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PLAT VOL. 388-1

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TARRANT COUNTY TEXAS
JULY 24 1951

DESCRIPTION OF LOTS 3 TO 10 BOTH INCLUSIVE IN BLOCK 43, AND BLOCKS 55, 56 AND 56 OF RIDGELA, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN ON SAID ACCOMPANYING PLAT.

NON THEORETIC, KNOW ALL MEN BY THESE PRESENTS: That said Company has caused to be surveyed and platted said above described parcels of land as shown on the attached map, to be hereinafter known as lots 3 to 10 both inclusive in Block 43, Blocks 55, 56 and 56 of RIDGELA, an Addition to the City of Fort Worth, Tarrant County, Texas, which is, according to said plat attached hereto, subdivided into lots, streets, avenues, drives and public ways, and said Company does hereby dedicate to the public use the streets, avenues, drives and public ways shown on said accompanying plat.

RESERVATIONS, RESTRICTIONS AND COVENANTS The Company declares that the land shown to be subdivided on the attached plat is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

Section 1. USE OF LAND. The lots shall be used for private residence purposes only. No store, flat, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, and such outbuildings as are customarily appurtenant to residences. Each dwelling house shall be detached and designed for occupancy by a single family only. No garage or outbuilding on any plot shall be used as a residence or living quarters except by servants engaged on the premises; or, except pending the construction of the residence, and then for a total period not exceeding one year.

Section 2. APPROVAL OF PLANS. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change of alterations therein be made, until plans and specifications, color scheme, plot plan and grading plan, together, or other information satisfactory to the Company, shall have been submitted to and approved in writing by the Company and a copy thereof as finally approved lodged with the Company.

Section 3. MATERIAL. The principal exterior materials of any residence shall be brick, masonry, stucco or similar materials satisfactory to the Company. No outbuilding shall exceed the residence to which it is appurtenant in height or number of stories, unless the written consent of the Company thereto be first obtained. Every outbuilding, except a green house, shall correspond in style and architecture to the residence

to which it is appurtenant and shall be of the same materials, both walls and roof, as such residence.

Section 4. FRONTAGE. Every residence erected on any plot shall front or present a good frontage on the street or streets on which the lot or lots composing such plot are deemed to front.

Residences on corner lots shall have a presentable frontage on all streets on which the particular corner lot fronts.

Section 5. SET-BACK OF RESIDENCES FROM STREET LINE. No residence, or any part thereof, shall be erected or maintained on any of said lots nearer to the adjoining street or streets than the building line shown on the attached plat. However, the Company reserves the right to change any building line established on any lot as long as it holds legal title to such lot, and likewise reserves the right to change any such building line after it is parted with such legal title, provided the consent of the holder of such title is first obtained. But in no event shall the

building line shown on the attached plat be changed so as to bring it more than five (5) feet nearer any adjoining street than such line now is as shown on said plat. However, covered or uncovered, but not enclosed, porches, balconies, porte-cocheres and terraces may extend beyond the building line toward the street or streets on a lot such plot fronts not more than twelve (12) feet. Bay or other windows, vestibules and stairway landings (other than full two-story windows, vestibules and stairway landings), porches, awnings, chimneys, or other similar projections, may extend not more than four (4) feet beyond the building line in the direction of any street adjoining the plot. And steps leading to residences may extend beyond such building line, provided such steps are not higher than the level of the first floor of the residence.

Section 6. FREE SPACE. No residence, except with the written consent of the Company, shall occupy more than eighty per cent (80%) of the width of the plot on which it is erected, but the Company reserves the right to authorize the erection of residences occupying as much as, but not exceeding ninety per cent (90%) of the width of such plot. By the width of any plot as used in this section of this instrument, is meant the width measured along the building line nearest the street on which such plot fronts. Where the frontage is on more than one street, the longest measurement shall control. In computing the width of residence and of enclosed or unenclosed porches shall be included, but porches, awnings, chimneys, and purely ornamental projections shall be excluded. No part of any residence shall be erected or maintained nearer than twenty (20) feet to the side property lines of the plot on which same is erected, except that porches, awnings, and purely ornamental projections may be extended three (3) feet nearer to said property lines than above provided. However, the required clearance from

the side lines of the plot may, with the consent in writing of the Company, be reduced by not to exceed thirty-three and one-third per cent (33-1/3%) of such required clearance. Nothing in this section shall change the provisions of Section 5 of this instrument and in case of conflict the established building line shall control.

Section 7. SET-BACK OF OUTBUILDINGS FROM STREET. No outbuilding shall be erected or maintained on any of said lots nearer to the adjoining street or streets than the outbuilding limit shown on the attached plat. However, the Company reserves the right to change any outbuilding limit line established on any lot, but in no event shall the outbuilding limit line shown on the attached plat be changed so as to bring it more than ten (10) feet nearer any adjoining street than such line now is as shown on such plat. And said outbuilding limit line shall not be moved nearer any adjoining street, unless the owner of owners of the lot or lots in the same block which border on said street and which are contiguous to the lot upon which it is proposed to make such change, shall first give written consent thereto. The projection of porches, awnings, and purely ornamental projections over said building limit line shall not be construed as a violation of the provisions of this section.

