

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 PHASE II."

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 PHASE II, 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 PHASE II 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 PHASE II 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, PHASE II, Hood County, Texas
 (Mobile Home Lots)

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

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 | 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 PHASE XVIII," and being:

Lots 1455 thru 1671, inclusive, Thomas Price
Survey, Abstract 439, Hood County, Texas; and

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 temporary single family residences, areas for campsites, and areas for recreational uses, with their allied facilities, and has caused the above described portion to be subdivided and platted as INDIAN HARBOR PHASE XVIII, 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 PHASE XVIII 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 and more particularly described by metes and bounds in Exhibit "A" 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.

EASEMENTS

Easements designated on said plat as Apache Trail East, Lands End, Cuilco Court, Navajo Road West, Navajo Road North, Navajo Road East, Angelina Trail, Sonora Trail, Boquillas Road West, Boquillas Road North, Boquillas Road East, Totem Trail, and Tomahawk Trail, hereinafter referred to as "Private Ways" are to provide Dedicator, its successors and assigns, and the owners of the various lots of Indian Harbor with ingress and egress to the area and facilities thereof and are reserved as private ways, and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself, its successors and assigns, the right to convey said easements or rights therein to INDIAN HARBOR OWNERS ASSOCIATION, INC. (hereinafter referred to as "The Association"), to be retained by said Association for the benefit of the properties or dedication to the public as public ways and easements.

Those portions of lots below Elevation 696 adjoining DeCordova Bend Reservoir are subject to the easement in favor of the Brazos River Authority granted in conveyance dated March 20, 1969, executed by Jenkins Garrett and recorded April 14, 1969, in Vol. 149, Page 488, Deed Records, Hood County, Texas.

INDIAN HARBOR, INC. reserves to itself, its successors and assigns, an easement and right to construct and maintain in, over and across the easements and private ways shown on said plat, utilities of every kind, including sewers, water mains, gas mains, power and communication lines and all pipes, lines and other appurtenances in connection therewith. An easement 5 feet in width is hereby reserved along each side of each lot and along the side of each lot adjoining the "Private Ways" as may be necessary for the installation and maintenance of said utilities and lines.

RESTRICTIONS AND COVENANTS

The restrictions, covenants, charges and liens set out in the dedication of INDIAN HARBOR, PHASE II, (Mobile Home Restrictions), dated the 24th day of September, 1970, and recorded in Vol. 162, Page 83, Deed Records of Hood County, Texas, are hereby adopted as restrictions, covenants, charges and liens, running with the following described lots, to-wit:

Lots 1651 thru 1671, inclusive, Thomas Price Survey, Abstract 439, Hood County, Texas,

and such restrictions, charges, covenants, and any amendments and additions made thereto, are hereby incorporated as a part hereof.

Specifically excepted from this dedication are lots 1455 thru 1458, inclusive, and Lots 1476 thru 1483, inclusive, Thomas Price Survey, Abstract 439, Indian Harbor Subdivision, Phase XVIII, Hood County, Texas, said lots being the Sanitation Facility and not part of the property hereby dedicated and set out as subject to the herein described restrictions and covenants.

The restrictions, covenants, charges and liens hereinafter set out are hereby adopted as restrictions, covenants, charges and liens, running with the following described lots, to-wit:

Lots 1459 thru 1475, inclusive, and Lots 1484 thru 1650, inclusive, Thomas Price Survey, Abstract 439, Hood County, Texas.

SUBDIVISION RESTRICTIONS FOR CAMPSITE LOTS
INDIAN HARBOR SUBDIVISION, PHASE XVIII,
HOOD COUNTY, TEXAS

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 or maintenance thereon of poorly designed or proportioned temporary living structures built of improper or unsuitable materials and of improper size, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the location of attractive temporary living structures 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 thereto 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, Phase XVIII, may sustain.

No temporary living structure (camper or similar vehicle) shall be placed on any lot that exceeds a maximum size of 480 square feet, and all temporary structures placed on any lot must be approved by Dedicator or the Architectural Committee.

Temporary reasonable off street parking of campers, cars, trailers and boats and boat trailers shall be permitted; however, any unreasonable off street parking by an owner shall be subject to limitation and restriction by the Architectural Committee. No parking of cars, trailers, campers, boats, boat trailers or similar vehicles shall be permitted on the streets.

Dedicator reserves the right to take over the care and maintenance of any lot that fails to conform to the standards outlined herein and charge the care and maintenance of said lot to the owner.

No major car repairs or overhauling of cars will be permitted in the park; any television antenna will be erected on the back half of any temporary living structure; fans for all air conditioners used in connection with temporary structure must blow air directly to the front or rear of the lot and not to the side of any lot, unless for good cause shown the Architectural Committee shall make an exception in writing.

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 temporary living 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 temporary residential purposes only and no permanent building shall be erected or maintained on any temporary residential lot except with written approval of Architectural Committee in said Subdivision.

5. 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 temporary structure, fence or structure of any kind shall be located on any lot nearer to the front lot line than 15 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. 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 temporary structure shall be erected or maintained closer than 5 feet to any side lot line.

7. Any accessory to a recreational vehicle or temporary structure (including campers and other similar vehicles) such as an awning or individual storage facility shall be considered to be a part of the temporary structure (including campers and other similar vehicles) or recreational vehicles.

8. Septic tanks shall not be installed on any one single lot; however, a owner who owns two adjacent lots may install a septic tank by obtaining approval by Brazos River Authority.

9. All lots in Phase XVIII/^{as described above}are designated as campsites and it is the intention of Dedicator that these lots shall be lived in on a temporary basis by owners. No temporary structures (including campers and other similar vehicles) may be lived in or occupied on any lot for a continuous period in excess of 30 days and in the event that a temporary structure (including campers and other similar vehicles) is lived in or occupied for a continuous period in excess of 30 days on any lot, then no temporary structure (including campers and other similar vehicles) may not be lived in on said lot for a period of 10 continuous days immediately following the expiration of the 30 day period during which said temporary structure (including campers and other similar vehicles) was lived in or occupied on said lot. In the event that any owner uses any lot in such a method as to effectively establish it as a permanent residence, the Architectural Committee is hereby granted authority to specify specific periods of time which shall constitute a reasonable temporary use of said lot by said owner. Nothing contained in this provision shall prohibit an owner from leaving temporary structures (including campers and other similar vehicles) located upon a lot for a period in excess of 30 days.

The storage, collection and disposal of refuse in the Phase XVIII shall be so conducted as to create no health hazards or air pollution, rodent harborage, insect breeding areas, accident or fire hazards; if refuse is collected

at the individual lots, it shall be stored in flytight, watertight, rodent proof containers, which shall be located at each lot. Containers shall be provided in sufficient number and capacity to store properly all refuse. Grounds, buildings and structures shall be maintained free of insects and rodent harborage and infestation. The growth of brush, weeds, and grass shall be controlled to prevent harborage of noxious insects or other pests.

10. Exposed ground surfaces in all parts of every lot shall be paved, covered with some solid material, or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating dust.

11. Where individual electrical connections are provided to temporary structures (including campers and other similar vehicles) they shall include an approved disconnection device and over-current protective equipment; the minimum service per outlet shall be 120 volts AC, 30 amperes.

If provided, cooking shelters, barbecue pits, fireplaces, wood burning stoves and incinerators shall be so located, constructed, maintained and used so as to minimize fire hazards and smoke nuisance. No fuel shall be used and no material burned which emits dense smoke or objectionable odors.

12. No animal or birds, other than household pets (1 dog or 1 cat per lot) shall be kept on any lot.

13. 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.

14. Easements are hereby reserved by Dedicator in Indian Harbor Phase XVIII as shown on the plat filed of record herewith. Said easements shown on the recorded plat of Indian Harbor Phase XVIII are for 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 use of said lots in this Subdivision.

15. 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) \$3.00 per month per lot, the owner of which owns only one lot in said Subdivision, and (ii) an additional \$2.00 per month per lot in said Subdivision in respect to all lots in excess of one owned by the same owner for the first twelve months of ownership at which time the assessment on all lots in excess of one shall be increased to \$3.00 per month each, said assessment being 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 September 30th of each year after 1971, after which date in the year 1971 or on September 30th of the year any lot is purchased whichever is later and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until September 30th of each such year.

Said assessments 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 benefits of the members of said Association and their families. Seventy five 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.

16. 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.

17. 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.

18. 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 25 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.

19. 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 8th day of June, 1972.

INDIAN HARBOR, INC.

ATTEST:

By *Obie P. Leonard, Jr.*
Obie P. Leonard, Jr., Vice-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 OBIE P. LEONARD, JR., Vice-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 8th day of June, A.D. 1972.

Wanda Shepelwich
Notary Public, Tarrant County, Texas

WANDA SHEPELWICH, Notary Public
Tarrant County, Texas

FIELD NOTES

Field Notes for dedication of INDIAN HARBOR, PHASE XVIII, out of the Thomas Price Survey, Abstract 439, Hood County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the East corner of Lot 847, Indian Harbor, Phase IX, recorded in Volume 1, Page 100, Plat Records, Hood County, Texas, said point of beginning being in the Northwest R.O.W. of Apache Trail East;

THENCE with the Northeast line of said Phase IX, North 24 degrees 21 minutes West 627-7/10 feet to the North corner thereof, said point being the North corner of Lot 836, said Indian Harbor, Phase IX;

THENCE North 59 degrees 43 minutes East 979-4/10 feet to a point;

THENCE North 37 degrees 38 minutes West 545-5/10 feet to a point;

THENCE North 59 degrees 50 minutes East 546-8/10 feet to a point, said point being the beginning of a curve in the Northwest R.O.W. of Lands End;

THENCE Southerly with said R.O.W. and a curve to the left having a radius of 251-65/100 feet, which bears South 30 degrees 10 minutes East, and along the arc of said curve 376-1/10 feet to the end of said curve, and South 25 degrees 48 minutes East 90-3/10 feet to the beginning of a curve to the left having a radius of 2717-27/100 feet, and with the arc of said curve in a Southeasterly direction, 362-8/10 feet to the end of said curve, and South 33 degrees 27 minutes East 74-0/10 feet to the beginning of a curve to the right having a radius of 779-28/100 feet, and along the arc of said curve in a Southeasterly direction 398-05/100 feet to the end of said curve, and South 4 degrees 11 minutes East 35-3/10 feet to the intersection of the Southwest R.O.W. of Lands End with the Northwest R.O.W. of Apache Trail East;

THENCE with the curved R.O.W. of Apache Trail East, having a radius of 292-30/100 feet, and with the arc to the left and in a Southwesterly direction, 110-3/10 feet to the end of said curve

THENCE with the Northwest R.O.W. of Apache Trail East, South 59 degrees 18 minutes West 1006-05/100 feet to the point of beginning.

SEMPCO, INC.
APRIL 13, 1972

FILED FOR RECORD THE 14 DAY OF June 1972 AT 3:30 P M.

RECORDED THE 16 DAY OF June 1972 AT 8:30 A M.

D. Price DEPUTY

BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS

1. A. 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 or maintenance thereon of poorly designed or proportioned mobile homes structures and structures on mobile homes built of improper or unsuitable materials and of improper size, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the location of attractive mobile 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 on said property, and hereto 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, Phase II, may sustain.

B. All mobile homes shall be skirted within 30 days after being moved into Indian Harbor with the type of skirting to be approved by the Dedicator or the Architectural Committee. All doors on underpinning must be kept closed. Coaches which are blocked higher than two inches above the patio must be skirted between the patio and the coach. All wooden steps and all wood accessories outside the mobile home must be painted and of good appearance.

No mobile homes shall be placed on any lot that are not of a minimum size of 480 square feet, and all mobile homes placed on any lot must be approved by Dedicator or the Architectural Committee.

Reasonable parking of cars, trailers and boats and trailers shall

be permitted; however, any unreasonable parking by an owner shall be subject to limitation and restriction by the Architectural Committee.

Dedicator reserves the right to take over the care and maintenance of any lot that fails to conform to the standards outlined herein and charge the care and maintenance of said lot to the owner.

No major car repairs or overhauling of cars will be permitted in the park; any television antenna will be erected on the back half of each mobile home; fans for all air conditioners used in connection with mobile homes must blow air directly to the front or rear of the lot and not to the side of any lot.

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 mobile home 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). 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, 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.

7. No mobile home, 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. 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.

8. No animals or birds, other than household pets (1 dog or 1 cat per lot) shall be kept on any lot.

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

10. No outbuilding or garage shall be erected on any lot before a mobile home is constructed thereon and no outbuilding, basement or garage or any other building 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. Storage buildings approved by the Architectural Committee will be allowed.

11. Easements are hereby reserved by Dedicator in INDIAN HARBOR

PHASE II as shown on the plat filed of record herewith. Said easements shown on the recorded plat of INDIAN HARBOR PHASE II are for construction, operation, 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.

12. 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 September 30th 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 September 30th 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 assessments 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.

13. 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, and all lots shall be kept clean and free of any boxes, rubbish, trash, or other debris.

14. 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.

15. 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.

16. 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 25 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.

17. 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 _____ day of September, 1970.

INDIAN HARBOR, INC.

ATTEST:

By _____
Obie P. Leonard, Jr., Vice-President

Betty June Lewis, Secretary

THE STATE OF TEXAS I
 I
COUNTY OF TARRANT I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared OBIE P. LEONARD, JR., Vice-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 _____ day of September, A. D. 1970.

Notary Public, Tarrant County, Texas

Field Notes for dedication of Indian Harbor, Phase II, in the John Hamilton Survey, Hood County, Texas.

All that certain lot, tract or parcel of land out of the John Hamilton Survey, Hood County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North line of said John Hamilton Survey, said point being South 59 degrees 00 minutes West $606\frac{9}{10}$ feet and South 59 degrees 53 minutes West $604\frac{4}{10}$ feet, along said survey line from its intersection with Elevation 693 feet above sea level, Bureau of River Authority datum;

THENCE with said survey line South 59 degrees 53 minutes West $1071\frac{95}{100}$ feet to a point;

THENCE South 31 degrees 27 minutes East $140\frac{25}{100}$ feet to a point;

THENCE South 26 degrees 07 minutes East $60\frac{2}{10}$ feet to a point;

THENCE South 58 degrees 57 minutes East $597\frac{9}{10}$ feet to a point;

THENCE North 68 degrees 51 minutes East $1167\frac{2}{10}$ feet to a point;

THENCE North 25 degrees 15 minutes West $91\frac{5}{10}$ feet to a point;

THENCE North 3 degrees 57 minutes West $64\frac{4}{10}$ feet to a point;

THENCE North 8 degrees 56 minutes West $132\frac{9}{10}$ feet to a point;

THENCE North 30 degrees 13 minutes East $135\frac{0}{10}$ feet to a point;

THENCE North 16 degrees 30 minutes East $235\frac{9}{10}$ feet to a point;

THENCE North 2 degrees 20 minutes East $214\frac{0}{10}$ feet to a point;

THENCE North 34 degrees 10 minutes West $145\frac{0}{10}$ feet to the place of beginning.

EXHIBIT "A"

FILED FOR RECORD THE 6 DAY OF Oct 1970 AT 2:15 P. M.

RECORDED THE 6 DAY OF Oct 1970 AT 4:30 P. M.

BY: Davis L. Lyle
DEPUTY

BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS