

No. 15591

D.E.Reilly et al

Restrictions



THE STATE OF TEXAS  
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

THAT, WE, D. E. Reilly and Barney Wiggins, owners of that certain tract of land situated on the Juan Falcon League, Abstract No. 32 in Polk County, Texas, a sub-division known as Indian Springs Lake Estates, as same is shown on Plat of Record in Vol. 1, Page 134, of the Map Records of Polk County, Texas, do hereby impress all of the lots included in such sub-division with the following restrictions:

1. The land hereby conveyed shall be used for the purposes of one private, single family residence and appropriate uses accessory thereto. No building shall be erected on any one lot except one private, single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot, and if the lot fronts on the lake, also no building nor structure shall be so located that the closest point thereof shall be nearer than 20 feet from the water's edge of any lake.

No building or structure of any sort shall be built within five feet of the side lines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled-brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the Grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the Grantee at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tanks or line shall be placed within 100 feet of the water edge. No sign of any description may be erected or placed upon any portion of the land without

the express written approval of the Grantor, his heirs, executors or assigns. No tent, trailer or outbuilding shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as temporary or permanent residence. Any structure constructed on said lot shall be completed within one year from date of commencement of construction thereof and shall contain not less than three hundred and fifty feet (350) of floor space, exclusive of porches and garage.

2. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor, his heirs, executors or assigns, for business, recreational or commercial purposes.

3. No animals shall be kept or maintained on the premises except customary household pets.

4. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

5. The Grantor, for himself, his heirs, executors or assigns, hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to himself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the election of Grantor, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the grantor or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and only in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against the Grantor, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, their, its, self) and (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways, or beaches is intended by this deed. The lots, ways, or alleys referred to are meant to include those either developed or to be developed in Indian Springs Lake Estates Subdivision by the said Barney Wiggins and D. E. Reilly, their heirs or assigns, reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.

6. If this lot or lots of ground border on water, the lot or lots of ground conveyed shall not convey any riparian rights to the Grantee but on the contrary, Grantor reserves to himself, his heirs, executors, and assigns any and all <sup>riparian</sup> rights and in addition thereto an area of twenty feet back from the water line of said lake shall be reserved for the use of all owners of lots of this said subdivision and shall not be considered a part of the lots facing said lake.

7. The land to be conveyed hereunder shall be subject to the reservation of all minerals in and under the property and premises conveyed hereby and subject to any and all oil and gas leases affecting such land and subject to all easements, rights-of-way, stipulations, restrictions and reservations of record affecting such land.

8. The owner, heirs or assigns and including their guests in the presence of the said owner, of a lot of the Subdivision of the Indian Springs Lake Estates shall have the use of said lakes for fishing, but at no time shall any of the above named or mentioned persons ever take fish from the said lake by seining, netting, trapping or by any commercial method. Any rights herein above granted to the fishing in lakes are subject to revocation by the Grantor herein, his heirs or assigns if any of the above stipulations or covenants are violated.

9. No lot shall be sold to, or used by a commercial fisherman. No motor larger than 3 h.p. shall be used on lakes.

10. No hunting shall be allowed on the lakes or any area in said Subdivision.

11. Grantor, his heirs or assigns reserves the right to change any of the covenants or stipulations concerning the use of any of the right of way, easements and fishing rights in said lakes as the conditions and development of said subdivision shall warrant, and which shall in the opinion of said Grantor, his heirs or assigns shall be reasonable, and the purpose of said covenants and restrictions is for the protection of said Lot owners.

12. The said owners of lots in said Indian Springs Lake Estates Subdivision shall pay for a period of Ten years the sum

of \$5.00 each on the 10th day of April each year to the said Barney Wiggins and D. E. Reily, their heirs, or assigns to be used for the upkeep of the lakes and playgrounds as set out in said plat of said subdivision, this shall be in the form of an assessment to run with the ownership of said lots.

13. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained, Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same or each or as to the one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or part thereof, by judgment or court order shall in no wise affect any of the other provisions, or part thereof which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns, of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.

