

Indian Hill #2

THE STATE OF TEXAS
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

All of Indian Hill No. Two, a subdivision of 80.6 acres out of the A. Viesca Survey, Polk County, Texas, being more particularly described by metes and bounds in plat of said subdivision filed for record in Volume 2, page 40 of the Plat Records of Polk County, Texas.

have established, and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until November 1st, 2000, A. D., whereon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-ways, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may interfere with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five (5') feet wide from a plane twenty (20') feet above the ground upward, located adjacent to the said easements reserved hereby.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water.

3. There is reserved unto Owners, their heirs, administrators, and assigns, and unto the owners of residential tracts in said subdivision designated as "Boat Landing" on the plat of said subdivision as community ownership for boat launching and parking and other community type activities. The boat parking and launching areas shall be under the supervision of the Architectural Committee hereinafter constituted which said Committee for purposes of beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Indian Hill No. Two, Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except, the boat launching area which shall not be in any manner restricted hereby unless specifically referred to, and further provided that Owners may select a tract for location of water well and facilities:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until November 1st, 2000, A. D., at which time said covenants shall be automatically extended for successive periods of Ten (10) Years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs, successor, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of J. Ernest Miller, Trustee or by a representative designated by a majority of the members of the said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. The Architectural Committee shall have the same authority over the boat launching area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

7. The drainage of sewerage into a road, street, alley, ditch or any water way either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewerage treatment plant serving this subdivision.

8. No tract other than the areas marked "Reserve" and "Boat Landing" shown on the plat of said subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than two cars.

9. All residences shall be located in accordance with the building lines shown on the plat of said subdivision and all residences shall be constructed on the tract to front on the street on which such tract faces. No residences shall be located nearer than five (5') to any side line.

10. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

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

12. No residential structure shall be placed on a residential tract unless its living area has a minimum of 1200 square feet of floor area excluding porches and garages.

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

14. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

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

16. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge, or detached improvement shall be erected, grown, or maintained on any part of any tract forward of the front building line.

18. No building or frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

19. All residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.

20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by Architectural Committee.

21. No boats or trailers may be parked in front of the front building line of any tract.

22. Upon the sale or execution of contract for deed, the Purchasers shall be liable for a maintenance charge at the rate of \$25.00 per year for each lot, for the purpose of creating a fund to be known as "Indian Hill No. Two Maintenance Fund" to be paid by the owner of each lot in conjunction with a like charge to be paid by the owners of other lots in Indian Hill No. Two, the same to be secured by Vendor's Lien upon said lot and payable annually on the 1st day of January of each year in advance, beginning January 1, 1966 to the Architectural Committee of Indian Hill No. Two Subdivision, hereinabove created at its office in Livingston, Texas, Post Office Box 624 and said charge and lien are hereby assigned to such Committee; such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$25.00 per year unless raised by a majority of the lot owners. Such obligation to pay such charge shall terminate January 1st, 1975, unless it is extended by agreement of all of the lot owners. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots and construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of said Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyances of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that developers have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds.

23. Each lot owner shall be assessed a charge of \$75.00 as water-tap fee when water shall be made available to his lot, and thereafter shall be charged a reasonable sum for water use.

WITNESS OUR HANDS this 4th day of February, A. D., 1966.

/s/ J. Ernest Miller, Trustee

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned authority, on this day personally appeared J. Ernest Miller, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of February, A. D., 1966.

existence at such time to serve the subdivision, but if no central sewerage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewerage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewerage disposal service is available shall connect their premises thereto for sewerage disposal, paying the established rates and all connection fees or charges therefore at their expense, and from and after the time such sewerage disposal service becomes available to any lot no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

**THE STATE OF TEXAS
COUNTY OF POLK**

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the day of , 1966, at o'clock M., and was this day duly recorded at o'clock M. in vol. 213, pages 181, et seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this day of , 1966.

K. W. KENNEDY
Clerk, County Court, Polk County, Texas
By /s/ Mrs. C. H. Matthews, Deputy

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