

**DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS**

This Declaration of Restrictions and Protective Covenants ("Declaration") is made effective this 1<sup>st</sup> day of June, 2018 by Z Family Enterprises, LLC, hereinafter referred to as the "Developer."

**RECITALS**

Developer is owner of record of the following described real properties located in Tarrant County, Texas:

Block A, Lots 15, 16, and 17 as well as Lots currently described as A10, A7A, A7B, A7C, and A82 of the Hewitt Estates Addition in the City of North Richland Hills, Tarrant County, Texas

The above-described real property, including future platted lots therein, are subject to and restricted by current Zoning Regulations and Building Codes adopted by the City of North Richland Hills. All other ordinances of the City of North Richland Hills shall apply to owners of the above-described real estate and lots developed therefrom. The Restrictions herein shall apply to the above-described real estate. Any future changes made to the descriptions of these lots will not invalidate these Restrictions.

NOW, THEREFORE, the Developer declares the property subject to this Declaration as follows:

**ARTICLE I  
DECLARATION**

Declaration. The Developer hereby declares, imposes and charges the property with the Restrictions set forth in this Declaration, all of which will constitute covenants running with the land and be binding upon all parties and persons claiming under them, including, but not limited to, owner, and are for the benefit of and are limitations upon all future owners of the above-described real property. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single family residential structure with an attached garage as specified below in Article II. This Declaration of Restrictions is designed for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as herein specified:

Purpose. The purpose of the Restrictions is to: (1) preserve and protect the property for residential purposes only; (2) exclude and prevent nuisances, and prevent unreasonable impairment of the attractiveness and value of the property; (3) enhance, preserve and protect the peace and tranquility of a residential community; and (4) assure to each homeowner the full benefit and enjoyment of his or her home investment with no greater limitations on the free and undisturbed use of his or her lot or residence home site than is necessary to assure the same advantages to the other Owners.

**ARTICLE II  
RESTRICTIONS AND COVENANTS**

Garages. All dwellings shall have an attached garage on a permanent foundation with side or rear entry access, as required by City codes. A minimum of a two (2) car garage is required.

Size Requirements.

- Single story homes shall not be less than 2300 square feet excluding the required two (2) car (minimum) garage.
- Multiple story homes shall not be less than 2500 square feet excluding the required two (2) car (minimum) garage.

Parking. No vehicles shall be parked overnight on the street or in the yard.

Automobiles and Recreational Vehicles. Storage or parking of recreational vehicles, trucks, buses, trailers, boats, campers, mobile homes, or other motor vehicles other than ordinary automobiles, pickup trucks and vans designed to seat no more than ten passengers, for a period of more than seventy-two (72) continuous hours shall not be permitted unless screened from view by fencing or landscaping. No vehicles shall be parked for any period in areas not specifically designated for parking (i.e. yards).

Fence Guidelines. Fences must be of wood, pvc or comparable material and shall not be of chain link material. Fences must not exceed six (6) feet in height.

Satellite Dishes. All satellite dishes must be located in such a location so as to be hidden from view from the street or public right of way, as much as reasonably feasible. No satellite dishes greater than 36" in diameter and those not mounted on the principal structure shall be permitted.

Animals. No animals, livestock, poultry, fish, fowl or insects of any kind shall be raised, bred, or kept on any lot except for (no more than three) household pets (cats, dogs, hamsters, etc.) Household pets are not to be bred or maintained for any commercial purposes.

Renting Prohibited. No partial lot or residence may be rented or leased. The entire lot including the entire residence may be rented or leased only to no more than two unrelated adults. To prevent short-term rentals or leases, all rental and lease agreements must meet the minimum requirement of three (3) months. All rented or leased properties are further subject to the City of North Richland Hills Single Family Rental Ordinance.

Household. The entire lot, including the residence may be occupied by no more than two unrelated persons.

Businesses. No noxious or offensive trade or activity nor anything that may become an annoyance or nuisance shall be allowed on the property.

Recreational Equipment. Non-permanent Recreational Equipment, including, but not limited to, trampolines, wading pools, hot tubs, skateboard ramps, portable basketball hoops, goals, nets, or other playground equipment must be stored out of view of the street or public right of way, as much as reasonably feasible when not in use. Permanent Recreational Equipment, including but not limited to, swing sets and jungle gyms, must be installed in the rear yards.

### ARTICLE III GENERAL PROVISIONS

Term. These covenants are to run with the land and shall be binding on all Owners for a period of twenty-five (25) years from the date these covenants are recorded, unless amended as specified below, after which time said covenants are automatically renewed for another twenty-five (25) years from the date of amendment. Covenants expire after sixty (60) years unless renewed by a vote of seventy-five percent (75%) of all property owners at that time. For purposes of voting, each lot shall be entitled to one vote.

Amendment. These covenants shall not be amended within the first sixty (60) months of its recording, unless there is a concurrence of one hundred percent (100%) of the then owners of lots or blocks. Any amendment shall be recorded. Once all lots are developed, the covenants may be amended if an instrument signed by two-thirds of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement. The Developer, any Owner or any other person with legal standing may enforce this Declaration and its Restrictions. Person seeking to enforce this Declaration and its Restrictions shall be entitled to bring an action at law or in equity and to obtain injunctive relief, specific performance and/or damages including, but not

limited to, reasonable attorney fees to the prevailing party. This Declaration shall be construed in accordance with the laws of the State of Texas.

Construction and Severability. In the event that any covenant of this Declaration is held to be invalid by any court of competent jurisdiction, such holding or holdings shall not invalidate or make unenforceable any other term, condition, or provision of this Declaration. The remaining covenants shall be fully severable and shall remain in full force and effect.

Dated this 23 of Aug 2018.

Z FAMILY ENTERPRISES, LLC

[Signature]  
David Zimmerman, Vice President, Z Family Enterprises, LLC

By: David Zimmerman

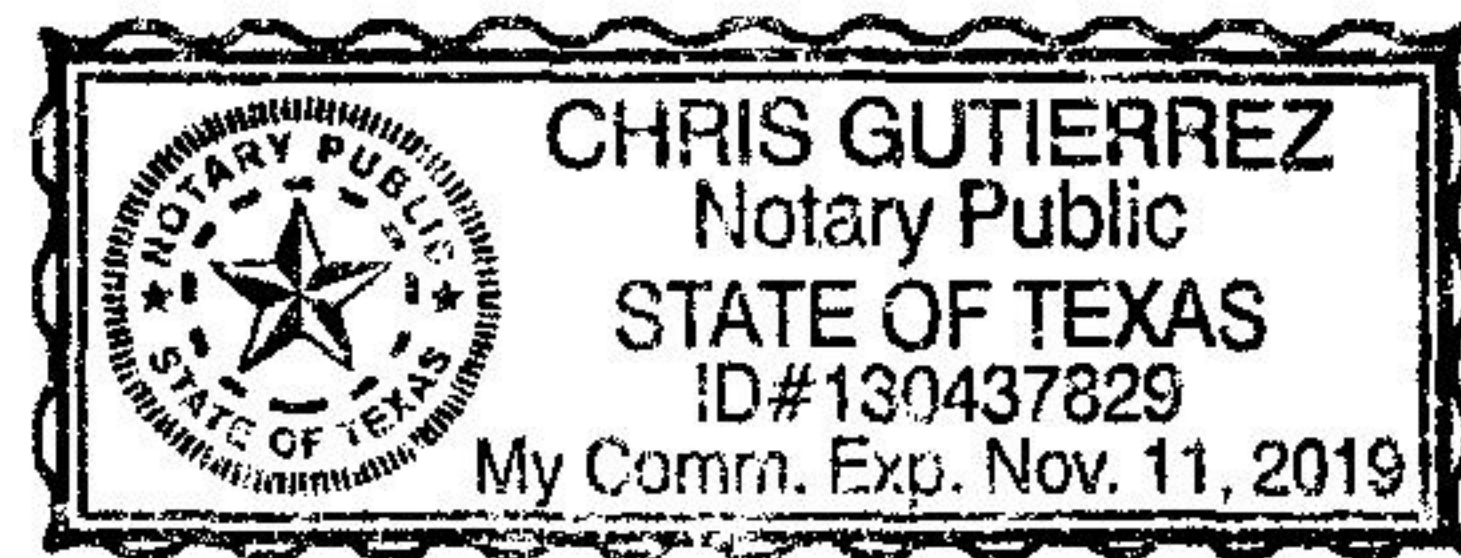
Notary Public State of Texas, County of Tarrant, Texas

On this the 23<sup>rd</sup> day of August, 2018, before me, Chris Gutierrez, the undersigned officer personally appeared David Zimmerman, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that the Z Family Enterprises, LLC Vice President executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My commission expires 11/11/2019



Unofficial Copy



MARY LOUISE NICHOLSON  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

SHAWNA ZIMMERMAN  
7521 BUCK ST  
NORTH RICHLAND HILLS, TX 76182

Submitter: SHAWNA ZIMMERMAN

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 11/22/2019 11:58  
AM

Instrument #: D219269774

OPR

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PGS

\$27.00

By: \_\_\_\_\_

*Mary Louise Nicholson*

D219269774

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.