WITNESS our hands this the 16<sup>th</sup> day of May, 1963.

Barney Wiggins  
Barney Wiggins

D. E. Reily  
D. E. Reily

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 17 day of May 1963 at 8 o'clock A. M., and was this day duly recorded at 8:10 o'clock A. M., in Vol. 198 Pages 574 et seq., Deed Records of said County. Witness my hand and official seal at office in Livingston this 22 day of May 1963.



K.W. Kennedy  
Clerk County Court, Polk County, Texas

By Miss C. H. Matthews Deputy

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AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS |  
COUNTY OF POLK |

WHEREAS, by instrument dated May 16, 1963, and recorded in Volume 198, Pages 574 et seq of the Deed Records of Polk County, Texas, certain restrictions, covenants and charges were made applicable to Indian Springs Lake Estates Subdivision in Polk County, Texas, to which instrument and its recordation reference is here made for all pertinent purposes; and,

WHEREAS, the Developer of such subdivision deems it necessary and desirable that certain reasonable changes be made in the aforesaid restrictions, covenants and charges applicable to the said Indian Springs Lake Estates Subdivision in Polk County, Texas, in order to correct a scrivener's error therein:

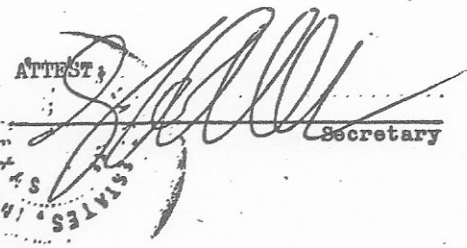
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Paragraph 12 of the aforesaid restrictions, covenants and charges applicable to the said Indian Springs Lake Estates subdivision in Polk County, Texas, is hereby amended so as to read in full as follows:

- 12. The said owners of lots in said Indian Springs Lake Estates Subdivision shall pay for a period of ten (10) years the sum of Five Dollars (\$5.00) each on the 10th day of April of each year to the said Barney Wiggins and D. E. Reily, their heirs or assigns, to be used for the upkeep of the roads, lakes and playgrounds as set out in said plat of said subdivision, this shall be in the form of an assessment to run with the ownership of said lots.

EXECUTED this the 5th day of January, A.D. 1977.

INDIAN SPRINGS LAKE ESTATES, INC.

By: Bonnie Wiggins  
BONNIE WIGGINS, President

ATTEST:  
  
 \_\_\_\_\_  
 Secretary

*(Circular notary seal partially visible)*

THE STATE OF TEXAS

VOL: 324 PAGE 593

COUNTY OF POLK

BEFORE ME, the undersigned authority, on this day personally appeared BONNIE WIGGINS, President of INDIAN SPRINGS LAKE ESTATES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5<sup>th</sup> day of January, A.D. 1972.



Walter L. Smith  
Notary Public in and for Polk County,  
Texas

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 5<sup>th</sup> day of January, 1972 at 2:40 o'clock P.M. and was this day duly recorded at 11:05 o'clock A.M., in Vol. 324. Pages 592.  
Witness my hand and official seal at office in Livingston this 11<sup>th</sup> day of January, 1972.



ALINE STEPHENSON  
Clerk, County Court, Polk County, Texas  
By Jane L. Hennes Deputy

1831

THE STATE OF TEXAS    §  
                           §   KNOW ALL MEN BY THESE PRESENTS:  
 THE COUNTY OF POLK   §

THAT, INDIAN SPRINGS LAKE ESTATES INC. a Texas Corporation, the owner of the Subdivision of Indian Springs Lake Estates situated in Polk County, Texas, as same is described in those certain Plats of record for Section 1 in Vol. 1, page 134, Section 2 in Vol. 1, page 145, Section 3 in Vol. 1, page 148, Section 4 and 1 A in Vol. 1, page 152, Section 5 in Vol. 1, page 159, Section 6 in Vol. 1 page 163, Section 7 in Vol. 1, page 164, Section 8 in Vol. 2, page 7, Section 9 in Vol. 2, page 7, Section 10 in Vol. 2, page 11, Section 11 in Vol. 2, page 34, Section 12 in Vol. 2, page 27, Section 13 in Vol. 2, page 30, Section 14 in Vol. 2, page 31, Section 15 in Vol. 2, page 32, Section 16 in Vol. 2, page 33, Section 17 in Vol. 2, page 34, Section 18 in Vol. 2, page 49, Section 19 in Vol. 2, page 51, Section 20 in Vol. 3, page 3, and Section 21 in Vol. 3, page 4 of the Plat Records of Polk County, Texas.

