

5/27/68
2nd

FIELD NOTES OF ROCK HARBOR ESTATES, SECOND FILING

Being a tract of land out of the Thomas Price Survey, A-439, Hood County, Texas and being a part of the Arthur Taliaferro property conveyed by deed dated June 17th, 1949, from Donald L. Downing and recorded in Vol. 99, Page 157, D.R.H.C.T., and being further described as follows:

BEGINNING at an iron rod 19 feet North 64 degrees 16 minutes East of the Southeast corner of Lot 96 of Rock Harbor Estates, an addition in Hood County, Texas, as shown in plat recorded in Volume 140, Page 55 of the Deed Records of Hood County, Texas, said iron rod being also in the fence line on the common line of the Arthur Taliaferro and Marshall H. Boyles properties at a point of intersection at 696 feet elevation contour with said common line;

THENCE along the 696 foot contour as follows: North 3 degrees 05 minutes East, 107.4 feet; North 12 degrees 15 minutes West, 41.6 feet; North 29 degrees 12 minutes East, 85.1 feet; North 46 degrees 17 minutes East, 103.4 feet; North 68 degrees 32 minutes East, 53.3 feet; South 43 degrees 00 minutes East, 47.4 feet; South 55 degrees 18 minutes East, 38.6 feet; North 82 degrees 35 minutes East, 58.6 feet; South 77 degrees 56 minutes East, 65.2 feet; North 62 degrees 46 minutes East, 83.0 feet; South 60 degrees 34 minutes East, 44.2 feet; North 8 degrees 06 minutes West, 61.4 feet; North 2 degrees 06 minutes West, 74.5 feet; North 33 degrees 26 minutes West, 85.0 feet; North 54 degrees 31 minutes West, 49.6 feet; North 4 degrees 03 minutes West, 28.6 feet; South 85 degrees 09 minutes East, 50.3 feet; South 75 degrees 25 minutes East, 64.4 feet; North 63 degrees 06 minutes East, 72.9 feet; North 10 degrees 18 minutes East, 111.0 feet; North 3 degrees 12 minutes West, 26.6 feet; North 25 degrees 41 minutes East, 38.3 feet; North 17 degrees 24 minutes West, 105.8 feet; North 43 degrees 28 minutes East, 38.4 feet; North 83 degrees 56 minutes East, 98.6 feet; South 78 degrees 39 minutes East, 27.3 feet; North 60 degrees 51 minutes East, 33.6 feet; South 81 degrees 30 minutes East, 152.3 feet; North 69 degrees 44 minutes East, 29.3 feet; South 78 degrees 59 minutes East, 40.8 feet; South 71 degrees 23 minutes East, 46.4 feet; South 57 deg. 08 minutes East, 40.4 feet; North 25 degrees 12 minutes East, 30.9 feet; North 87 degrees 27 minutes East, 35.4 feet; South 84 degrees 23 minutes East, 97.3 feet; South 77 degrees 45 minutes East, 43.7 feet; North 63 degrees 07 minutes East, 33.0 feet; South 81 degrees 53 minutes East, 83.4 feet; South 48 degrees 53 minutes East, 23.2 feet; North 57 degrees 37 minutes East, 28.3 feet; South 81 degrees 12 minutes East, 98.50 feet to an iron rod for corner in fence line on the common line of the Arthur Taliaferro and Marshall H. Boyles, et ux, properties;

THENCE with a meandering fence along said common line as follows: South 53 degrees 18 minutes West, 71.6 feet; South 61 degrees 58 minutes West, 235.70 feet; South 62 degrees 25 minutes West, 280.5 feet; South 63 degrees 00 minutes West, 362.0 feet; South 62 degrees 25 minutes West, 126.0 feet; South 62 degrees 45 minutes West, 347.4 feet; South 63 degrees 45 minutes West, 163.10 feet; and South 64 degrees 16 minutes West, 74.3 feet to the point of beginning, and containing 8.5071 acres of land, more or less.

FILED FOR RECORD 2 DAY OF July 1968 AT 11:52 A M.

RECORDED THIS 3 DAY OF July 1968 AT 3:00 P M.

BRUCE PRICE, COUNTY CLERK,
HOOD COUNTY, TEXAS

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

12. Outside toilets or privy of any kind will not be permitted on any residential lot whether temporary or permanent. All dwellings are to have a health approved sanitary sewer system complete and approved by Dedicator before occupancy.

