

THE STATE OF TEXAS
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

That I, J. D. GALLOWAY, Owner of the lands and premises; described as follows, to-wit:
All of Indian Hill Heights, Section One, a subdivision of 41.86 acres out of the Thomas Burris League A-10 in Polk County, Texas, according to the plat thereof filed for record in Volume 1, page 120 in the Map 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 the owners and enforceable by any one of the land owners in said subdivision until August 1st, 2000 A. D., whereupon 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 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 the service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement (5') feet wide from a plane twenty (20') feet above the ground upward, located adjacent to the said easements reserved here.

2. J. D. Galloway reserves unto himself, his heirs, administrators, and assigns, the exclusive right at all times to use any all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing 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 J. D. Galloway, his heirs, administrators and assigns, and unto the owners of residential tracts in said subdivision as community ownership for the exclusive use and benefit of owners of tracts in said subdivision, a tract of land shown on the plat thereof "Reserve for Park", and such tract shall be used as a park for all lot owners in said subdivision.

Reserve 4. There is reserved unto J. D. Galloway, his heirs, administrators and assigns, and unto the owners of residential tracts in said subdivision designated as Lots 3 and 17 in Block 3 as community ownership for boat launching and parking and other community type activities. The boat parking and launching area shall be under the supervision of the Architectural Committee hereafter 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.

Reserve *B.8* 5. There is reserved unto J. D. Galloway, his heirs, administrators, and assigns, and unto the owners of residential tracts in said subdivision designated as Lot 11, in Block 7, for the purpose of boat launching and parking and other activities for the benefit of said lot owners in Block 8 and for no other persons. The lot easements shown on the plat of said subdivision between Blocks 7 and 8 shall be for the exclusive use of the lot owners in said two blocks to the exclusion of all other persons.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, J. D. Galloway, owner of the said Indian Hill Heights Subdivision, does hereby covenant and provide that he, his heirs, administrators, and assigns, and all parties holding by, through and under him, shall hold such lands subject to the following restrictions running with the land which shall be served by himself, his heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who hereafter own any of said tracts of land above described, Save and Except, the Park and Boat Launching areas which shall be in any manner restricted hereby unless specifically referred to, and further provided that J. D. Galloway may select a tract location of water well and facilities:

Deed *Restrict* 1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them August 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, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, J. D. Galloway, his heirs, administrators or assigns, to enter and abate such violation without liability, or he, his 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 instrument 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.

Architect 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 appearance 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. D. Galloway, Ernest Cochran and J. Ernest Miller, or by a representative designated by a majority of the members of 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. 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 Park and Boat Launching areas and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

Septic Tanks *Central* *System* 6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the subdivision, but if no central sewage 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 inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all the tract owners and/or occupants to whom such sewage disposal service is available shall immediately subscribe to such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expense, and from and after the time such sewage disposal service becomes available to any lot, no septic tank shall be permitted thereon.

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

Record
8. No tract shall be used except for residential purposes. The term "residential purposes", as used herein shall be held construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude all commercial and professional uses whether from homes or other wise, and all such uses of said property are hereby expressly prohibited: building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

Bldg.
Nine
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 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 a annoyance or nuisance to the neighborhood.

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

sq. ft.
12. No residential structure shall be placed on a residential tract unless its living area has a minimum of 600 square feet 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 and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

14. No spiritous, vinous or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

15. No sign of any kind shall be displayed to the public view except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builders to advertise the property during the construction and sales period.

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

17. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and refuse 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.

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

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

20. All residences shall be completed within six months from date of beginning construction unless such period is extended in writing by Architectural Committee.

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

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

WITNESS MY HAND at Livingston, Texas, this 27th day of July, A. D. 1962.

/s/ J. D. GALLOWAY
J. D. Galloway