AND WHEREAS, in the restrictions and reservations for said Subdivision having been heretofore placed of record in Vol. 198, page 574 et seq of the Deed Records of Polk County, Texas, and in said reservations the said Barney Wiggins and D. E. Reily made a reservation, reserving the right to dedicate all of the streets and alleys for the use of the public as same is set forth in paragraph 5 of said reservation.

The undersigned, Indian Springs Lake Estates, Inc. A Texas Corporation by the authority of said reservation hereby Grants, Conveys and Dedicates to the Public all of the streets and alleys as shown in the above described Plats of Indian Springs Lake Estates, Inc. as same is recorded and shown of record in the Plat Records as described above and filed in the County Clerks Office of Polk County, Texas.

HOWEVER, the Grantor herein reserves from this said conveyance all of the Oil, Gas and other Minerals that may be situated in, on, under or that may be produced from said described land and Grantor reserves to themselves an easement in said streets and alleys to maintain water lines and other utilities as needed.

WITNESS MY HAND this the 17th day of March, 1978.



INDIAN SPRINGS LAKE ESTATES, INC.

ATTEST  
Notary Public Seal  
*[Signature]*

BY: Bonnie Wiggins  
Bonnie Wiggins, President

THE STATE OF TEXAS    §  
                                  §  
THE COUNTY OF POLK    §

BEFORE ME, the undersigned, a Notary Public in and for said County, and State, on this day personally appeared Bonnie Wiggins, President of Indian Springs Lake Estates, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the said Indian Springs Lake Estates, Inc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17<sup>th</sup> day of March, 1978.



Neil L. Smith  
Notary Public in and for Polk County, Texas.  
My Commission Expires 3-31-79

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 20th day of March.....1978..... at 10:30 o'clock A....M. and was this day duly recorded at 8:25 o'clock A.... M., in Vol.....342.. Pages .....469..... et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 28th day of March.....1978.....



ALINE STEPHENSON  
Clark, County Court, Polk County, Texas  
By June L. Lunsford..... Deputy

MODIFICATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS

COUNTY OF POLK

WHEREAS, there is filed for record in Volume 198, Page 574 et al of the Deed Records of Polk County, Texas, certain restrictive covenants affecting Indian Springs Lake Estates Subdivision Polk County, Texas, as said subdivision is shown upon plat of record

as follows:

- |                        |                      |
|------------------------|----------------------|
| Section 1 Vol11/P134   | Section 11 Vol12/P24 |
| Section 2 Vol11/P145   | Section 12 Vol12/P27 |
| Section 3 Vol11/P148   | Section 13 Vol12/P30 |
| Section 4 Vol11/P152   | Section 14 Vol12/P31 |
| Section 1-A Vol11/P152 | Section 15 Vol12/P32 |
| Section 5 Vol11/P159   | Section 16 Vol12/P33 |
| Section 6 Vol11/P163   | Section 17 Vol12/P34 |
| Section 7 Vol11/P164   | Section 18 Vol12/P49 |
| Section 8 Vol12/P7     | Section 19 Vol12/P51 |
| Section 9 Vol12/P7     | Section 20 Vol13/P3  |
| Section 10 Vol12/P11   | Section 21 Vol13/P4  |

of the Plat Records of Polk County, Texas, to which instrument and plats and their respective recordings reference is hereby made for all intents and purposes; and,

