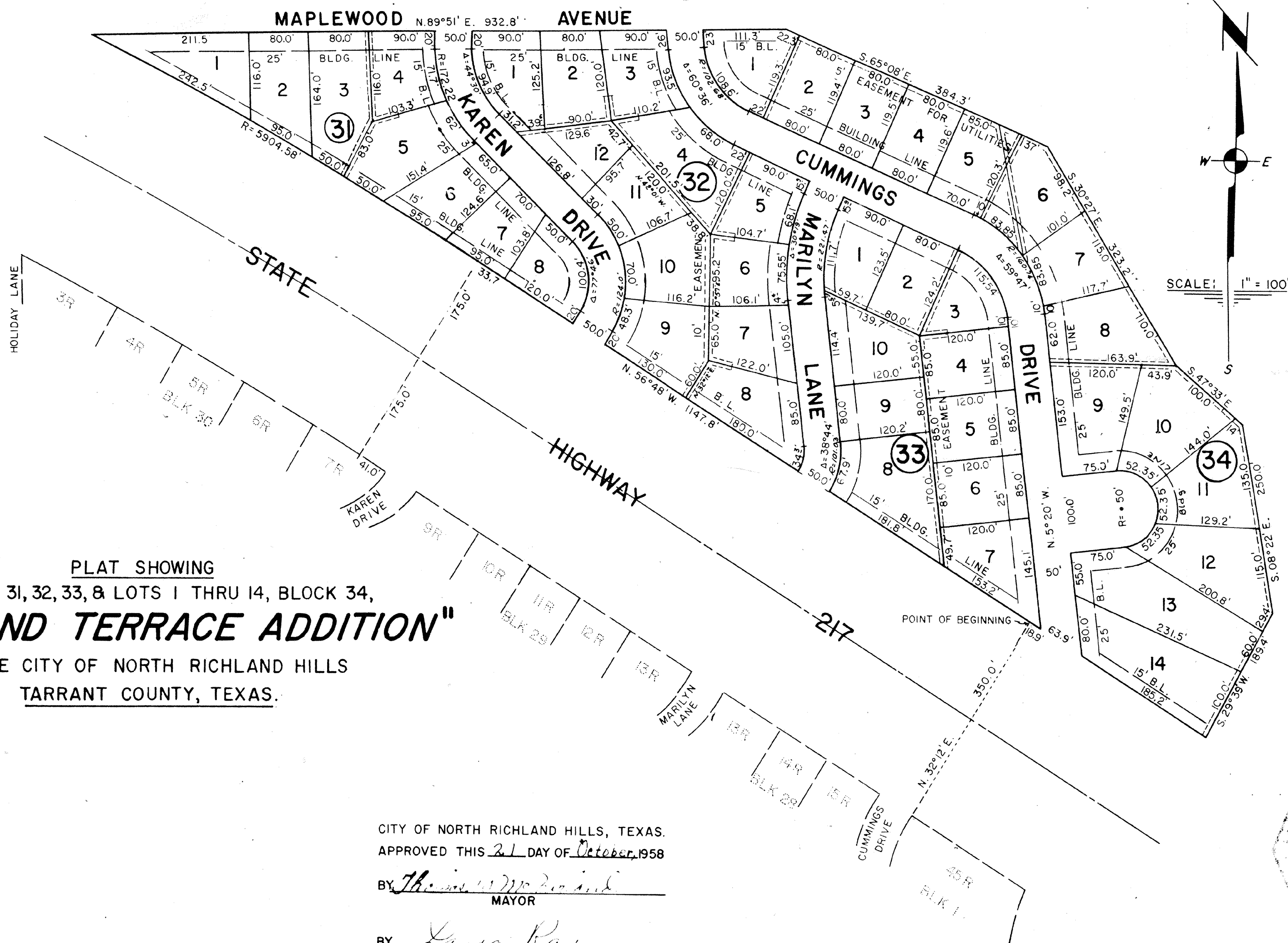


11725

PLAT RECORD VOLUME 388-14

76



SURVEYED OCTOBER 1958
BY Robert A. Heffington
ROBERT A. HEFFINGTON
REG. PUBLIC SURVEYOR
FORT WORTH, TEXAS.

11725 752

STATE OF TEXAS

COUNTY OF TARRANT

That, Richland Terrace, Inc., a Corporation acting herein by and through its duly authorized officer, being the owners of the following described tract:

BEGINNING at a point in the Northeastly R. O. W. line of State Highway No. 217, said point being 350 feet North 33 deg. 12 min. East from the Northwest corner of Lot 15-B, Block 1, Richland Terrace Addition;
THENCE North 56 deg. 48 min. West 879.8 feet with the Northeastly R. O. W. line of said Highway to the beginning of a curve to the left;
THENCE with the Northeastly line of said Highway, along a curve to the left with a radius of 5904.68, a distance of 593.80 feet;
THENCE North 89 deg. 51 min. East 932.8 feet;
THENCE South 65 deg. 08 min. East 384.3 feet;
THENCE South 30 deg. 27 min. East 323.2 feet;
THENCE South 17 deg. 33 min. East 114.0 feet;
THENCE South 08 deg. 22 min. East 250.0 feet;
THENCE South 29 deg. 39 min. West 189.4 feet to the North line of State Highway No. 217;
THENCE North 56 deg. 48 min. West 879.8 feet with the Northeastly R. O. W. line of said Highway to the place of beginning and containing 13.79 acres.

hereby dedicates the same to be known as:

Lots 1 to 8, inclusive, Block 31,
Lots 1 to 12, inclusive, Block 32,
Lots 1 to 10, inclusive, Block 33,
Lots 1 to 14, inclusive, Block 34, RICHLAND TERRACE ADDITION
to the City of North Richland Hills, Tarrant County, Texas.

and dedicates to the use of the public the streets and easements as shown thereon by plat attached hereto.

In order to secure uniformity in the dwellings constructed in said addition dedicatior hereby restricts said property as hereinafter set out, which restrictions shall be binding upon the owners of said lots, or any purchaser thereof, their heirs, administrators or assigns, and said restrictions shall be covenants running with the land, to-wit:

1. All numbered lots as shown on 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 conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of the following persons: M. V. Latham 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 thereof, 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 Jan 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 side 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 type and construction, and shall be located no nearer than 25 feet to the rear of the main dwelling.

6. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7000 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 on 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 signed 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 a 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 violation.

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time said covenants shall be automatically extended for successive period of ten (10) years unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions, which shall remain in full force and effect.

Violation or failure to comply with the foregoing restrictive covenants, or conditions, shall in no way affect the validity of any mortgage loan or bona fide lien which may in good faith be then existing on the above property.

EXECUTED this the 5 day of February, 1959.



Donald R. Campbell, Secretary.

FEB 11 1959 RICHLAND TERRACE, INC.

BY: M. V. Latham, President.

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. V. Latham, President of Richland Terrace, Inc., 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 as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of February, 1959.



Melvin 'Mel' Faulk, Notary Public in and for Tarrant County, Texas.

Filed for Record FEB 17 1959 at 1:39 P.M.
And Recorded FEB 24 1959 at 2:40 P.M.
Instrument No. 11725 MELVIN 'MEL' FAULK, County Clerk, Tarrant County, Texas
By: G. G. Gaddler Deputy