

304856

**DECLARATION OF RESTRICTIONS
OF INDIAN HILLS SUBDIVISION**

Being 18.30 Acres, called Unit I and 17.529 Acres, called unit II, out of the Grace Long 4-L Ranch, and being described in a Warranty Deed dated July 29, 1976, recorded in Volume 345, page 349 et seq, Deed Records, Jim Wells County, Texas. Also being out of the "Casa Blanca" Juan Jose De La Garza Grant, Abstract 296, situated about 1.3 miles North of Sandia, Jim Wells County, Texas.

NOW, THEREFORE, the following constitute the restrictions in regard to the use, occupancy, and construction, improvements, and transfer of ownership in the above described land.

I.

There shall be permitted one, and only one, single family residence on each lot and to be constructed of new materials in a good and workmanlike manner to the end that the same will present a neat and attractive appearance in the area thereof; all dwellings shall be of new construction and no dwelling exclusive of open porches, garages, carports and patios shall be permitted that has less than 2000 square feet of living area. No commercial enterprise or business shall ever be conducted on premises. This structure must be brick veneer or equal construction.

II.

That all lots shall not be further subdivided.

III.

Each residential dwelling shall contain an asphalt or concrete driveway.

IV.

No parking of mobile homes, camping vehicles, trailers or vehicles that are not in usable and operating condition on premises.

V.

No garages or temporary building will be permitted on any lot as temporary living quarters. No existing dwelling, building, or structure may be relocated or moved onto any lot. No mobile home or portable building may be placed on any lot. No construction or improvements shall be erected until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality, workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish ground elevation. No fence or wall shall be erected on any lot nearer to its front (street side) of the dwelling unless similarly approved. The Architectural Control Committee is composed of

- | | |
|----------------|-----------------|
| 1. Jim R. Long | 3. Beverly Long |
| 2. Bob Owens | 4. Mary Owens |

VI.

No signs, billboards, or other advertising devices of any kind shall be placed on the premises except by the developer.

VII.

Grantee shall keep the weeds cut on the premises and shall not permit the accumulation of trash, rubbish, or other unsightly articles on the premises. No garbage or trash shall be dumped on any tract within the subdivision which has been sold or designated for residential use. The Committee heretofore referred to shall have the privilege at any time or times, as they see fit, of having the premises cleaned to comply with this restriction, and the Grantee agrees that any reasonable expense incurred in doing the same shall be paid by him, his heirs, or assigns.

VIII.

With reasonable diligence, and in all events within twelve (12) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.

IX.

That all sewage disposal systems constructed on said property shall be of the septic tank and field drain type as recommended by the Texas State Health Department. Same being constructed and maintained by Grantee in accordance with the standards and regulations required by the regulatory agency.

X.

No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance.

XI.

No livestock or fowl shall be kept on such property. All dogs and cats are to be kept under fence or leash. Dogs or cats caught running free will be eliminated.

XII.

The restrictive covenants and use limitations herein provided for on such lots are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such property, including the right to acquire title to such property by contract or otherwise, of said land whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel of said land, including any person procuring the right by contract to acquire title to any lot, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations thereon.

XIII.

Any violation, or attempted violation, of any of the foregoing restrictions may be enjoined by the Grantor herein, or any person owning any of the lots in said addition and damages may be recovered for the breach of any restrictions, but it is understood that the breach, or attempted breach, of any of the restrictions, conditions or covenants herein contained, shall not forfeit or cause forfeiture or reversion of the title of any of the property covered herein.

XIV.

Long Properties, Ltd., as the owner of said land or of any unsold tracts therein, or its assigns, shall have the right to amend, add to, or revoke these restrictive covenants, in whole or in part, as to any unsold lots at any time when, in its sole judgment, such change is required.

XV.

No discharging of firearms will be permitted except in the case of self-defense. No Hunting of any kind will be permitted or tolerated on such lots or on surrounding property.

I, Jim R. Long, Individually and as General Partner of Long Properties, Ltd. and Trustee of The Jim R. Long and Gary A. Long Irrevocable Trust, file The Declarations of Restrictions for Indian Hills Subdivision on this 23 day of June 1996 to be recorded and filed in Jim Wells County, Alice, Texas.

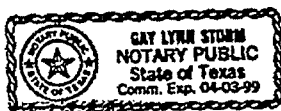

Jim R. Long

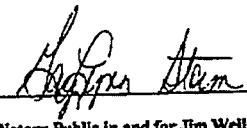
THE STATE OF TEXAS

COUNTY OF JIM WELLS

BEFORE ME, the undersigned authority, on this day personally appeared JIM R. LONG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, this 25th day of November 1996.




Notary Public in and for Jim Wells County, Texas

304856

FILED FOR RECORD
AT 2:35 O'CLOCK P. M.

NOV 25 1996

ARNOLDO GONZALEZ
Clerk, County Court, Jim Wells County, Texas
By *[Signature]* Deputy

7.00 fee
3.00 imp
10.00 pd

Return:

Beverly Long
P.O. Box 52
Gardnerville, NV
89383

THE STATE OF TEXAS COUNTY OF JIM WELLS	I, ARNOLDO GONZALEZ, County Clerk, in and for said County, do hereby certify that the foregoing instrument with its certificate of authentication, was filed for record in my office, the 25th day of November, 19 96, at 2:35 o'clock P. M., and duly Recorded the 26th day of November, 19 96, at 10:16 o'clock A. M., in Official Records of said County in Vol. 610 on Pages 416-419. WITNESS My Hand and Seal of Office in Alice, Texas, the day and year last above written. By <i>Mary Saenz</i> (LS), Deputy ARNOLDO GONZALEZ Clerk, County Court, Jim Wells County, Texas
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VOL 610 PAGE 419

319106

**Amendment to
Declaration of Restrictions
of Indian Hills Subdivision**

To amend Declaration of Restrictions of Indian Hills Subdivision of Unit I and Unit II as recorded the 26th day of November, 1996 at 10:16 A.M. in the Official Records of Jim Wells County, Texas in Volume 610 on pages 416-419.

Add Amendment XVI as follows:

XVI.

Each lot sold will be subject to an annual fee of \$115.00 for subdivision maintenance. This fee shall be paid to Indian Hills Enterprises, Inc. in January of each year or prorated for the year of purchase.

I, Jim R. Long, Individually and as General Partner of Long Properties, Ltd. and Trustee of the Jim R. Long and Gary A. Long Irrevocable Trust, file The Amendment to The Declarations of Restrictions for Indian Hill Subdivision on this 4th day of March 1999 to be recorded and filed in Jim Wells County, Alice, Texas.


Jim R. Long

THE STATE OF TEXAS

COUNTY OF JIM WELLS

BEFORE ME, the undersigned authority, on this day appeared Jim R. Long, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th
day of March 1999.




Notary Public in and for Jim Wells County, Texas

VOL 676 PAGE 593

319106

FILED FOR RECORD
AT 11:15 O'CLOCK

MAR 5 1999

RUBEN SANDOVAL

County Clerk, Jim Wells County, Texas

300 rec
500 rmp pl
+ return:

Jim Long
Box 28
Sandwich, TX

78383

THE STATE OF TEXAS
COUNTY OF JIM WELLS

I, RUBEN SANDOVAL, County Clerk, in and for said County, do hereby
certify that the foregoing instrument with its certificate of authentication, was filed for record in my office, the

5th day of March, 19 99, at 11:15 o'clock A. M., and duly Recorded the

8th day of March, 19 99, at 9:38 o'clock A. M., in Official Records of

said County in Vol. 676 on Pages 593-594

WITNESS My Hand and Seal of Office in Alice, Texas, the day and year last above written.

By [Signature] (S) Deputy

RUBEN SANDOVAL
Clark, County Court, Jim Wells County, Texas

VOL 676 PAGE 594

329392

**Amendment to
Declaration of Restrictions
of Indian Hills Subdivision**

To amend Declaration of Restrictions of Indian Hills Subdivision of Unit I and Unit II as recorded the 26th day of November, 1996 at 10:16 A.M. in the Official Records of Jim Wells County, Texas in Volume 610 on pages 416-419 and also Declaration of Restrictions of Indian Hills Subdivision of Unit II-G as recorded the 9th day of March, 1999 at 9:30 A.M. in the Official Records of Jim Wells County, Texas in Volume 676 on pages 787-790.

Recorded Amendment I is as follows:

I.

There shall be permitted one, and only one, single family residence on each lot and to be constructed of new materials in a good and workmanlike manner to the end that the same will present a neat and attractive appearance in the area thereof; all dwellings shall be of new construction and no dwelling exclusive of open porches, garages, carports and patios shall be permitted that has less than 2000 square feet of living area. No commercial enterprise or business shall ever be conducted on premises. This structure must be brick veneer or equal construction.

Revise Restriction I as follows:

I.

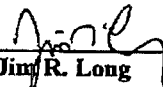
There shall be permitted one, and only one, single family residence on each lot and to be constructed of new materials in a good and workmanlike manner to the end that the same will present a neat and attractive appearance in the area thereof; all dwellings shall be of new construction and no dwelling exclusive of open porches, garages, carports and patios shall be permitted that has less than 2000 square feet of living area. No commercial enterprise or business shall ever be conducted on premises. This structure must be brick, rock, or stucco; no other concrete laminates, facings, or sidings will be permitted.

Add Amendment XVII as follows:

XVII.

No Parking of commercial vehicles, agricultural, or other business related implements on any lot.

I, Jim R. Long, individually and as General Partner of Long Properties, Ltd. and Trustee of the Jim R. Long and Gary A. Long Irrevocable Trust, file The Amendments to The Declarations of Restrictions for Indian Hill Subdivision on this 20th day of July 2000 to be recorded and filed in Jim Wells County, Alice, Texas.


Jim R. Long

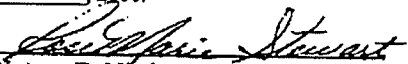
THE STATE OF TEXAS

COUNTY OF JIM WELLS

BEFORE ME, the undersigned authority, on this day appeared Jim R. Long, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of July, 2000.




Notary Public in and for Jim Wells County, Texas

329392

FILED FOR RECORD
AT 2:15 O'CLOCK, P. M.

JUL 20 2000

RUBEN SANDOVAL
County Clerk, Jim Wells County, Texas
By *[Signature]* Deputy

②

500 REC

500 RMP

PD & Rtn

Long Properties Ltd

PO Box 28

Sandoz, Texas

78383

THE STATE OF TEXAS
COUNTY OF JIM WELLS

I, RUBEN SANDOVAL, County Clerk, do hereby certify that the foregoing instrument with its certificate of authentication, was filed for record in my office, the

20th day of July, 2000, at 2:15 o'clock P. M., and duly Recorded the

21st day of July, 2000, at 9:54 o'clock A. M., in Official Records of

said County in Vol. 724 on Pages 520-522.

WITNESS My Hand and Seal of Office in Alice, Texas, the day and year last above written.

By *[Signature]* (L.S.) Deputy

RUBEN SANDOVAL
Clerk, County Court, Jim Wells County, Texas

VOL. 724 PAGE 522

159102

**Amendment to
Declaration of Restrictions
of Indian Hills Subdivision**

This Amendment to Declaration of Restrictions of Indian Hills Subdivision is entered into by Long Properties, Ltd.

Recitals

The Declaration of Restrictions of Indian Hills Subdivision (the "Declaration") as recorded on the 26th day of November, 1996 and as recorded on the 9th day of March, 1999 and as recorded on the 15th day of January, 2003 in the Official Records of Jim Wells County, Texas in Volume 610 Pages 416-419 and in Volume 676 Pages 787-790, 795-802 and in Volume 809 Pages 818-825.

Article XIV of the Declaration gives Long Properties, Ltd. the right to amend the covenants as to any unsold lots at any time.

NOW THEREFORE, Long Properties, Ltd. hereby amends the Declarations as it applies to all unsold lots held and owned by Long Properties, Ltd., as follows:

Article XVI of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

"XVI"

Each lot sold will be subject to an initial annual fee of \$115.00 to be used for subdivision maintenance, amenities and costs. This fee shall initially be paid to Indian Hills Enterprises, Inc. in January of each year, or prorated for the year of purchase. Indian Hills Enterprises, Inc. may at any time assign its right to receive such fee to an incorporated owner's association to be established whose members shall include some or all of the owners of lots within the Indian Hills Subdivision. The board of directors of the owner's association may increase the annual fee to be paid by each lot owner, without a vote of the members of the association, by an amount not to exceed ten percent (10%) of the previous year's fee. Any fee increase for any year in excess of ten percent (10%) above the previous year's fee shall require a majority vote of the members of the association pursuant to the procedures set out in the articles of incorporation and bylaws of the association.

"The payment of the annual fee shall be secured by an express lien in favor of the owner's association, which lien is hereby granted, placed and imposed upon each lot in the subdivision which is subject to such fee. Said lien may be foreclosed in the same manner as a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then

or who has theretofore been the owner of the property affected thereby. Said lien shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure the purchase price of the subject property or any part hereof, or given to any bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purpose of making repair or constructing dwellings or any other improvements whatsoever on any portion of the subject property, or acquiring any note or other evidence of indebtedness previously made for any such purpose."

IN WITNESS WHEREOF, this Amendment to Declaration of Restrictions of Indian Hills Subdivision was executed this 19 day of July, 2004, to be filed and recorded in Jim Wells County, Alice, Texas.

Long Properties, Ltd.

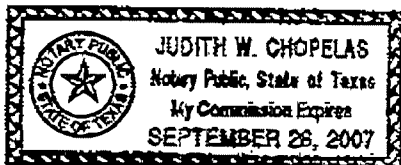
By: Long Properties Management, L.L.C.,
General Partner

By: [Signature]
Jim R. Long, President

THE STATE OF TEXAS

San Patricio
COUNTY OF ~~JIM WELLS~~

This instrument was acknowledged before me on the 19 day of July, 2004, by Jim R. Long, President of Long Properties Management, L.L.C., General Partner of Long Properties, Ltd., a limited partnership, on behalf of said company and partnership.



Judith W. Chopelas
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF JIM WELLS

I, RUBEN SANDOVAL, County Clerk, do hereby

certify that the foregoing instrument with its certificate of authentication, was filed for record in my office, the

19th day of July, 2004, at 3:10 o'clock P. M., and duly Recorded the

20th day of July, 2004, at 10:30 o'clock A. M., in Official Records of

said County in Vol. 871 on Pages 103-105.

WITNESS My Hand and Seal of Office in Alice, Texas, the day and year last above written.

By Bea Thompson Deputy

RUBEN SANDOVAL

Clerk County Court, Jim Wells County, Texas

VOL 871 PAGE 105

389142

FILED FOR RECORD
AT 5:10 O'CLOCK P. M.

JUL 19 2004

RUBEN SANDOVAL
County Clerk, Jim Wells County, Texas

\$15.00 pd.

Jim Henry
P.O. Box 22

Bandia M
74282