

THE STATE OF TEXAS |
 | KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOOD |

That INDIAN HARBOR, INC. , a Texas Corporation (hereinafter referred to as Dedicator) is the owner of several tracts of real property in Hood County, Texas, including the lands described in Exhibit "A" attached hereto and made a part hereof for all purposes, a map and plat of which is also attached hereto, and which plat is adopted by Dedicator as its plan for subdividing said tracts into lots and blocks as shown thereon, the same to be known as "INDIAN HARBOR."

WHEREAS, Dedicator desires to subdivide and plat said real property and other lands, in installments, from time to time, so as to orderly develop the same with areas for single family residences and areas for recreational uses, with their allied facilities, and has caused the above described portion to be subdivided and platted as INDIAN HARBOR, an Addition in Hood County, Texas, as shown by the plat attached hereto; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the lots in INDIAN HARBOR, so as to provide for the preservation of the values and amenities in said development and the maintenance of the facilities thereof for the benefit of the present and future owners of said lots:

NOW, THEREFORE, INDIAN HARBOR, INC. , declares that the above described property designated as INDIAN HARBOR is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall be and are hereby made to run with the land.

SUBDIVISION RESTRICTIONS
INDIAN HARBOR SUBDIVISION

Dedicator (or an Architectural Committee appointed by Dedicator) shall have the right to enforce the restrictions contained herein.

1. There shall be established an Architectural Committee composed of three (3) members appointed by Dedicator to protect the owners of lots in this Subdivision 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 and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes 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 purchasers of lots therein.

The Dedicator or the Architectural Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce minimum standards for, any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Committee, or the officers and members thereof for damages which any grantee of property in INDIAN HARBOR Subdivision may sustain.

2. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of

these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Dedicator, its successors and assigns.

3. If the owner of any lot in said Subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, or both.

4. All lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any residential lot in said Subdivision other than a private residence, a private boathouse, and a private garage for the sole use of the owner or occupant.

5. No existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, and permitted to remain on any lot (except with the written approval of the Dedicator or Architectural Committee). All construction must be of new material, except stone, brick or other materials used for antique decorative effect if such use is approved in writing by the Architectural Committee. No sheet metal (except for Boathouses) or tar paper type roof or siding materials will be used on any structure. All buildings other than boathouses shall be completely underpinned, 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 consent of the Architectural Committee.

6. No building exceeding two stories in height shall be erected on any lot, and each residence shall have a minimum floor area of 850 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

7. 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 material and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Dedicator or Architectural Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

8. No buildings, fence or structure of any kind shall be located on any lot nearer to the front lot line than 25 feet; provided, such setback may be waived by Dedicator as to individual lots where deemed by Dedicator appropriate because of the terrain of such lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of a building. Lots shall "front" on the adjoining private way; corner lots shall be deemed to "front" on the way adjoining the shortest lot line. No part of any structure shall be erected or maintained closer than 7 feet to any side lot line.

9. No animals or birds, other than household pets, shall be kept on any lot.

10. The lot shall be kept clean and free of trash, garbage, and debris at all times, and fires must be contained in a safe enclosure.

11. No outbuilding or garage, other than a boathouse, shall be erected on any lot before a residence is constructed thereon, and no outbuilding, boathouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. No mobile home shall be placed on any lot except that on any lot on which a residence has been constructed there may be parked one camper or travel type trailer of not more than 25 feet in length, but no trailer or mobile home shall be occupied or used as a temporary or

permanent residence while parked on said lot except during the allowed 6 months construction period allowed for a dwelling thereon; and an approved septic tank must be installed prior to occupancy.

12. Easements are hereby reserved by Dedicator in INDIAN HARBOR as shown on the plat filed of record herewith. Said easements shown on the recorded plat of INDIAN HARBOR are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.

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

The Dedicator and/or its designees may, on any lot and/or lots then owned by it, construct, maintain, use and allow to be used by others, parks, swimming pools, recreational facilities, playgrounds, boat launching areas, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 4, 5, 6 and 8 hereof shall not apply thereto. The Dedicator reserves the right to remove sales office from said Subdivision.

13. No outside toilet or privy shall be erected or maintained in the Subdivision. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of Hood County and the State of Texas.

14. Each owner of property (including purchasers under contracts of sale) shall apply for membership in the INDIAN HARBOR OWNERS

ASSOCIATION, and if approved for membership must be and remain a member of said INDIAN HARBOR OWNERS ASSOCIATION. An assessment is hereby made as to each lot in this Subdivision of (i) \$1.50 per month per lot, the owner of which owns only one lot in said Subdivision, and (ii) an additional \$1.00 per month per lot in said Subdivision in respect to all lots in excess of one owned by the same owner for the maintenance and construction of swimming pools, recreational facilities, playgrounds, boat launching areas, parks, roads and other improvements in INDIAN HARBOR Subdivision; "owner" as used herein shall include purchasers under contracts of sale. The assessment shall accrue from the date of the contract of sale. Such assessment shall be and is hereby secured by a lien on each lot in this Subdivision, respectively, and shall be payable to INDIAN HARBOR OWNERS ASSOCIATION (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on May 31st of each year commencing in 1970, at which date in the year 1970 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until May 31st of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Said assessment shall not accrue in respect to any lot during such time as the owner (or any person as purchaser from INDIAN HARBOR, INC., under a contract to purchase then in force) of such lot, after having made written application for membership in said INDIAN HARBOR OWNERS ASSOCIATION, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, it being understood that said swimming pool, park and recreational area are for the sole use and benefit of the members of said Association and their families. 75 per cent of the voting stock of the Association shall be retained by

Dedicator until such time as the voting rights shall be transferred to the membership at large, in accordance with the by-laws of the Association.

15. Any building, structure or improvement, commenced upon any lot 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, or other debris. 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 expense of the offending party.

16. On waterfront lots where the rear lot line coincides with the Brazos River Authority boundary line for Granbury Lake, any construction of boat docks, piers or other structures below elevation 693 feet shall not be commenced until written permission has been received from the Brazos River Authority, Waco, Texas.

17. No water wells shall be drilled upon any of the said numbered lots by the owners so long as water for domestic uses shall otherwise be available to the owners of said lots, but nothing herein contained shall be construed as prohibiting INDIAN HARBOR, INC., its successors, assigns, or nominees, from drilling and equipping a well or wells on any property located in or near the Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or in any addition thereto.

18. These restrictions, covenants, and conditions may be enforced by Dedicator herein or by the owner of any lot in INDIAN HARBOR either by proceedings for injunction or to recover damages for breach thereof, or both. However, only the Association heretofore referred to, its successors or assigns, may file suit to collect any of the charges and expenses mentioned in these restrictions, covenants, and conditions to enforce foreclosure of any lien therein granted, with

said suit to be filed in any court of competent jurisdiction and with venue to be in Hood County, Texas.

19. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of such restrictions, covenants, and conditions and filed in the Deed Records of Hood County, Texas, after which time said restrictions, covenants and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lot owners of lots covered hereby has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

20. If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or Court order, it shall not affect the validity of any other provision or portion thereof.

EXECUTED this the 26th day of September, 1969.

INDIAN HARBOR, INC.

ATTEST:

R. W. Leonard
R. W. Leonard, President

Betty June Lewis
Betty June Lewis, Secretary

THE STATE OF TEXAS |
 |
COUNTY OF TARRANT |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. W. LEONARD, President of INDIAN HARBOR, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said INDIAN HARBOR, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of September, A. D. 1969.

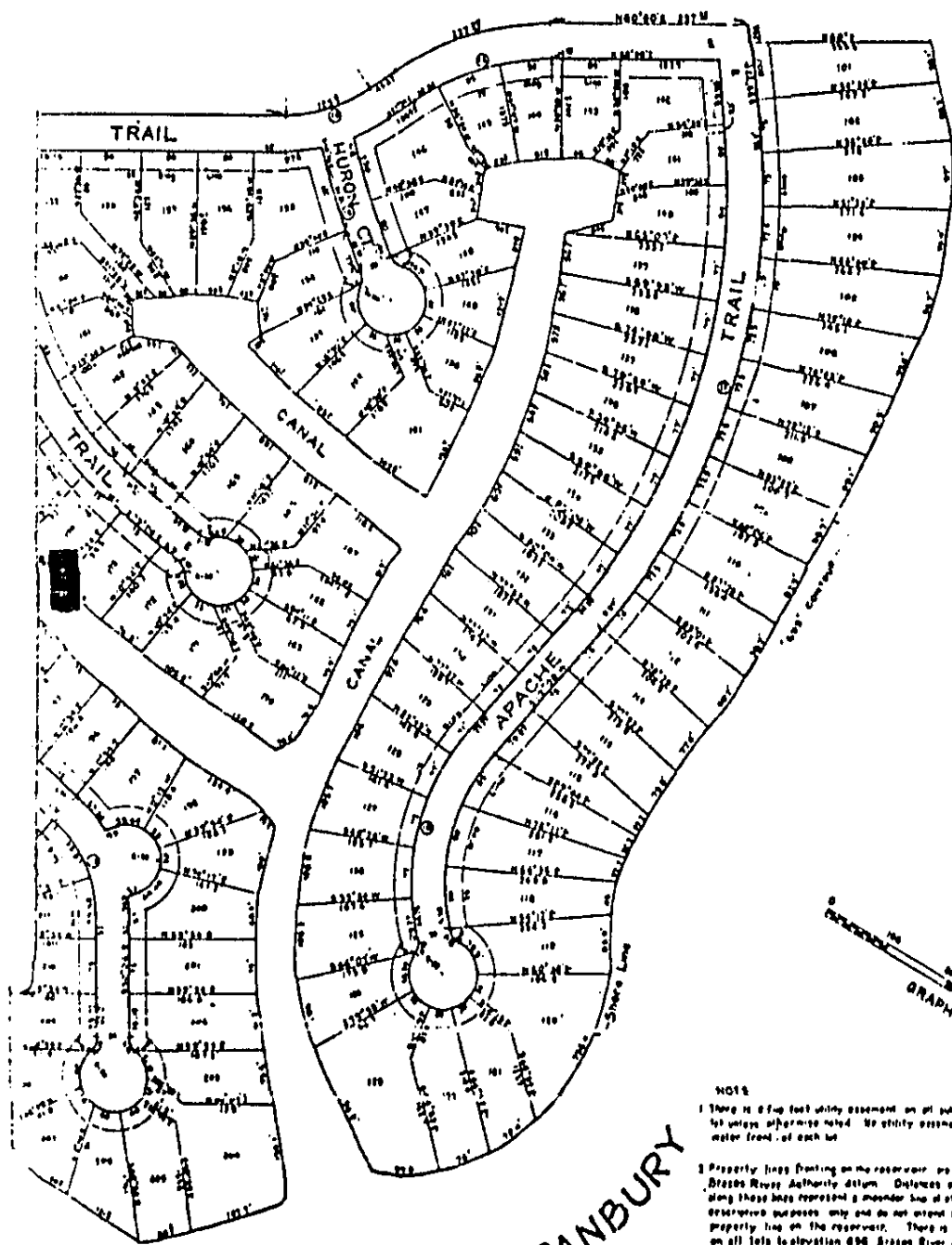
Phyllis Patena
Notary Public, Tarrant County, Texas

EXHIBIT "A"

That tract or parcel of land known and described as Lot No. 4 in the W. A. HAMILTON TRACT in Hood County, Texas, being a portion of the John Hamilton and John Waits Surveys, being more particularly described in Exhibit "A" attached to the report of the Commissioners in the case of Lawrence Harris, et al. vs. Luther Hetch, et al., recorded in Vol. 124, page 255, of the Deed Records of Hood County, Texas, and described by notes and bounds as follows:

ENCLOSING at the S. W. corner of Lot No. 3 on S. W. line of Match land a Post Oak 14" in dia. marked NW for corner; COURSE N 60 W 2355 yrs. to the S. W. corner of Lot No. 3; COURSE N 50 W 362 yrs. to the S. W. corner of woodland Lot No. 4; COURSE N 24 W with West line of same 311 yrs. to N. W. corner of said Lot No. 4 a rock a Post Oak 14" in dia. marked X hrs. N 14 W 3-7/10 yrs.; COURSE N 60 W with the S. E. line of No. 3, 646 yrs. to S. E. corner of same and N. E. corner of woodland Lot No. 4; COURSE N 15-1/2 W 57 yrs. to the S. W. corner of Field Lot No. 3 for 90 acres; N 60 W with the division line between said Lot No. 3 and No. 4 across field at 1335 yrs. 3 Live Oak trees in East side-- of the South one 12" in dia. marked -- yrs. N 30 W 5/10 yrs. contains same course N 60 W to corner back of the Brown River; THENCE down the river with its meanders pushing the S. E. corner of said Waits Survey and the N. E. corner of said Hamilton Survey to the S. corner of the Coyle tract 163 acres in the said Hamilton Survey; THENCE S 60 W with the S. E. L. of said Coyle tract 1641 yrs. to a rock pile for corner on the N. E. of the Geo. Walters land; THENCE N 30 W 375 yrs. to a rock pile; THENCE S 63-3/4 W 1562 yrs. to the S. W. corner of said tract and the N. W. corner of said Walters land; THENCE N 30 W 161 yrs. to the place of the beginning, containing 423 acres of pasture, woodland, and field land, and river and overflow land contained in the above stated boundary and being about 200 acres in the John Hamilton Survey and 230 acres in the John Waits Survey. Being also the same land described in the Judgment of the Court in the case of Carrie Hetch, et al. vs. Corbin Arrington, et al., dated November 11, 1945, recorded in Vol. 124, page 260, Deed Records of Hood County, Texas; and being all the land also conveyed to Jenkins Garrett by Lucille Hetch, Carrie Hetch and Marie Adams by Warranty Deed dated January 18, 1961, filed for record in Vol. 124, page 264, Deed Records of Hood County, Texas;

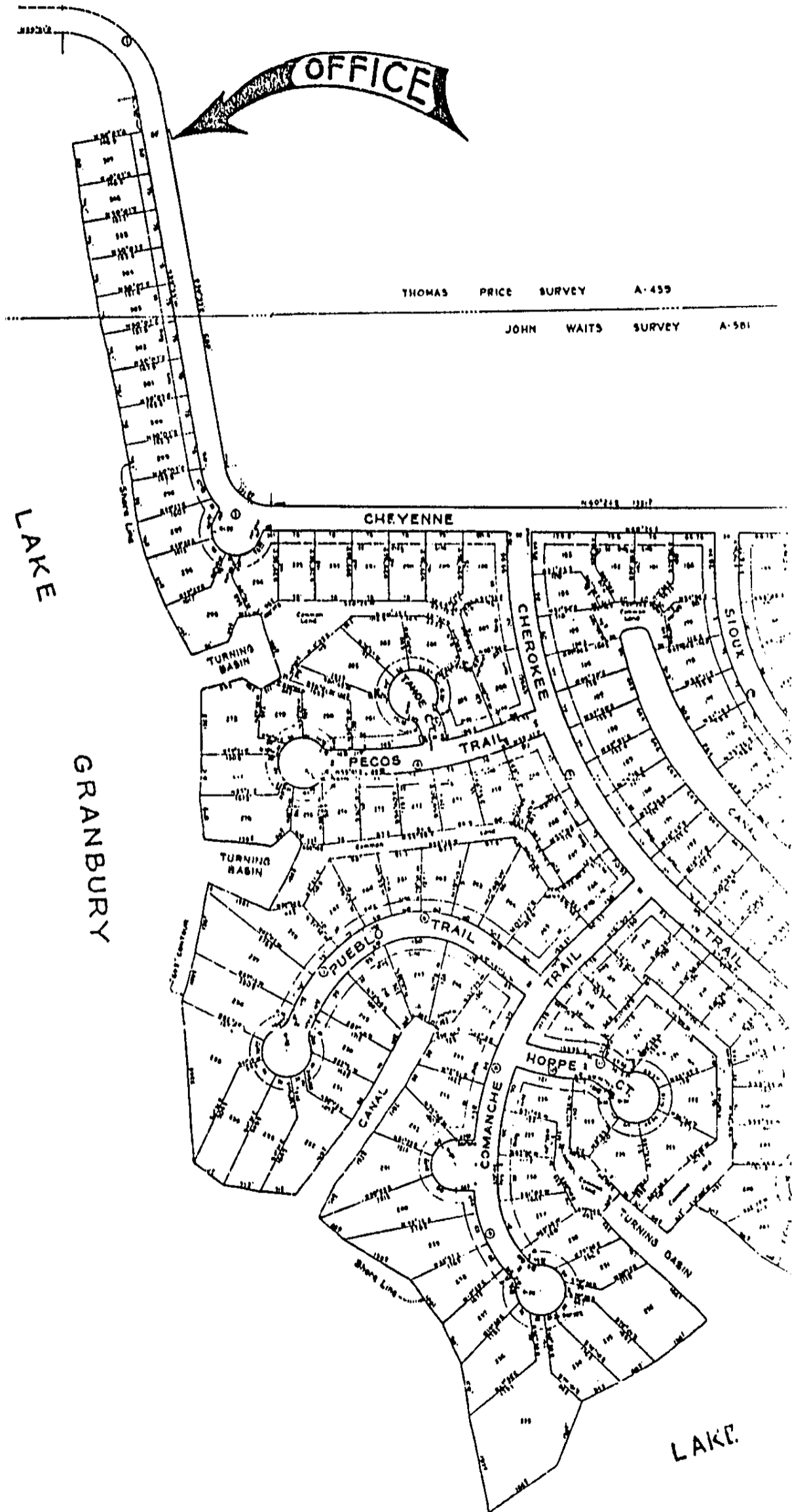
SAVE AND EXCEPT that certain portion of the above described land conveyed from Jenkins Garrett, as Grantor, to Brazos River Authority, as Grantee, by deed dated March 20, 1969.



GRANBURY

NOTE
1 There is a two foot utility easement on all sides of each lot unless otherwise noted. No utility easements along the water front of each lot.
2 Property lines fronting on the reservoir are at elevation 628, Brazos River Authority datum. Distances and courses shown along these lines represent a meander line at elevation 628 for reservoir purposes only and do not intend to establish the property line on the reservoir. There is a flood easement on all lots to elevation 628, Brazos River Authority datum.

INDIAN HARBOR RESORT
LAKE GRANBURY
THOMAS PRICE SUR. A-438 & JOHN WAITS SUR. A-581
HOOD COUNTY, TEXAS



Filed for record October 17, 1969 at 11:30 A. M.

Recorded October 20, 1969 at 9:30 A. M.

BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS

BY: Doris Dyer, Deputy