Section 8. OUTBUILDING FREE SPACE REQUIRED. In fixing the dimensions of all outbuildings, including greenhouses, with reference to the width of the plot on which such buildings are located, the measurement of such plot width shall be taken along the rear property line thereof. Outbuildings other than greenhouses shall not exceed sixty (60) feet in width, and if more than one such outbuilding is erected the combined width thereof shall not exceed sixty (60) feet. However, such maximum width may be increased by not more than ten per cent (10%) of the width of the plot with the written consent of the Company. Greenhouses shall not exceed twenty (20) feet in width. No more than fifty (50%) of the width of any plot shall be occupied by outbuildings, ex-

clusive of greenhouses, and if greenhouses be included, then not more than sixty per cent (60%) of such width shall be occupied by all outbuildings, including greenhouses. However, the Company may permit occupancy of as much as seventy per cent (70%) of any plot by all outbuildings, including greenhouses, by giving its written consent thereto. In the case of corner lots having an angle or angles in the outbuilding limit line, all outbuildings may be erected to such width and occupy such area as the space on the interior side of the outbuilding limit line allows.

Section 9. MINIMUM FLOOR SPACE REQUIREMENT. Any residence erected, wholly or partially, on any of the plots in lots 3 to 10 both inclusive in Block 43 and Blocks 55 and 56 as shown on the accompanying plat, shall have a minimum floor space of not less than two thousand (2000)

square feet, exclusive of porches and garages. However, the right is reserved to the dedicant to approve plans with floor space, excluding porches and garages, to a minimum of eighteen hundred (1800) square feet, if the dedicant so desires.

Any residence erected, wholly or partially, on any of the plots in Block 56 shall have a minimum floor space of not less than fifteen hundred (1500) square feet exclusive of porches and garages.

Section 10. By this dedication it is understood and agreed that no restrictions previously filed shall be affected by this instrument.

Section 11. EASEMENTS RESERVED. Above, upon, and under the areas marked "Easement" on the attached plat, the Company reserves the right to construct and maintain, or cause to be constructed and maintained, pipe lines, conduits, poles, wires and any other equipment necessary to the performance of any public or quasi-public utility service and function, with the right of access thereto at any time for

the purpose of further construction and maintenance and repair. No building or other permanent structure shall be erected or maintained on any part of any area marked "Easement", but the owners of lots may erect and maintain a fence, wall, or hedge along the property line with such Easement, subject to the provisions of Section 12 hereof, and subject at all times to the prior right to use such area for utility and quasi-utility purposes. The Company shall have the right to vacate the easement appurtenant to any lot, provided such vacation shall not prevent access by utilities to any lot shown on said plat.

All rights of every kind to transport persons and property by air over the premises shown on said plat are reserved in the Company for the benefit of the owners of the lots shown on said plat.

Section 12. SIGNS, BILL-BOARDS, AND MISCELLANEOUS STRUCTURES. The construction or maintenance of bill-boards, poster-boards, or advertising structures of any kind on any part of any lot is prohibited, except that signs not exceeding five (5) square feet in size advertising property shown on said plat for sale or rental are permitted.

No fence, wall, or hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown, or maintained on any part of any lot on the front or exterior side of the building line as shown on said plat.

No radio aerial wires shall be maintained over any part of any lot not occupied by a structure, nor more than three (3) feet above the roof of any structure.

No provision shall be made on any lot for the raising of poultry or the housing of cows, horses, or other livestock.

No tank for the storage of oil or other fluid may be maintained on any lot above the surface thereof.

However, the Company reserves the right to waive any of the provisions set forth in this section as to any lot or lots shown on

the attached plat, such waiver to bind the Company, its successors, and all owners of lots shown on said plat. Waiver in the manner above set forth as to any particular lot or lots shall not release the prohibitions in this section as to any other lot.

Section 13. DURATION. Any of the restrictions and covenants herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty five (25) years from the date this instrument is filed for record in the office of the County Clerk of Tarrant County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided however, that the owners of the legal title to the lots having more than fifty per cent (50%) of the front frontage of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot shown on said plat from any restriction or covenant created by deed from the Company at the end of the first twenty-five (25) year period or at the end of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments at least five (5) years prior to the expiration of the first twenty five (25) year period, or at least five (5) years before the expiration of any fifteen (15) year period thereafter.

Section 14. RIGHT TO ENFORCE. The restrictions herein set forth shall run with the land and bind the Company, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Company and its successors in title, and with each of them, to conform to and observe all restrictions and covenants as to the use of said lots and the construction of improvements thereon, but no restrictions or covenants herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his, or their lifetime, or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and failure of the Company or the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

Section 15. COMPANY'S RIGHT TO ASSIGN. The Company may assign or convey by appropriate instrument to any person or corporation any or all of the rights, reservations, easements, and privileges herein reserved by it and upon such assignment or conveyance being made, its

assigns or grantees, at their option, may exercise, transfer, or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.

EXECUTED this 20th day of July, A. D. 1951.

RIDGELA DEVELOPMENT COMPANY
By: *A. C. Luther*
President
Attest: *Theresa M. Bunker*
Secretary

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared A. C. LUTHER, President of Ridgela Development Company, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of July, A. D. 1951.

E. C. Hannell
Notary Public in and for Tarrant County, Texas
E. C. HANSELL

Filed for Record July 24 1951
And Recorded July 25 1951
Instrument No. 36788
MELVIN "MEL" FAULK, County Clerk, Tarrant County, Texas
By: *M. J. [Signature]* Deputy

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