WHEREAS, in the restrictive covenants referred to above, Indian Springs Lake Estates, Inc., the original owner and developer of the Indian Springs Lake Estates Subdivision in Polk County, Texas, did reserve unto itself, the right, at any time after the making of the said restrictive covenants to make such reasonable changes in or waivers of any or all of the restrictions, conditions, covenants and assessments as the Developer, in its sole discretion, may deem reasonably necessary or desirable, without the approval of the lot owners in the subdivision; and,

WHEREAS, in order to insure the availability of financing to the Developer and the lot owners in the subdivision, it is necessary to amend the restrictive covenants referred to above to provide that the annual assessments provided for in Paragraph 12 of the restrictive covenants for the Indian Springs Lake Estates Subdivision in Polk County, Texas, be subordinated to any liens held by the Developer, third party lending institutions, lot owners who finance the sale of such lots owned by them, or any other type of person or entity who is the holder or beneficiary of any lien or liens on any lot in said subdivision;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Indian Springs Lake Estates, Inc., a Texas corporation, being the Developer of the Indian Springs Lake Estates Subdivision in Polk County, Texas, does hereby modify and amend the restrictive covenants herein described as follows, to-wit:

(1) That the assessments described in paragraph 12 of the above mentioned restrictive covenants for the Indian Springs Lake Estates Subdivision in Polk County, Texas, shall be subordinate and inferior to any mortgages or deeds of trust securing the payment of any promissory note or other indebtedness on any lot or lots in the said subdivision, regardless of the reason for the creation of such note, indebtedness and/or lien.

(2) That this amendment and modification shall be effective retroactively to the date stipulated in the restrictive covenants described above, being May 16, 1963.

(3) However, nothing contained herein shall be construed to prevent Developer, or any property owner's association from seeking a judgment against any party who lawfully owes any such assessments to Developer and/or the property owner's association.

(4) That Indian Springs Lake Estates, Inc., and/or its affiliates, shall not be responsible for the payment of any such assessments on any lot or lots owned by it in such subdivision or subsequently repossessed by it on any prior sale of such lot or lots in which it financed the sale of such lot or lots.

EXECUTED this the 15th day of December, 1988.

ATTEST:

Stanley P. Liles  
Stanley P. Liles, Secretary

INDIAN SPRINGS LAKE ESTATES, INC.

By: Johnny F. Marsh  
Johnny F. Marsh, President

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 15th day of December, 1988 by JOHNNY F. MARSH, President of Indian Springs Lake Estates, Inc., a Texas corporation, on behalf of the said Indian Springs Lake Estates, Inc.



Cynthia Kennedy  
Notary Public in and for the State of Texas  
Notary's printed name: Cynthia Kennedy  
My commission expires: 2-9-91

After recording return to:  
Wiggins Land Company  
P.O. Box 1149, Livingston, Tx 77351

STATE OF TEXAS  
COUNTY OF POLK

I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

FEB - 2 1989



*Martha Johnson*  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD

1989 FEB -2 AM 10: 10

MARTHA JOHNSON, COUNTY CLERK  
POLK COUNTY, TEXAS

BY *Martha Johnson*

12576

2007 - 1612-625

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**Amendment to Restrictions  
Indian Springs Lake Estates subdivision  
Polk County, Texas**

Whereas Indian Springs Lake Estates Subdivision was created and platted in 1963; The first plat was recorded at Volume 1 Page 134, of the Plat Records of Polk County, Texas; The Restrictions were recorded at Volume 198 Page 574, Deed Records Polk County, Texas. Dated May 16, 1963 and said restrictions were amended in January 5, 1977 by amendments filed at Volume 342 Page 469, and by Modification of Restrictions dated December 15, 1988, recorded at Volume 705 Page 784, Official Records Polk County, Texas. The subdivision is platted at Volume 1 Page 134, Volume 1 Page 145, Volume 1 Page 148, Volume 1 Page 152, Volume 1 Page 159, Volume 1 Page 163, Volume 1 Page 164, Volume 2, Page 34, Volume 2 Page 11, Volume 2 Page 34, Volume 2 Page 27, Volume 2 Pages 30,31,32,33,34,49,51 and Volume 3 Page Pages 3,and 4 of the Plat Records of Polk County, Texas.

Whereas it has become necessary to amend the restrictions and in accordance with the Restrictions and the By-laws of the Indian Springs Lake Estates Property Owners Association, Inc. And a vote to amend the restrictions were held on March 10, 2007 as set out on Exhibit "A" attached hereto which provides as follows:

4. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot(s) and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The Association, by a majority vote of the Board of Directors, may submit a proposed amendment or amendments to a vote of the property owners provided the following procedures have been followed:

- a. At least a thirty (30) day written notice must be mailed to property owners informing them of the date, place and time the voting will take place.
- b. The thirty day notice must state the exact wording of the proposed amendment or amendments.
- c. The voting may be held as an Agenda item at a regularly scheduled meeting of the property owners or may be carried out at a special called meeting as may be set forth in the Bylaws.
- d. If more than one amendment is being proposed, each amendment shall be itemized with the chance to vote "for" or "against" each one.
- e. An amendment submitted to a vote under this procedure binds all property owners in the subdivision if the majority of the voting property owners vote in favor of the amendment.
- f. If an amendment is not adopted by a majority vote, the association may not submit the same amendment to a vote under this section on or before ninety (90) days of the date the previous votes on the amendment were certified.
- g. Association will pay for all costs for printing and mailing notices and ballots as well as any cost involved in canvassing, tabulating and certifying the vote.
- h. A ballot cast under this section is secret and may not be counted unless it is placed inside an unmarked envelope that is placed inside another envelope for mailing purposes.

i. A property owner may not cast more than one vote, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote for that lot. A person may not vote if the person has an interest in a lot by virtue of being a lienholder.

Therefore, know all men by these presents, That Indian Springs Lake Estates, Subdivision, in Polk County, Texas does hereby Modify and amend the restrictive covenants so that hereafter paragraph (4) of the restrictions shall as follows, to-wit:

4. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot(s) and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The Association, by a majority vote of the Board of Directors, may submit a proposed amendment or amendments to a vote of the property owners provided the following procedures have been followed:

- a. At least a thirty (30) day written notice must be mailed to property owners informing them of the date, place and time the voting will take place.
- b. The thirty day notice must state the exact wording of the proposed amendment or amendments.
- c. The voting may be held as an Agenda item at a regularly scheduled meeting of the property owners or may be carried out at a special called meeting as may be set forth in the Bylaws.
- d. If more than one amendment is being proposed, each amendment shall be itemized with the chance to vote "for" or "against" each one.
- e. An amendment submitted to a vote under this procedure binds all property owners in the subdivision if the majority of the voting property owners vote in favor of the amendment.
- f. If an amendment is not adopted by a majority vote, the association may not submit the same amendment to a vote under this section on or before ninety (90) days of the date the previous votes on the amendment were certified.
- g. Association will pay for all costs for printing and mailing notices and ballots as well as any cost involved in canvassing, tabulating and certifying the vote.
- h. A ballot cast under this section is secret and may not be counted unless it is placed inside an unmarked envelope that is placed inside another envelope for mailing purposes.
- i. A property owner may not cast more than one vote, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote for that lot. A person may not vote if the person has an interest in a lot by virtue of being a lienholder.

**NOTICE OF ELECTION MEETING OF THE MEMBERS OF  
INDIAN SPRINGS LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

TO ALL PROPERTY OWNERS IN THE INDIAN SPRINGS LAKE ESTATES SUBDIVISION, POLK COUNTY, TEXAS FROM THE BOARD OF DIRECTORS OF INDIAN SPRINGS LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

**AN ELECTION MEETING OF THE PROPERTY OWNERS OF THE INDIAN SPRINGS LAKE ESTATES SUBDIVISION WILL BE HELD AT THE PLACE, TIME AND DATE SPECIFIED BELOW:**

Place of meeting:	Totem Pole Lodge/Community Center 266 Pichetto Trail, Livingston, Texas 77351 Indian Springs Subdivision
Date of meeting:	<b>Saturday, March 10, 2007</b>
Time of meeting:	<b>Voting from 1:00 p.m. until 2:30 p.m.</b> Meeting begins at 2:30 p.m.
Date of this notice:	January 30, 2007

As provided for in the Bylaws, election of officers will be conducted at the March 10, meeting. Nominations of candidates will be made at the February 10, 2007 regular meeting of the property owners.

**SPECIAL NOTICE OF VOTE TO AMEND RESTRICTIONS:** In accordance with Chapter 211 of the Texas State Property Codes, this letter will serve as notice to property owners of the unanimous consent of the Board of Directors to submit to the property owners the opportunity to vote on an amendment to set forth a procedure for amending restrictions.

**A vote in favor by more than two-thirds (2/3) of the voting property owners will amend # 4 of the Restrictions of Indian Springs Lake Estates Subdivision, recorded in Volume 198, pages 574 et seq of the Deed Records of Polk County, Texas, to read as follows and identified as that which is underlined:**

4. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot(s) and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The Association, by a majority vote of the Board of Directors, may submit a proposed amendment or amendments to a vote of the property owners provided the following procedures have been followed:

- a. At least a thirty (30) day written notice must be mailed to property owners informing them of the date, place and time the voting will take place.
- b. The thirty day notice must state the exact wording of the proposed amendment or amendments.
- c. The voting may be held as an Agenda item at a regularly scheduled meeting of the property owners or may be carried out at a special called meeting as may be set forth in the Bylaws.
- d. If more than one amendment is being proposed, each amendment shall be itemized with the chance to vote "for" or "against" each one.
- e. An amendment submitted to a vote under this procedure binds all property owners in the subdivision if the majority of the voting property owners vote in favor of the amendment.
- f. If an amendment is not adopted by a majority vote, the association may not submit the same amendment to a vote under this section on or before ninety (90) days of the date the previous votes on the amendment were certified.
- g. Association will pay for all costs for printing and mailing notices and ballots as well as any cost involved in canvassing, tabulating and certifying the vote.
- h. A ballot cast under this section is secret and may not be counted unless it is placed inside an unmarked envelope that is placed inside another envelope for mailing purposes.
- i. A property owner may not cast more than one vote, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote for that lot. A person may not vote if the person has an interest in a lot by virtue of being a lienholder.

EXHIBIT "A" Page 1

page 2  
January 2007 Dues letter and notice of election  
Indian Springs Lake Estates Property Owners Association, Inc.

#### VOTING PROCEDURES

Voting may be done in person or by absentee ballot by property owners who have paid their dues in full for the year 2007. If you choose to vote absentee, you must request a ballot in writing by contacting the association. A ballot will be mailed to you. Instructions for voting absentee are described below.

#### ABSENTEE VOTING

You are instructed that the ballot cast will be secret and may not be counted unless it is placed inside the envelope that is marked "ballot". This "ballot" envelope will then be placed inside the self addressed envelope to the Indian Springs Lake Estates Property Owners Association. Your sealed "ballot" envelope will be held by the Secretary until election day and placed unopened inside the ballot box. In order for a ballot to be mailed out, you must have paid your dues in full for 2007 and you must have requested the ballot in writing. There will be no exceptions to this procedure. In order for the absentee ballot to be counted in the election, it must be received by the association no later than Thursday, March 8, 2007, two days before the ballots will be counted at the election meeting set forth above.

Pursuant to Section 211.004, a property owner may not cast more than one vote, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote for the property. A person may not vote if the person has an interest in a lot only by virtue of being a lienholder. Only the owner of record, which may be found in the records of the Polk County Clerk, shall be considered a property owner.

According to Indian Springs Lake Estates Property Owners Association Bylaws, association fees (dues) in the amount of \$40 for the calendar year 2007 must have been paid in full for a property owner to be eligible to vote in any election. **If you are voting absentee and will be requesting a ballot, you must have paid your association fees in full before a ballot will be mailed to you.**

If you have any questions regarding these instructions, please contact any of the Officers on the Board of Directors at (936) 563-4882.

EXHIBIT "A" page 2



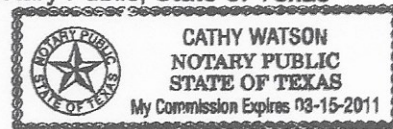
STATE OF TEXAS       §  
                                  §  
COUNTY OF POLK      §

BEFORE ME the undersigned authority, on this day personally appeared JUNE CARTER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2<sup>nd</sup> day of November, 2007.

Cathy Watson  
Notary Public, State of Texas

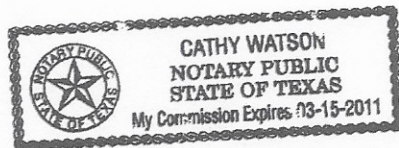
STATE OF TEXAS       §  
                                  §  
COUNTY OF POLK      §



BEFORE ME the undersigned authority, on this day personally appeared CLEM MENSCH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 5<sup>th</sup> day of November, 2007.

Cathy Watson  
Notary Public, State of Texas



We the undersigned, being all of the directors and officers of Indian Springs Lake Estates Subdivisions Property Owners Association, Inc., by execution hereof verify that the election referenced in Exhibit "A" was duly held and the proposition passed with more than a 2/3 majority and only one (1) dissenting vote and that the above stated amendment to paragraph 4 of the restriction is now part of the restriction.

Signed the 2<sup>nd</sup> Day of November, 2007

Josephine Massey  
JOSEPHINE MASSEY

Frances Pollard  
FRANCES POLLARD

Jane Carter  
JANE CARTER

Clem Mensch  
CLEM MENSCH

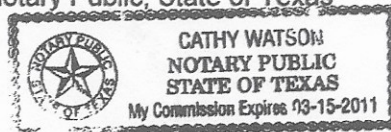
STATE OF TEXAS       §  
                                  §  
COUNTY OF POLK     §

BEFORE ME the undersigned authority, on this day personally appeared JOSEPHINE MASSEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 5<sup>th</sup> day of November, 2007.

Cathy Watson  
Notary Public, State of Texas

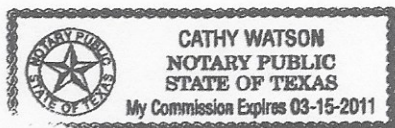
STATE OF TEXAS       §  
                                  §  
COUNTY OF POLK     §



BEFORE ME the undersigned authority, on this day personally appeared FRANCES POLLARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2<sup>nd</sup> day of November, 2007.

Cathy Watson  
Notary Public, State of Texas



2007-1612-631

FILED FOR RECORD

2007 NOV -5 A 10:17

*Barbara Middleton*

BARBARA MIDDLETON  
POLK COUNTY CLERK

State of Texas }  
County of Polk }

I, BARBARA MIDDLETON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

CKR

NOV 05 2007



*Barbara Middleton*

COUNTY CLERK  
POLK COUNTY, TEXAS

2009

10017

2009-1720-172

STATE OF TEXAS

COUNTY OF POLK

Amendment to Restrictions  
Indian Springs Lake Estates subdivision  
Livingston, Texas

Whereas Indian Springs Lake Estates Subdivision was created and platted in 1963; The first plat was recorded at Volume 1 Page 134, of the Plat Records of Polk County, Texas; The Restrictions were recorded at Volume 198 Page 574, Deed Records Polk County, Texas. Dated May 16, 1963 and said restrictions were amended in January 5, 1977 by amendments filed at Volume 342 Page 469, and by Modification of Restrictions dated December 15, 1968, recorded at Volume 705 Page 784, Official Records Polk County, Texas, and by Amendment to Restrictions dated November 2, 2007 and filed at Volume 1612 Page 625, Official Records Polk County, Texas. The subdivision is platted at Volume 1 Page 163, Volume 1 Page 164, Volume 2 Page 34, Volume 2 Page 11, Volume 2 Page 34, Volume 2 Page 27, Volume 2 Pages 30, 31, 32, 33, 34, 49, 51 and Volume 3 Pages 3 and 4 of the Plat Records of Polk County, Texas.

Whereas it has become necessary to amend the restrictions and in accordance with the Restrictions and the By-Laws of the Indian Springs Lake Estates Property Owners Association, Inc., a vote to amend the restrictions was held on December 13, 2008. In accordance with the By-laws of said association, the following amendment(s) was voted in favor and provides as follows:

12. The said owners of lots in Indian Springs Lake Estates subdivision shall pay a regular assessment annually to the property owners association as set forth in the Bylaws. The assessment shall be used for the upkeep of common areas and property owned and operated by the association. In accordance with Texas State Statutes, the association has the right to place a lien on any real property for which unpaid assessments have not been satisfied.

Therefore, know all men by these presents, that Indian Springs Lake Estates, Subdivision, in Polk County, Texas does hereby Modify and amend the restrictive covenants so that hereafter paragraph (12) of the restrictions shall as follows, to-wit:

12. The said owners of lots in Indian Springs Lake Estates subdivision shall pay a regular assessment annually to the property owners association as set forth in the Bylaws. The assessment shall be used for the upkeep of common areas and property owned and operated by the association. In accordance with Texas State Statutes, the association has the right to place a lien on any real property for which unpaid assessments have not been satisfied.

We the undersigned, being Directors of Indian Springs Lake Estates Property Owners Association, Inc., by execution hereof verify that the election referenced and held on December 13, 2008 was duly held and the proposition passed with more than a 2/3 majority of the votes cast and that the above stated amendment to paragraph 12 of the restrictions is now part of the restrictions.

Signed the 2 day of January, 2009

Addie V. Cameron  
ADDIE CAMERON - DIRECTOR

June Carter  
JUNE CARTER - DIRECTOR

Joseph E. Day  
JOSEPH DAY - DIRECTOR

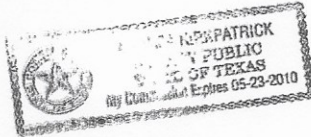
Lester Harlow  
LESTER HARLOW - DIRECTOR

2009 - 1720 - 173

STATE OF TEXAS  
COUNTY OF POLK

BEFORE ME the undersigned authority, on this day personally appeared ADDIE CAMERON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9 day of October, 2009.

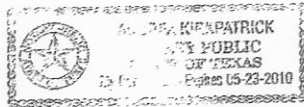


*Andrea K. Patrick*  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF POLK

BEFORE ME the undersigned authority, on this day personally appeared JUNE CARTER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 6 day of October, 2009.

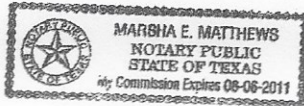


*Andrea K. Patrick*  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF POLK

BEFORE ME the undersigned authority, on this day personally appeared JOSEPH DAY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15 day of October, 2009.

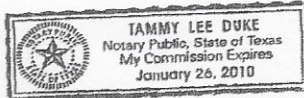


*Joseph E. Day*  
Notary Public, State of Texas  
*Marsha E. Matthews*

STATE OF TEXAS  
COUNTY OF POLK

BEFORE ME the undersigned authority, on this day personally appeared LESTER HARLOW, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 8<sup>th</sup> day of October, 2009.



*Tammy Lee Duke*  
Notary Public, State of Texas

FILED FOR RECORD

2009-1720-174

2009 OCT 19 PM 2:07

*Schelana Walker*  
SCHELANA WALKER  
POLK COUNTY CLERK

State of Texas )  
County of Polk )  
I, SCHELANA WALKER hereby certify that this instrument  
was FILED in the file number sequence on the date and at the time  
stamped hereon by me and was duly RECORDED in the Official  
Public Records in Volume and Page of the named RECORDS OF  
Polk County, Texas.

RB OCT 19 2009



*Schelana Walker*  
COUNTY CLERK  
POLK COUNTY, TEXAS