

3/30/70
STC

DR 408

ALSO CONTAINING THE PUBLIC RESTRICTIONS - ROCK HARBOR ESTATES, FIFTH FILING, TEXAS

THAT ALSO CONTAINING BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN HOOD COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEING part of John Rose, Thomas Price and L. G. Randolph Surveys, near Granbury, Hood County, Texas, and described by notes and bounds as follows: BEGINNING at a steel rod for the west westerly corner of Lot 206, Rock Harbor Estates as recorded in Volume 134, Page 287, Deed Records of Hood County, Texas;

THENCE WESTWARDLY with a curve to the right along the easterly R.O.W. line of Rock Harbor Drive, radius of 133.63 feet a distance of 95.17 feet to the end of said curve); THENCE SOUTH 34 degrees 41 minutes 30 seconds West along said southerly R.O.W. line 164.8 feet to a point; THENCE NORTH 1 degrees 49 minutes 30 seconds West 46.2 feet; THENCE SOUTH 72 degrees 24 minutes 30 seconds East 393.05 feet; THENCE SOUTH 21 degrees 43 minutes 30 seconds East 303.8 feet; THENCE SOUTH 31 degrees 06 minutes 30 seconds East 478.33 feet; THENCE SOUTH 20 degrees 07 minutes East 30.83 feet; THENCE SOUTH 27 degrees 13 minutes East 100.05 feet; THENCE NORTH 61 degrees 39 minutes East 359.5 feet; THENCE NORTH 65 degrees 30 minutes East 55.0 feet to the Northwest corner of Lot 109, Rock Harbor Estates, Third Filing;

THENCE NORTH 26 degrees 20 minutes West 144.7 feet to the Northwest corner of said Lot 109 in the southerly R.O.W. line of Skyline Drive) THENCE SOUTH 63 degrees 30 minutes West at 30.0 feet passing North R.O.W. line THENCE NORTH 26 degrees 20 minutes West at 30.0 feet continuing a Skyline Drive and West R.O.W. line Ridgcrest Drive and continuing a total distance of 196.7 feet along the westerly R.O.W. line of Ridgcrest Drive; THENCE continuing along the Westerly R.O.W. line of Ridgcrest Drive as follows:

WESTWARDLY with a curve to the left, radius of 926.05 feet, a distance of 102.36 feet; NORTH 32 degrees 45 minutes West, 182.63 feet; WESTWARDLY with a curve to the right, radius 440.41 feet a distance of 84.35 feet; NORTH 31 degrees 45 minutes West, 310.09 feet to the Southeast corner of Lot 202, Rock Harbor Estates;

THENCE SOUTH 63 degrees 30 minutes West 37.0 feet to an all corner in said Lot 202; THENCE NORTH 72 degrees 26 minutes West along the rear of Lots 202 thru 204 said Rock Harbor Estates, 512.5 feet to the place of beginning and containing 11.4448 acres of land, more or less, AND revision of Lots 107, 108, and 109, Rock Harbor Estates, 3rd filing but not part of above described tract; does hereby adopt the plat attached hereto as its plan for subdividing the same to be known as Lots 207 through 274 ROCK HARBOR ESTATES, FIFTH FILING in Addition to Hood County, Texas.

and does hereby dedicate as highways for the use of the public, the streets, alleys and public ways as shown thereon. The said Dedicator does hereby covenant and agree for the benefit of itself, its successors and assigns, that said property and addition shall

hereinbefore be impressed with the following restrictions, which restrictions shall constitute covenants running with the land for a period of fifty (50) years.

Arbo Corporation hereby accepts 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 and front 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-cumulative.

1. All lots, except as hereinafter designated, in the above described property shall be known as residential lots and are restricted to use for single family residential purposes only and no building shall be created or maintained on any residential lot in said Addition other than a private residence and a private garage for the sole use of the owner or occupants. **SAVE AND EXCEPT** that lot No. 376 is hereby designated as a "Wall Site and Commercial and/or residential lot, and for use of storage of materials and equipment pertaining thereto".

2. No existing, used or second hand building or structure of any kind and no part of any existing, used or second hand building or structure shall be moved, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick or other material used for antique decorative effect if such use is approved in writing by Dedicator, its successors and assigns. No sheet metal or tar paper type roof or siding material will be used on any structure, however manufactured metal siding may be used if approved by the Dedicator. All buildings shall be completely underpinned with no floors or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb or other such impediment to the free flow of water be installed or altered without prior written consent of the Dedicator, its successors and assigns. Mobile homes may be used if first approved by Dedicator, its successors and assigns.

3. No dwelling shall be permitted on any lot in the tract where the ground floor area of the main structure, exclusive of porches and garages is 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, except for two mobile homes.

