

RELEASE AND WAIVER OF DEED RESTRICTIONS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, Richland Terrace, Inc., referred to herein as “Dedicator”), platted and dedicated certain property via plat recorded in Volume 3880014, beginning at Page 0076 of the Plat Records of Tarrant County, Texas within the city limits of the City of Richland Hills, Texas, specifically, the following:

Lots 1 to 8, inclusive, Block 31,
Lots 1 to 12, inclusive, Block 32,
Lots 1 to 10, inclusive, Block 33, and
Lots 1 to 14, inclusive, Block 34,

of the Richland Terrace Addition to the City of North Richland Hills, Tarrant County, Texas; and

WHEREAS, said Dedicator, when platting such property created certain restrictions on the use of said property; and

WHEREAS, the restrictions created include the following:

1. All numbered lots as shown in the above described plat shall be known as residential lots, and the following restrictions apply to said residential lots.

2. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling, not to exceed one story in height and a private garage for not less than one car, and necessary outbuildings typical for single family use.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building has been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to the topography and finished ground elevation by a committee composed of the following persons: M.V. Lathan and Donald R. Campbell, or a representative designated by them. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location; or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion there, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease after January 1, 1965.

Thereafter, the approval described in this covenant shall not be required unless, prior to said effective date, and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located nearer to the front property line than that shown on the plat of said addition, nor on any of the lots shown thereon, shall a building be located nearer than five (5) feet to any interior said lot line, so as to provide a minimum of 10 feet between dwellings. No dwelling shall be located nearer than 15 feet to any side street line

5. Any detached garage or other outbuildings erected, shall conform to the main dwelling as to the type and construction, and shall be located no nearer than 25 feet to the rear of the main building.

6. No residential structure shall be erected or placed on any building plot, which plot has a area of less than 7,000 square feet or a width of less than 55 feet at the front building set-back line as shown on the recorded plat.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. Each dwelling constructed or placed in said addition shall be constructed of 80% brick and all dwellings must be so placed on the lot as to face the street on which the lot faces.

10. No ground floor area of the main dwelling, exclusive of garages, open porches, patios, screen porches, shall be less than 1,200 square feet. All garages must be of at least one car size and may be attached or detached from the main dwelling.

11. Easements are reserved as shown the recorded plat for utility installation and maintenance.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sales period.

13. 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 purposes.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. No fence shall be erected or permitted to remain on any lot nearer the front property line of the lot than 30 feet.

17. If the parties hereto or any of them or their heirs, assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and either prevent him or them from so doing or to recover damages or other dues for such violations.

and

WHEREAS, the City of North Richland Hills ("the City") has assumed ownership of fee simple title to a majority of the lots originally platted, specifically, the following:

Lots 1 through 10 inclusive of Block 33, and Lots 1 through 14 of Block 34 of the Richland Terrace Addition to the City of North Richland Hills, Tarrant County, Texas, as originally platted via plat recorded in Volume 3880014, beginning at Page 0076 of the Plat Records of Tarrant County, Texas (which lots have collectively now been replated and revised as Lot 1R of Block 31 via plat recorded in Volume 3880093, beginning at Page 0501 of the Plat Records of Tarrant County, Texas); and

Lots _____ through _____ inclusive of Block 34, as platted via plat recorded in Volume 3880014, beginning at Page 0076 of the Plat Records of Tarrant County, Texas;

and

WHEREAS, the City Council of the City has determined that the above-referenced restrictions do not remain necessary or appropriate to fulfill the purposes of the Dedicator, and has further determined that the above-referenced restrictions interfere with the best interests of

the current property owners, including property that the City owns, and unreasonably interfere with needed economic development of the property affected;

NOW, THEREFORE, the City, through its duly authorized representative, the Mayor of the City, as owner of a majority of the original lots affected by the restrictions, do hereby waive and remove such restrictions, as permitted and authorized by the plat and dedicatory instrument creating them.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES TO FOLLOW

Signed this _____ day of _____, 2016.

THE CITY OF NORTH RICHLAND HILLS

By: _____
Mayor

Attest:

City Secretary

ACKNOWLEDGEMENT

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Before me, the undersigned authority, on this day personally appeared _____, who after first being by me duly sworn, acknowledged and stated he has executed the above and foregoing document for the purposes and consideration therein expressed, in his capacity as Mayor of the City of North Richland Hills, with full authority to so act, on this, the _____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires:
