

3/31/70

DR 406

ARBO CORPORATION
TO
THE PUBLIC

REVISION OF RESTRICTIONS AS TO LOTS 98 THROUGH 121,
AND LOTS 125 THROUGH 148
MOCK HARBOR ESTATES, THIRD FILING

The Dedicator does hereby covenant and agree for the benefit of itself, its successors and assigns, that said property shall henceforth 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 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 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-exclusive.

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 erected 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 occupancy. SAVE AND EXCEPT that a "Well Site" is to be located ten (10) feet South of front property line and on the common boundary line of Lots 125 and 126. said Mock Harbor Estates, said lots also to be designated as Commercial and/or Residential lots, 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 into, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick or other material used for decorative antique 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 building shall be completely underpinned with no piers or piling 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 on Lots 98 through 121 hereof, providing all requirements herein are met and Mobile homes are expressly prohibited on Lots 125 through 148 hereof.

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 mobile homes, where permitted.

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 specification 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 elevations. 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 be continued 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 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.

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 buildings adjacent or supplemental thereto may be placed or used upon any lot where permitted 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, make any requirement which in the judgment of Dedicator is deemed proper, including the following requirements:

(a) That the mobile home be of late model, 500 square feet in size minimum. Said mobile home to be in good repair and of attractive design and appearance and underpinned with material approved by Dedicator, its successors and assigns, within thirty (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 camper or travel type trailer of not more than 25 feet in length. No travel trailer shall be coupled or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon, nor 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.

8. Easements are reserved along and within 5 feet of the front lines and 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, telephones, 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 considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lot is at least 50 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 offices 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 155 feet from the well site that is on Lots 125 and 126, Unell governmental authority is required, Dedicator. Its successors and assigns, shall have sole and complete authority concerning inspection 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 complete 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 by a Purchaser 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 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. 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 house hold 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 completed on the exterior prior to occupancy.

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

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19. 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.

20. 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 the 31st day of March, 1970.

ARBO CORPORATION

ATTEST:



David B. Leavelle

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 R. O. Saligles 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 31st day of March, 1970.

David B. Leavelle
Notary Public in and for
Tarrant County, Texas

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FILED FOR RECORD THIS THE 31 DAY OF March 1970 AT 11:50 A.M.
RECORDED THIS 31 DAY OF March 1970 AT 3:30 P.M.
BRUCE PRICES, COUNTY CLERK
HOOD COUNTY, TEXAS

David B. Leavelle
Notary Public

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