4. No building, fence or other structure or improvement shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure and septic tanks and lateral lines have been submitted to, and approved in writing by the Dedicator or its successors and assigns, as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

5. No fence shall be permitted to extend nearer to the street or the front lot line than the minimum setback building line hereinafter provided, except a fence will be permitted in front of building line if height does not exceed four (4) feet at the building line and the height containing on a line to front property to height not to exceed two (2) feet.

6. 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, only no building except a detached garage or other outbuilding located 30 feet or more from the front lot lines shall be located nearer than 3 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.

7. No outbuilding or garage shall be erected on any lot before a residence is constructed thereon, and no outbuilding, basement or garage erected on any lot shall be at any time used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Camping on lots will be permitted until December 31, 1970, subject to permission from Dedicator, its successors or assigns. Mobile homes and structures or building adjacent or supplemental thereto may be placed upon any lot only if same have been inspected by, and prior written approval of same has been granted by the Dedicator, and said Dedicator may, as

a condition to its said approval, unto any requirement which in its judgment is deemed proper, including the following requirements:

(a) That the mobile home be of late model, 400 square feet in size minimum, except on lots 307 through 320, where 500 square feet minimum size is required. Said mobile home to be in good repair and of attractive design and appearance and underpinned with material approved by the local health department, within 30 days.

(b) That any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers, otherwise, no mobile home shall be placed on any lot except that on any lot on which a residence has been constructed there may be parked one camp or travel type trailer of not more than 25 feet in length. No travel trailer shall be occupied or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon, not more than three months from date of written permission.

(c) An approved septic tank must be installed prior to occupancy. Nothing in this paragraph prohibits the construction of a residence on the lots above referred to, provided all provisions herein contained are complied with.

9. Easements are reserved along and within 3 feet of the front lines and the side lines of all lots in this addition, said easements established in the two following sentences are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from said premises by employees of said utility companies. To the extent neither said construction, operation or maintenance of any of the items mentioned in the following sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall therefore and thereafter mean each and/or either of the two outermost side lot lines constituting said contiguous whole and/or fractional lots on one lot, if the combined width of said contiguous whole and/or fractional

lot is at least 30 feet at the widest portion thereof.

The undersigned and/or their successors and assigns may, on any lot or lots owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, water wells and related pumping storage operations maintenance facilities and the like, and paragraphs in conflict hereof shall not apply thereto. The undersigned reserves the right to remove sales office from said addition.

9. No outside toilets or privies shall be erected or maintained in the addition. The materials installed in, and the means and methods of assembly of all sanitary plumbing shall conform with the requirements of the Health Department of Hood County and the State of Texas, or other governmental authority. No porous sewer line, septic tank or septic tank lateral lines shall be located closer than 150 feet from the well that is on lot 276. Until governmental authority is required, Dedicator, its successors and assigns, shall have sole and complete authority concerning inspections and requirements.

10. No purchaser is to subdivide a lot or lots, and only one residence and one garage building pertaining to a residence shall be permitted on any lot, and no water wells or buildings in connection therewith, without the express written consent of the Dedicator.

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, or for storage of items or materials (except during construction of a building) and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single family building site and if all other provisions of these restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned

its successors and assigns.

13. No nuisance 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. No junk, old or inoperative vehicles of any nature shall be permitted or kept upon any lots herein.

14. Dedicator, its successors and assigns, 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-subdivision 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.

15. 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.

16. No oil drilling or oil development operations, quarrying or mining operations or gravel excavations shall be permitted on any lot.

17. All dwellings must be completed with a minimum of two coats of paint on all wood surfaces and dwellings must be in all respects completed in the interior prior to occupancy.

18. Dedicator reserves the right to erect an ornamental fence at the lot lines on Lots No. 344 and No. 347 of said Hook Harbor Estates, for the purpose of an ornamental entrance to this section of Hook Harbor Estates.

19. Dedicator, its successors and assigns reserve the right to amend the foregoing restrictions.

20. 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 covenant and either to prevent him or them from so doing or to recover damages or other fees for such violation.

21. Invalidations 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 the 25th day of March 1970.

ABCO CORPORATION

[Signature]

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 Robert D. Hight 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, a 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 30th day of March, 1970.

Arthur B. Camdill
Notary Public in and for Tarrant County, Texas

FILED FOR RECORD THIS THE 31 DAY OF March 1970 AT 11:20 A.M.
RECORDED THIS 31 DAY OF March 1970 AT 3:30 P.M.
BY Bruce Price COUNTY CLERK
DEPUTY
HOOD COUNTY, TEXAS