

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

That INDIAN HARBOR, INC., a Texas Corporation (hereinafter referred to as a Dedicator), is the owner of several tracts of real property in Hood County, Texas, including the lands specifically 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 tract described into the lots as shown thereon, as a part of "INDIAN HARBOR, PHASE IX," and being:

Lots 648 thru 745, inclusive, and Lots 750 thru
847, inclusive, Thomas Price Survey, Abstract
439, in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide the plat said real property and other lands, in installments from time to time, so as to orderly develop the same as mobile home lots, with areas for single family residences and areas for recreational uses, with their allied facilities, and has caused the above described mobile home lots, specifically described in Exhibit "A" to be subdivided and platted 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 IX 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 property specifically described in Exhibit "A" designated as Lots 648 thru 745, inclusive, and Lots 750 thru 847, inclusive, INDIAN HARBOR, PHASE IX, Hood County, Texas, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges

STATE OF TEXAS |
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COUNTY OF HOOD |

That INDIAN HARBOR, INC, a Texas corporation, (hereinafter referred to as Dedicator), did on January 4, 1972, execute a Declaration of Subdivision known as INDIAN HARBOR PHASE IX, said Declaration being recorded in Volume 177, Page 61 of the Records of Hood County, Texas; and

WHEREAS, said Declaration of Subdivision covers the property described therein and depicted on the plat attached thereto, said covered property being described as follows:

Lots 648 thru 745, inclusive, and Lots 750 thru 847, inclusive, Thomas Price Survey, Abstract 439, Hood County, Texas; and

WHEREAS, said Declaration of Subdivision creates and reserves with respect to said land certain easements designated on said plat and referred to as "Private Ways" and said Declaration also reserves to Dedicator certain utility easements as specified therein; and

WHEREAS, said Declaration of Subdivision also adopts, creates and reserves certain restrictions, covenants, charges and liens on the above described land, the same being described by reference to and incorporation of those set out in the Declaration of Subdivision of INDIAN HARBOR PHASE II, which is dated September 24, 1970, and recorded in Volume 162, Page 83 of the Records of Hood County, Texas; and

WHEREAS, the aforesaid adoption and incorporation by reference of the restrictions, covenants, charges and liens set out in the said Declaration of Subdivision of INDIAN HARBOR PHASE II was made in error and by inadvertence and the same are inappropriate for use in INDIAN HARBOR PHASE IX; and

WHEREAS, Dedicator desires to correct said error and substitute the correct restrictions, covenants, charges and liens for the benefit of the owners of lots in INDIAN HARBOR PHASE IX and in order to prevent difficulties hereafter;

NOW, THEREFORE, INDIAN HARBOR, INC. (Dedicator) does hereby rescind and delete from the aforesaid original Declaration of Subdivision of INDIAN HARBOR PHASE IX the restrictions, covenants, charges and liens incorporated therein by reference to and adoption of the restrictions, covenants, charges and liens set out in the Declaration of Subdivision of INDIAN HARBOR PHASE II; and Dedicator does hereby substitute in their place and stead the following restrictions, covenants, charges and liens to cover the land included within INDIAN HARBOR PHASE IX, running with said land, and enforceable by Dedicator, its successors, and assigns, to wit:

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 Dedicator, said Architectural Committee, or the officers and members thereof for damages which any grantee of property in Indian Harbor Subdivision, Phase IX, may sustain.

DEED 205

No temporary living structure (camper or similar vehicle) exceeding a maximum size of 480 square feet shall be placed on any lot 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 on any lot; 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 IX 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 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 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 unoccupied 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 Phase IX shall be 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 animals 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 IX as shown on the plat filed of record herewith. Said easements shown on the recorded plat of Indian Harbor Phase IX 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 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 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 of 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 PHASE IX 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),

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 IX as shown on the plat filed of record herewith. Said easements shown on the recorded plat of Indian Harbor Phase IX 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 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 of 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 PHASE IX 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 October 6, 1970, 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 low 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.

Except as hereinabove corrected, the aforesaid original Declaration of subdivision of INDIAN HARBOR PHASE IX, shall be and remain in full force and effect.

EXECUTED this 6th day of August, 1973.

INDIAN HARBOR, INC.

ATTEST:

Betty June Lewis
Betty June Lewis, Secretary

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

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 6th day of August, A. D., 1973.

Stephen P. Price
Notary Public, Tarrant County, Texas

FILED FOR RECORD: THE 16 DAY OF August, 1973 AT 9:10 A.M.
RECORDED THE 16 DAY OF August, 1973 AT 1:00 P.M.
BY: Christina Woolsey Deputy
BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS

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, Gila Road West, Gila Road North, Gila Road East, Aquilla Trail, Pica Trail, Avra Road West, Avra Road North, Avra Road East, Hana Trail and Yaqui 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.

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

EXECUTED THIS 4th day of January, 1972.

ATTEST:

Betty June Lewis
Betty June Lewis, Secretary

INDIAN HARBOR, INC.

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

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., as Vice-President, 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 4th day of January, 1972.

Phyllis Patten
Notary Public, Tarrant County, Tex

EXHIBIT "A"

Field notes for dedication of Indian Harbor, Phase IX, in the Thomas Price Survey, Abstract 439, Hood County, Texas.

All that certain lot, tract or parcel of land out of the Thomas Price Survey, Abstract 439, Hood County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a steel rod standing North 45 degrees 57 minutes West 198-1/10 feet from the Northeast corner of Lot 307, Indian Harbor Resort, Hood County, Texas, according to the plat recorded in Volume 1, Page 25, Plat Records of Hood County, Texas;

THENCE North 24 degrees 21 minutes West 635-65/100 feet to a steel rod;

THENCE North 59 degrees 43 minutes East 1005-50/100 feet to a steel rod;

THENCE South 24 degrees 21 minutes East 627-70/100 feet to a steel rod;

THENCE South 59 degrees 18 minutes West 1006-25/100 feet to the place of beginning.

FILED FOR RECORD THE 7 DAY OF Jan 1972 AT 10:00 A.M.

~~RECORDED THE 7th DAY OF Jan 1972 AT 10:00 A.M.~~

BY: Sandra Dyer DEPUTY

BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS