DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR INDIAN HILL HARBOR

THE STATE OF TEXAS X
COUNTY OF POLK X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, We, the undersigned, hereinafter called the Declarant, are the owners of all that certain real property located in Polk County, Texas, described as follows:

A subdivision known as INDIAN HILL HARBOR as shown and described in the Court Records of Polk County, Texas, at Volume _____, Page _____ of the Plat Records of said county, being situated in the Thomas Burris Survey, Abstract #10, Polk County, Texas, and being the same land conveyed from Southland Paper Mills, Inc. to Lake Water Supply Corporation by deed recorded in Volume 284, Page 36 of the Deed Records of said Polk County.

WHEREAS, the Declarant will convey the above described properties subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract Buyers, but excluding those having such interest merely as security for the performance of an obligation.

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1.02 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.03 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume _____, at Page _____ of the Plat Records of Polk County, Texas, on which there is or will be built a single family dwelling.

1.04 "Declarant" shall mean and refer to a subdivision owner and all owners of lots who now own property in Indian Hill Harbor, Subdivision described above, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO

2.01 There shall be elected by the lot owners of the subdivision exclusive of the subdivider, an architectural committee of three (3) members; and said election will be held in January of each year, and one-third of the architectural committee shall be elected each year to serve a three (3) year term provided that three members shall be elected for the first year allowing the person with the highest number of votes to serve a three (3) year term, the person having the second highest number of votes, to serve a two (2) year term, and the person having the third highest number of votes serving a one (1) year term. The specific requirements of each election are to be decided by a majority of the lot owners present at the annual meeting for such matters, and providing votes can be cast by proxy. There shall be one vote per person regardless of the number of lots owned. Lots owned jointly shall have only one vote which can be cast factionally, if necessary. Notice of said meetings shall be given to each lot owner by certified mail. The architectural committee has the right to levy and collect a maintenance fee in the amount

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of $50.00 per year. Said fee is to be set at their discretion, at any amount from $0.00 to $50.00 per year; said funds are to be used as a maintenance fund and for use for the general welfare and upkeep of the subdivision community. All funds must be deposited in a bank in Polk County, Texas, and all receipts must be deposited and all disbursements must be paid by voucher.

2.02 No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, or undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall be deemed to have been had.

ARTICLE THREE

3.01 In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR

4.01 All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain

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on any Lot other than one detached single family dwelling not to exceed two stories in height and a private garage unless approved by the Architectural Committee.

4.02 Any single-story residence constructed on said Lots must have a ground floor area of not less than one thousand (1,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Only single-story homes shall be constructed on water front lots.

4.03 No building shall be located on any Lot nearer than twenty (20) feet to the front Lot line or nearer than five (5) feet to the side property line. No side yards at the front building setback line shall be less than five (5) feet, except that a five (5) foot side yard shall be permissible for a garage or other permitted accessory building located twenty (20) feet or more from the front property line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

4.04 None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraph 4.02 and 4.03 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front Lot line of less than fifty (50) feet.

4.05 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

4.06 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.07 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.08 No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including but not limited to, signs, offices, storage areas, and model units.

4.09 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

4.10 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and

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sanitary condition.

4.11 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

4.12 No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

4.13 No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

4.14 No truck (excluding pick-up trucks), bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity.

4.15 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

4.16 Should Reserve Area "A" be used for any purpose other than as a common Area, then in that event it is subject to all Restrictions and Covenants herein set out and all improvements are subject to approval of the Architectural Committee as any other Lots would be under this agreement.

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ARTICLE FIVE

All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume _____, at Page _____ of the Plat Records of Polk County, Texas. Right of use for egress and ingress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE SIX

6.01 The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

6.03 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarants or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than

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ninety percent (90%) of the ~~Lot~~ HOME Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed or Plat Records of Polk County, Texas, and until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarants, this _____ day of _____, 1978.

John La Forme	Willa D. La Forme
H. B. Crawford	Frances C. Crawford
Jesse H. Farley	Martha J. Farley
William M. Barfield	Doris K. Barfield
Mel Woukob	Donna Woukob
Walter Hirsch	Virginia Hirsch
Carl D. Williams	Wanda W. Williams
Ronnie L. Leggett	Pamela Leggett
John L. Giglio	Joanne Giglio
Kevin W. Carothers	Nan Carothers
H. Glenn Duckworth	Frances Duckworth
E. L. Jarrell	Helen Jarrell
Howard H. Frank	Lorraine Frank

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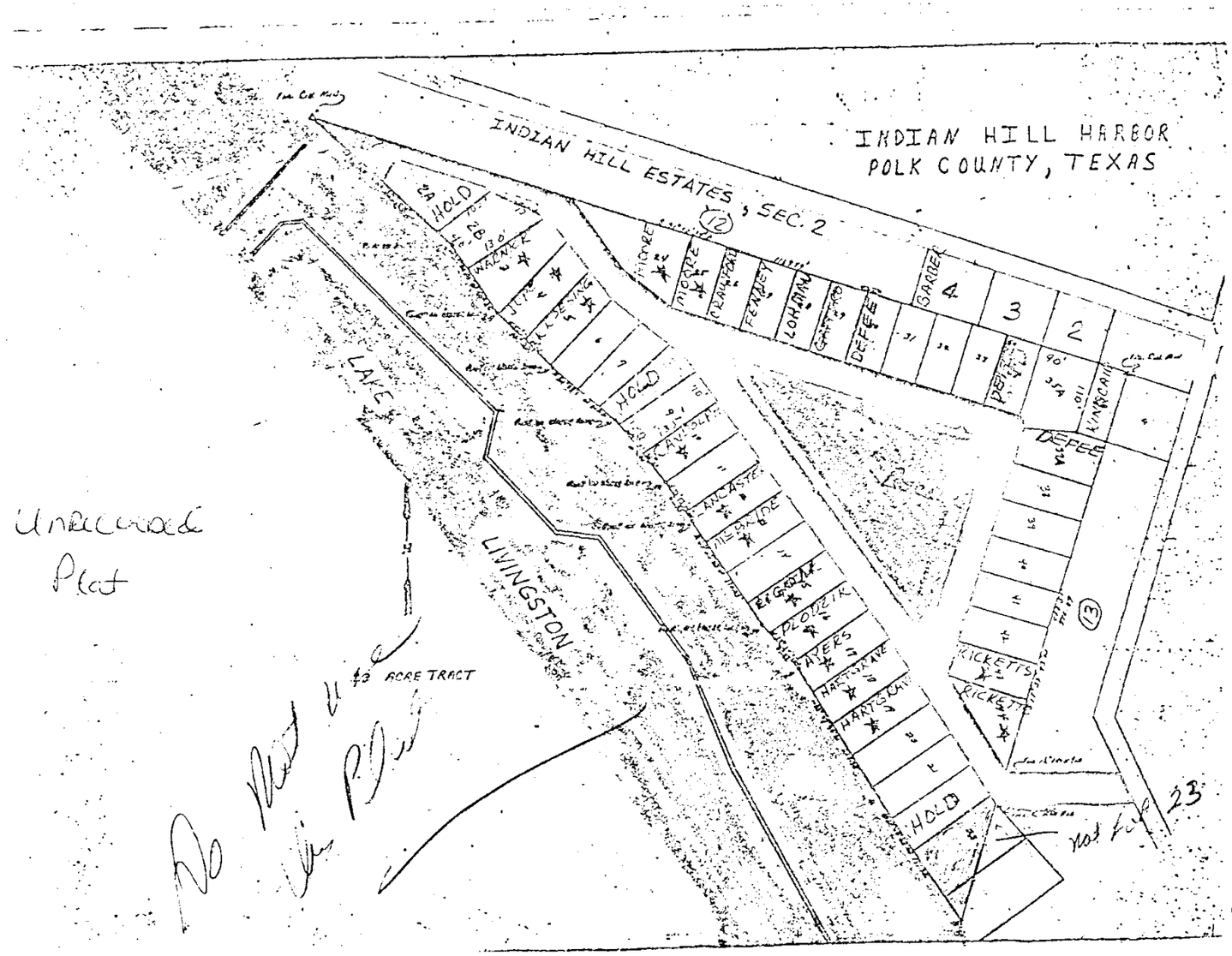

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