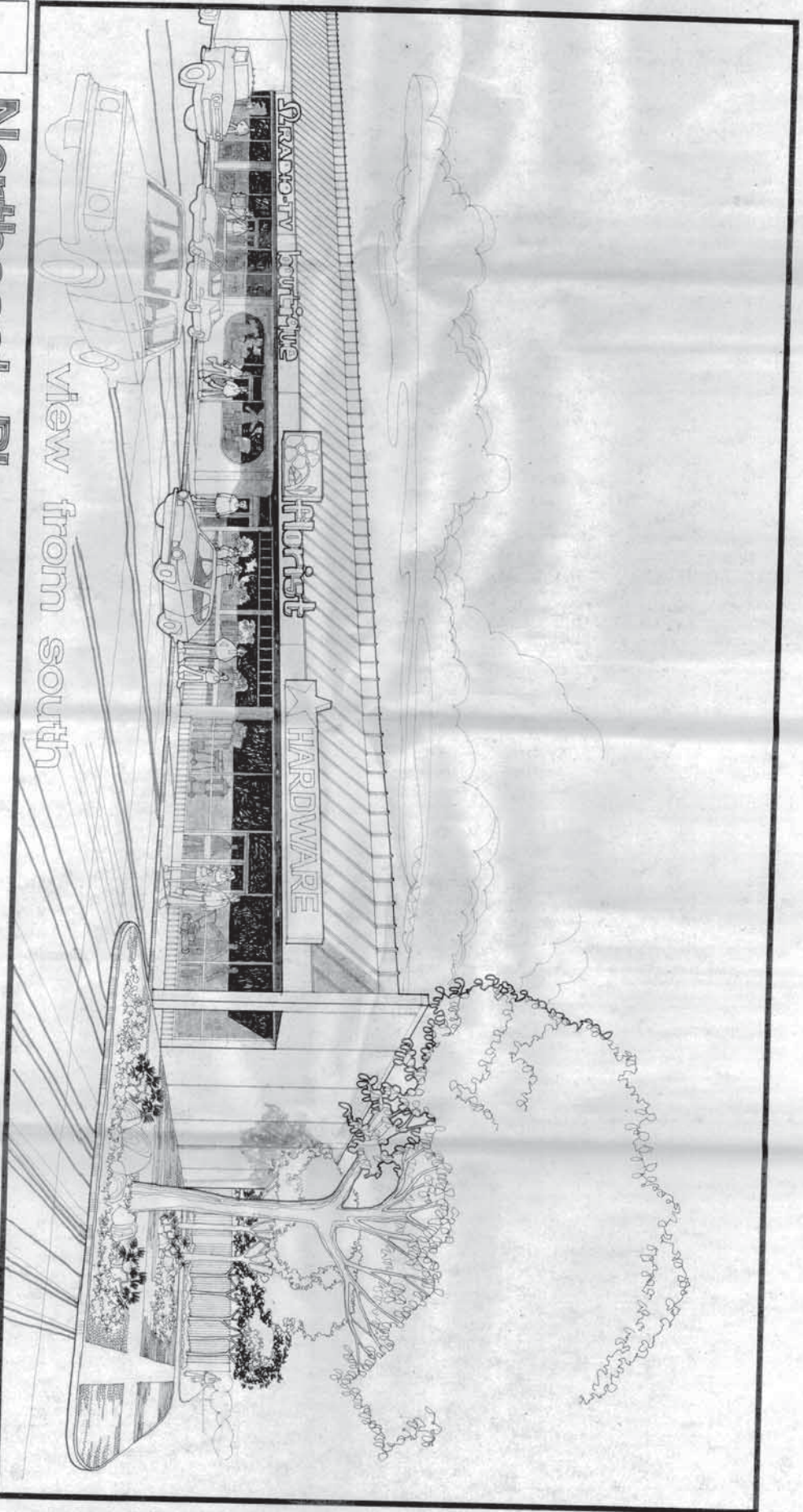
Northeast Plaza
N. richland hills
texas

a local retail development
by REYNOLDS PROPERTIES

Architect P.W.

3

7-6-77



Northeast Plaza

n. richland hills

texas

a local retail development
by **REYNOLDS PROPERTIES**

Architect Plus

4

1/5/77