

SINGLE ACKNOWLEDGMENT

THE 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 P. P. Kirkland, the president of The Kirk-Mac Mortgage Company, a 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 as the act and deed of said corporation in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of January A. D. 1964

(L. S.)

Bill Moon
Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for Record JAN 29 1964 at 9:25 A M;

And Recorded JAN 31 1964 at 10:15 A M.

Instrument No. 6358 W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

By *E. Clay* Deputy

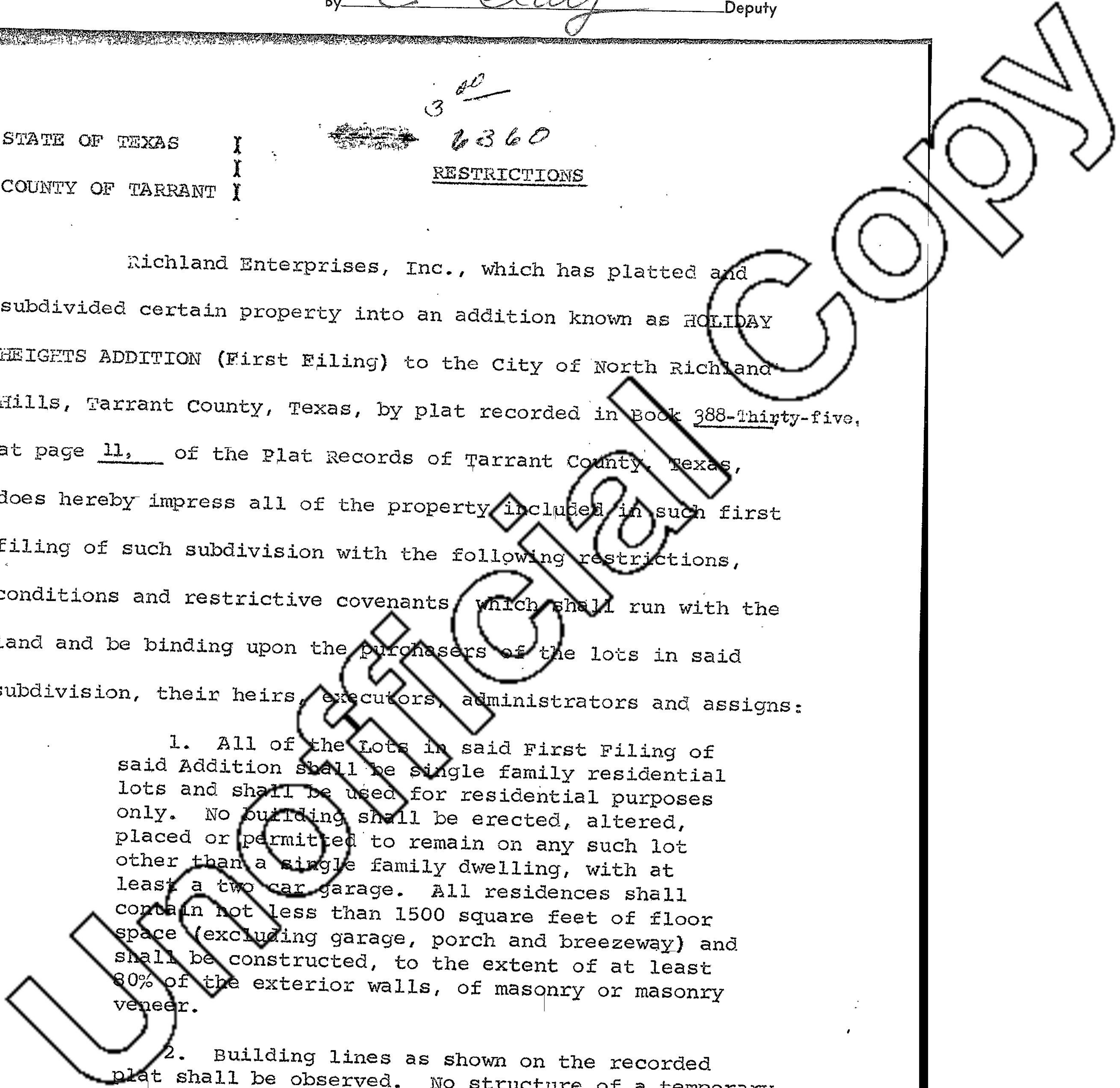
STATE OF TEXAS I
COUNTY OF TARRANT I

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6360
RESTRICTIONS

Richland Enterprises, Inc., which has platted and subdivided certain property into an addition known as HOLIDAY HEIGHTS ADDITION (First Filing) to the City of North Richland Hills, Tarrant County, Texas, by plat recorded in Book 388-Thirty-five, at page 11, of the Plat Records of Tarrant County, Texas, does hereby impress all of the property included in such first filing of such subdivision with the following restrictions, conditions and restrictive covenants which shall run with the land and be binding upon the purchasers of the lots in said subdivision, their heirs, executors, administrators and assigns:

1. All of the lots in said First Filing of said Addition shall be single family residential lots and shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single family dwelling, with at least a two car garage. All residences shall contain not less than 1500 square feet of floor space (excluding garage, porch and breezeway) and shall be constructed, to the extent of at least 80% of the exterior walls, of masonry or masonry veneer.

2. Building lines as shown on the recorded plat shall be observed. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently, nor shall any such structure of a temporary character be permitted thereon. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the main building set-back line, and set-back lines shall be observed on sides as well as the front of the lot in connection with fences, walls and all other structures. However, it is expressly provided that in connection with temporary structures and any and all other provisions of this dedication, field offices of a temporary nature are expressly permitted, subject to the approval of the dedicator, for use in furtherance of and during the development and sale of the land covered by this dedication.



~~DEED RECORD VOLUME 3894~~

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No spiritous, vinous or malt liquors, beers, or other intoxicants shall be sold or permitted to be sold upon any such lots, and no portion of any building shall be used as a night club or for gambling purposes.

4. No purchaser shall re-subdivide any such residential lot. However, in the event more than one lot is needed for a building site, the purchaser may, with the written approval of the Dedicator, re-subdivide.

5. 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.

6. Dedicator reserves perpetual easements in, on and under the lots of the width and extent as shown on the recorded plat for the purpose of laying, placing and maintaining utilities, and such other purposes as are shown on the plat, and dedicator reserves a perpetual easement in, on and under the streets as shown on the recorded plat, for the purpose of laying, placing and maintaining utilities, with the right to go upon such lots and streets, and to place, erect, repair, maintain and remove utility installations without interference. No building shall be erected over the part of the lot where such easement is shown to be reserved. Dedicator reserves the right to sell, transfer and assign all rights, easements, reservations and privileges herein provided.

7. No television, radio or other similar antennas, masts or receiving or sending apparatus shall be erected on any lot exceeding a height of 30 feet from the roof on any structure on said lot, whether or not said antenna, mast or other sending or receiving apparatus has its base on the ground or on the structure itself. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting system, and all television and similar antennas, masts and similar apparatus shall not exceed a two-television set capacity.

8. All plans for the erection of any residence on any lot must be approved by the president or vice-president of the Richland Enterprises, Inc., its successors or assigns. No building, fence, wall, or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alterations therein be made until plans and specifications, plot plan and grading plan therefor shall have been submitted to and approved by the dedicator. In passing upon such plans dedicator shall take into consideration suitability of the proposed building or other structures to the site

upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook for adjacent or neighboring property.

9. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any future property owner in this said platting as well as the dedicator shall have this right of endorsement, but neither the future property owners or the dedicator does or shall guarantee compliance with restrictions on land not owned by such person at the time of a violation and dedicator does not assume responsibility for taking enforcement action except at dedicator's option.

10. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

11. These restrictions are applicable only to the First Filing of said subdivision, consisting of Lots 1 through 10 in Block 1, Lots 1 through 14 in Block 2 and Lots 1 through 22 in Block 3 of the HOLIDAY HEIGHTS ADDITION. Restrictions on any future filings of additional lots or blocks in HOLIDAY HEIGHTS ADDITION shall be such as dedicator may determine, in its discretion.

EXECUTED this 25 day of JANUARY

1964.

RICHLAND ENTERPRISES, INC.

BY: Clawd W. Hamm
President

STATE OF TEXAS I
COUNTY OF TARRANT I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clawd W. Hamm, 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 the said RICHLAND ENTERPRISES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of January, A.D., 1964.

Rebecca J. Christopher
Notary Public in and for
Tarrant County, Texas.

Filed for Record JAN 29 1964 at 9:29 A.M.
And Recorded JAN 31 1964 at 10:18 A.M.
Instrument No. 6360
W. C. "RED" COWEN, County Clerk
Tarrant County, Texas
By E. Olay Deputy