13. 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.

EXECUTED this 27th day of July, 1968.

ARBO CORPORATION

ATTEST:

By [Signature]
President

[Signature]
H. D. Talliaferro

This instrument is refiled to correct the notarisation of the instrument as originally filed for record.

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 ARTHUR TALLIAFERRO, President of ARBO CORPORATION, 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 ARBO CORPORATION, and 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 27th day of July, 1968.

[Signature]
Notary Public in and for Tarrant
County, Texas

CORPORATION 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 Gary D. Talliaferro, President of Arbo Corporation, 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 Arbo Corporation, and 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 27th day of July A.D. 19 68

(L. S.)

[Signature]
Notary Public in and for Tarrant
County, Texas

1. All lots in the above described property shall be known as residential lots. No structure shall be erected on any of said lots other than one single family dwelling not to exceed two stories in height and outbuildings as herein prescribed.
2. No building shall be located nearer the front lot lines or nearer the side street lines than the building setback lines shown on the attached plat. No building except a detached garage or other outbuilding located 50 feet or more from the front lot lines, shall be located nearer than 5 feet to any side or rear lot line. Dedicator shall have the right to waive the setback as to a detached garage on any lot where depth, width or terrain presents a problem of compliance with this paragraph.
3. No noxious or offensive trade or activity shall be carried on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and specifically, no old cars or other junk shall be kept upon the premises.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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; nor shall any building be moved upon any lot.
5. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 700 square feet, except in the case of a two-story structure and then the ground floor shall be at least 500 square feet.
6. No purchaser is to subdivide a lot or lots, and only one residence and one garage and storage facilities pertaining to residence and private boating shall be permitted per lot; and no drilling for oil, gas or other minerals or mining for gravel or other minerals of any kind will be permitted on any lot, and no water wells or buildings in connection therewith, without the express written consent of the dedicator.
7. Easements for installation and maintenance of utilities and drainage facilities to be five (5) feet on each side of the lots herein concerned.
8. The dedicators reserve the right to re-subdivide or revise any lot or lots and to sell fractional parts of any lot or lots, and in the event of revision or re-subdividing when said parcel is sold, then said parcel shall be considered a lot and same shall be subject to all restrictions herein or hereafter imposed.
9. No animals, swine, birds or fowl shall be kept, raised or bred on these premises, except normal household pets, and household pets shall not be bred or maintained for any commercial purpose.
10. All exteriors of any house or garage or other permitted structure are to have at least two coats of paint or stain. The dedicator, or his duly appointed representative is to approve all plans before the start of any original construction and the party proposing any construction shall furnish said dedicator or his representative a copy of said plans for the dedicators files.

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2558

ARBO CORPORATION, ET AL

TO
THE PUBLIC

PLAT AND DEDICATION OF
ROCK HARBOR ESTATES,
SECOND FILING, AN ADDITION
IN HOOD COUNTY, TEXAS

Arbo Corporation, being the owner of the land described in Exhibit "A" attached hereto, does hereby adopt the map or plat attached hereto as its plat for subdividing the same, to be known as Lots 1-A through 29-A, inclusive, of Rock Harbor Estates, Second Filing, an addition in Hood County, Texas, and, except for the exceptions and reservations herein contained, does hereby dedicate for the use of the public the easements shown therein.

The street shown thereon as "Rock Harbor Drive" is not hereby dedicated to the use of the public. Title to same is expressly reserved to Arbo Corporation, and same is hereby designated as a private way, for the sole use of the owners of the lots shown on said plat, their guests and invitees, and no one else.

Arbo Corporation hereby excepts and reserves to itself, its successors and assigns, all necessary easements for the construction, installation, maintenance, repair, and operation of a water system, including, but not limited to, easements 5 feet in width along each side of each lot shown on said plat, and an easement in all streets, alleys, roads, highways, easements, and other public thoroughfares and grounds shown on said plat for the aforesaid purposes. Arbo Corporation further reserves unto itself, its successors and assigns, title to any and all pipes, fire hydrants, or other property or equipment which may be installed for the purpose of such water system. It is understood that the easements herein reserved by Arbo Corporation are non-exclusive.

The said Owner does hereby covenant and agree, for the benefit of itself, its successors and assigns, that said property and addition shall henceforth be impressed with the following restrictions, which restrictions shall constitute covenants running with the land: