

ROCK HARBOR ESTATES an addition in Hood County Texas

Restrictions for Tracts 1—2—3

lots 21 through 51 53 through 62 65 through 75 96- 97-122-124
and 149 through 206

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;

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. The tracts herein above described are not designated residential.

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, 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.

3. No noxious or offensive trade or activity shall be carried on 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 in the tract 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 expressed 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 is 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.

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.