

Sections A, B, C, D, and E

Indian Hills Harbor Subdivision

THE STATE OF TEXAS §

COUNTY OF MARION §

KNOW ALL MEN BY THESE PRESENTS:

That Indian Hills Owners Association, a Texas corporation, the owner of the land hereinabove described, as shown by the plats thereof recorded in Volume A, Pages 318, 320 and 321, respectively, Plat Records, Marion County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 herein below, and these restrictions and covenants shall run with the land and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise) on the property covered hereby:

1. There shall be established an Architectural Control Committee composed of at least three members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchaser of lots therein.
2. Subject to the provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder are restricted to use for single family residential purposes only for the sole use of purchaser of said lot/lots and no rental property shall be allowed. No building shall be erected or maintained thereon other than a private residence (minimum floor area of 600 square feet on all lots in Section A,B,C & D and on Lots 1-21, 318-338 and 465-512, Section E; and 800 square feet on all remaining Lots in Section E), a tool storage building (minimum floor area of 30 square feet and maximum floor area of 144 square feet), a private garage and private boathouse for the sole use of the purchaser of such lot. There shall be permitted, on any lot hereunder, a private residential structure (minimum floor area of 100

square feet) if used in conjunction with a mobile home, travel trailer or motorhome. However, travel trailers, motor homes, or any other types of camping equipment are considered temporary camping shelters and at no time may be used as permanent dwellings. The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages.

3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick, and inside structural material, if such use is approved in writing by the Architectural Control Committee) and (ii) no tar paper type roof or siding material will be used and no sheet metal type roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iii) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and under skirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the undersigned or the Architectural Control Committee.
4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior and roofing materials, including color of paint or stain, and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot.
5. Fences shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. A property owner, subject to the prior written approval of the Architectural Control Committee and subject to the provisions in all other paragraphs of these restrictions, may construct, or be required to construct, a privacy fence enclosure around the owner's property due to noncompliance of restrictions. This privacy fence must be at least eight (8) feet in height, constructed of treated new or like new, wooden slat fencing with either wood or metal framing hidden from the street view, gated for easy ingress and egress to and from the street. No framing may be attached to the exterior of the fencing and all fencing must be kept in good condition at all times. Owners wishing to construct such privacy fencing must submit two (2) copies of the plans

to the Architectural Control Committee for approval prior to the beginning of construction.

- 6. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than 5 feet or nearer to the side lot line or rear lot line than 5 feet. "Side lot line" and "rear lot line", respectively, 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 thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet.

- 7. No animals or birds other than household pets shall be kept on any lot(s). All pets, including dogs, cats or other pets are restricted to their owner's property or under control on a leash at all times. Free running animals will be subject to capture and impoundment.

- 8. Subject to the remaining provisions of this paragraph, no outbuilding other than a private boathouse, garage, or storage building of size hereinbefore provided shall be erected on any lots, and no outbuilding, boathouse, garage, storage building, or travel trailer erected or placed on any lots shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping shall be permitted on all lots hereunder and shall be limited to use of pickup campers, camping trailers, van conversions, fifth-wheel trailers, mini-motorhomes, travel trailers, motor homes, tents (except tents may never be used on Lot 212-254 in Section E), and other camping shelter which shall be of good appearance in good repair and subject to the approval of the Architectural Control Committee. Tents and similar types of temporary camping equipment cannot be left on any lot unattended for more than twenty-four (24) consecutive hours. Mobile homes may be placed and used on all lots hereunder. Mobile homes must be approved in writing by the Architectural Control Committee and must be under skirted with material approved by said committee. The purchaser of each lot shall keep same clean and free of weeds and debris. Upon failure to do so, the undersigned or its successors or assigns may have the lot(s) cleaned and the costs or expense thereof shall be payable by the lot purchaser to the undersigned or its successors or assigns. This cost and expense shall be secured by a lien on the lot(s) so involved by the undersigned, its successors or assigns recording with the County Clerk, Marion County, Texas, its certificate to such effect and certifying to the amount of such costs and expense.

- 9. Easements are reserved on all lots hereunder along and within 10 feet of all street lines and along and within 5 feet of all other lot lines of all lots hereunder. Said easements established in the next preceding sentence are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for

electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utilities. Easements are reserved along and within 10 feet of all lot lines for employees of said utilities to trim any trees or shrubbery which at any time may interfere or threaten to interfere with the operation or maintenance of such lines. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lines of all lots" and "rear lines of all lots", respectively, 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 thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front line considering the said contiguous whole and/or fractional lots as one lot.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables or cross arms carried by such pole lines pass over some portion of said lots not within the easement as long as such lines do not hinder the construction of buildings on any lots hereunder.

Any vehicles, including boats, campers of any kind and utility trailers parked on association right-of-way will be tagged and given 24 hours to be moved. If after the 24-hours the aforementioned is still on the road or if said aforementioned reappears on the association right-of-way a second time, it will be towed and impounded without warning by a professional towing company at the owner's expense.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, water wells and relating pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 5, 6, 7, 8, 11, & 12 hereof shall not apply thereto.

10. No outside toilet, or privy, or sewage "Holding Tank" shall be erected or maintained on any lot hereunder. Any septic system installed within the subdivision is required to be a State approved Aerobic System. All previously installed systems must be maintained in proper working order. The materials installed in, and the means and methods of assembly of, all sanitary plumbing, septic tanks and drain fields, shall conform to the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, nor under any lot hereunder except in accordance with the requirements of the State of Texas and/or local authorities having jurisdiction.
11. Any building, structure, or improvement commenced upon any lot(s) shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor 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, inoperative vehicles, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. All burning of trash and debris on association rights-of-way is strictly prohibited without association written permission to do so. 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 owner's expense.

12. At any time and from time to time, Indian Hills Owners Association may elect, by unanimous vote of the entire Board of Directors of said Association, to increase assessments as needed for the successful maintenance and operation of said Association. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements in Indian Hills Harbor Subdivision, and for the purchase and rental of land and other property and facilities for use by Indian Hills Harbor Association, for security guards, and central garbage disposal containers at Indian Hills Subdivision and for any other uses approved by the Board of Directors of Indian Hills Owners Association, it being understood that said swimming pools, parks, and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guests. Such assessment shall be, and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Indian Hills Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds.
13. No lot(s) which under contract of sale then in force, with the undersigned being the seller thereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot(s) or any part thereof shall be used for a street, access road, or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.
14. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated by the undersigned and/or by any other party hereafter authorized by the undersigned to so designate such excepted lots.
15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Indian Hills Owners Association and/or person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent

such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other

persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.

Notwithstanding and other provisions hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Indian Hills Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

16. Invalidation of any one or more of these covenants and restrictions by judgement of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

(The "Undersigned" hereinabove referred to as Indian Hills Owners Association).

EXECUTED this the 28 day of December, 2016

INDIAN HILLS OWNERS ASSOCIATION

INDIAN HILLS OWNERS ASSOCIATION

Ellen Knox
Ellen Knox, Assoc. Board Secretary

Clyde Gibson
Clyde Gibson, Assoc. President

THE STATE OF TEXAS §

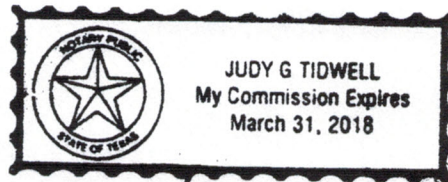
COUNTY OF MARION §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Clyde Gibson, and Ellen Knox known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the President of INDIAN HILLS OWNERS ASSOCIATION, and Board of Director Secretary of INDIAN HILLS OWNERS ASSOCIATION who acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity there in stated, as their own free and voluntary act and deed and as the free and voluntary act and deed of INDIAN HILLS OWNERS ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Texas.

GIVEN under my hand and seal of office this 28th day of December, 2016

Judy G. Tidwell
Notary Public, State of Texas

My Commission Expires: 3-31-2018



STATE OF TEXAS COUNTY OF MARION FILED FOR RECORD
I hereby certify that this instrument was filed on Dec 28, 2016 01:33P
the date and time stamped hereon by me and
was duly recorded in the volume and page of the
named records of Marion County, Texas as stamped VICKIE SMITH,
hereon by me. OFFICIAL PUBLIC RECORDS COUNTY CLERK
MARION COUNTY, TEXAS

Dec 28, 2016 01:33P

VICKIE SMITH, COUNTY CLERK
MARION COUNTY, TEXAS

By:

KayJean Smith
DEPUTY