

10145

DECLARATION OF RESTRICTIONS OF INDIAN HILLS SUBDIVISION

Being 63.23 Acres, called Unit IV, as recorded in Volume 10, page March 5, dated February 5, 1999 in Map Records, Jim Wells County, Texas, 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 2.0 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 1800 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
2. Bob Owens

3. Beverly Long
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 hereinabove 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. That all water wells constructed on such property, by the grantee, shall be in accordance with the Rules and Regulations mandated by the TNRCC (Texas Natural Resource Conservation Commission).

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 to 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.

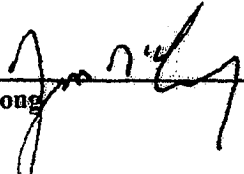
XV.

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.

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 Declarations of Restrictions for Indian Hills Subdivision on this _____ day of _____ 19____ to be recorded and filed in Jim Wells County, Alice, Texas.



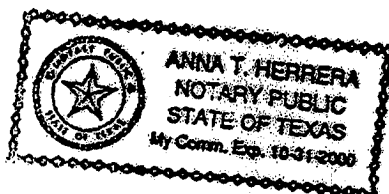
Jim R. Long

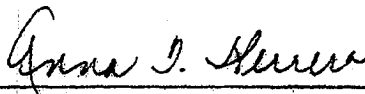
THE STATE OF TEXAS

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 8th day of March 1999.





Notary Public in and for Jim Wells County, Texas

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

8th day of March, 1999, at 11:59 o'clock A. M., and duly Recorded the

9th day of March, 1999, at 9:32 o'clock A. M. in Official Records of

said County in Vol. 676 on Pages 795-798.

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

By Mary Sue (L.S.), Deputy

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

VOL 676 PAGE 798

4
700 Dec
500 R m P
pd a R m P
Jimmie
RUBEN SANDOVAL
County Clerk, Jim Wells County, Texas
By [Signature] Deputy

FILED FOR RECORD
AT 11:59 O'CLOCK 2 M.

MAR 8 1999

319145

DECLARATION OF RESTRICTIONS OF INDIAN HILLS SUBDIVISION

Being 13.89 Acres, called Unit V, as recorded in Volume 10, page 1, dated ^{MARCH} February 7, 1999 in Map Records, Jim Wells County, Texas, 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 sec, Deed Records, Jim Wells County, Texas. Also being out of the "Casa Blanca" Juan Jose De La Garza Grant, Abstract 296, situated about 2.0 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 1800 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 and 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 hereinabove 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. That all water wells constructed on such property, by the grantee, shall be in accordance with the Rules and Regulations mandated by the TNRCC (Texas Natural Resource Conservation Commission).

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 to 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.

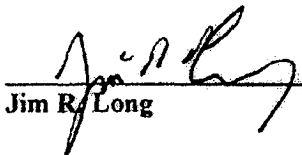
XV.

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.

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 Declarations of Restrictions for Indian Hills Subdivision on this _____ day of _____ 19____ to be recorded and filed in Jim Wells County, Alice, Texas.



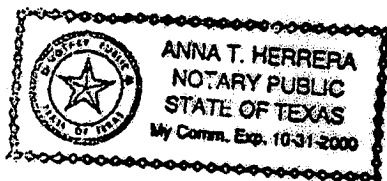
Jim R. Long

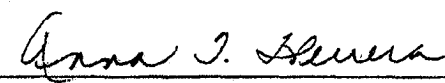
THE STATE OF TEXAS

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 8th day of March 1999.





Notary Public in and for Jim Wells County, Texas

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

8th day of March, 19 99, at 11:59 o'clock A. M., and duly Recorded the

9th day of March, 19 99, at 9:34 o'clock A. M., in Official Records of

said County in Vol. 676 on Pages 799-802.

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

By Mary Saenz (LS), Deputy

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

VOL 676 PAGE 802

700 Rec
500 Rec
Pd 4 Rec
Jim Saenz

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

FILED FOR RECORD
AT 11:59 O'CLOCK A. M.
MAR 8 1999

319146

DECLARATION OF RESTRICTIONS
OF INDIAN HILLS SUBDIVISION

Being out of plat showing 214.46 Acres, called Unit VI and Unit VIII, as recorded in Volume 10, page 67, dated January 14, 2003 in Map Records, Jim Wells County, Texas, out of the same property conveyed by Grace M. Long to Long Properties, Ltd. of record in Vol. 574, Pages 265-268, Deed Records of Jim Wells County, Texas. Also being out of the "Casa Blanca" Juan Jose De La Garza Grant, Abstract 296, situated about 2.0 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 1800 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 laminares, facings, or sidings will be permitted. No unattached structures will be allowed unless approved prior to 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, watercrafts, 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. All structures must be 35 feet from said property line at front (street side) and 10 feet from said property lines on all other sides. 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. During new construction on said lots, builders may erect their sign for direction for suppliers and contractors; signs must be removed upon completion.

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 hereinabove 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. That all water wells constructed on such property, by the grantee, shall be in accordance with the Rules and Regulations mandated by the TNRCC (Texas Natural Resource Conservation Commission).

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.

XVI.

Each lot sold will be subject to an annual fee of \$118.00 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.

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 Declarations of Restrictions for Indian Hills Subdivision on this 14th day of JANUARY 2003 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 14th day of JANUARY 2003.

Margo G. Nino
Notary Public in and for Jim Wells County, 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

14th day of January, 2003, at 11:55 o'clock A. M., and duly Recorded the

15th day of January, 2003, at 9:32 o'clock A. M., in Official Records of

said County in Vol. 809 on Pages 818-821

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

By D. Gonzalez (TS) Deputy

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

VOL 809 PAGE 821

*Long Report two
page 28
Sandoval 1/18/03
(2)*

Ruben Sandoval

JAN 14 2003

FILED FOR RECORD
JAN 14 2003

Noted

01/14/03

347112

DECLARATION OF RESTRICTIONS OF INDIAN HILLS SUBDIVISION

Being out of plat showing 214.46 Acres, called Unit VII and Unit IX, as recorded in Volume 10, page 51, dated January 14, 2003 in MCO Records, Jim Wells County, Texas, out of the same property conveyed by Grace M. Long to Long Properties, Ltd. of record in Vol. 374, Pages 265-268, Deed Records of Jim Wells County, Texas. Also being out of the "Casa Blanca" Juan Jose De la Garza Grant, Abstract 296, situated about 2.0 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, rock, or stucco; no other concrete laminates, facings, or sidings will be permitted. No unattached structures will be allowed unless approved prior to 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, watercrafts, 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. All structures must be 15 feet from said property line at front (street side) and 10 feet from said property line on all other sides (excluding water side). 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. During new construction on said lots, builders may erect their sign for direction for suppliers and contractors; signs must be removed upon completion.

VII.

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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. That all water wells constructed on such property, by the grantee, shall be in accordance with the Rules and Regulations mandated by the TNROC (Texas Natural Resource Conservation Commission).

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.

XVI.

Each lot sold will be subject to an annual fee of \$113.00 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.

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 Declarations of Restrictions for Indian Hills Subdivision on this 14th day of JANUARY, 2003 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 14th day of JANUARY, 2003.

MARGO G. NINO
Notary Public in and for Jim Wells County, 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

14th day of January, 2003, at 11:55 o'clock A. M., and duly recorded the

15th day of January, 2003, at 9:34 o'clock A. M. in Official Records of

Said County in Vol. 809 on Pages 822-825

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

RUBEN SANDOVAL

Clerk, County Court, Jim Wells County, Texas.

By D. Gonzalez (T.S.) Deputy

VOL. 809 PAGE 825

Handwritten:
You see
300 long pd
Xing the parties
(2)

Stamp:
JAN 14 2003
RUBEN SANDOVAL
CLERK
FOR RECORD
9:34 O'CLOCK A.M.

Handwritten:
JAN 14 2003

Stamp:
68-110

**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 813-825.

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.

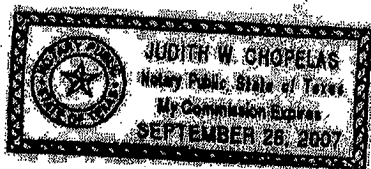
By: Long Properties Management, L.L.C.,
General Partner

By: [Signature]
Jim R. Long, President

THE STATE OF TEXAS

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.



[Signature]
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 Page 103-105

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

By Bee Sharp Deputy

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

VOL 871 PAGE 105

\$15.00 pd.
Jim Hong
PC. Facit &
Escandina N
7-28-05

RUBEN SANDOVAL
Clerk

AUG 11 2004

FILED FOR RECORD
3:10 O'CLOCK P. M.

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**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 and as recorded the 21st day of July, 2000 and as recorded the 20th day of July, 2004 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 and in Volume 724 Pages 520-525 and in Volume 871 Pages 103-105.

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

"X"

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. All Structures must be 35 feet from said property line at front (street side) and 10 feet from said property line on all other sides (excluding water side). No fence or wall shall be erected on any lot nearer to its front (street side) of the dwelling unless similarly approved. Neither the Committee nor any member of the Committee shall have any liability to any owner of any lot or any other party for any reason based on the actions taken pursuant to these Declarations, and all owners of the all lots hereby expressly waive and relinquish any claims or causes of action against the Committee, its members, agents and/or representatives for actions taken under any of those Declarations.

The Architectural Control Committee is composed of:

1. Jim R. Long
2. Beverly Long

IN WITNESS WHEREOF, this Amendment to Declaration of Restrictions of Indian Hills Subdivision was executed this 20 day of November, 2008, to be filed and recorded in Jim Wells County, Alice, Texas.

Long Properties, Ltd.

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

By: Jim R. Long, President

THE STATE OF TEXAS

COUNTY OF JIM WELLS

This instrument was acknowledged before me on the 20 day of November, 2008, 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.

Kathleen Vanecko

Notary Public, State of Texas

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Page 1
1000 811

**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 and as recorded the 21st day of July, 2000 and as recorded the 20th day of July, 2004 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 and in Volume 724 Pages 520-525 and in Volume 871 Pages 103-105.

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.

"Long Properties, Ltd. covenants and establishes for each lot owned at the time of this amendment within the property, and each owner of any such lot by acceptance of a deed and conveyance of such lot, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay the annual fee provided for above. The annual fee together with reasonable attorney's fees incurred in collection of such annual fee shall be a charge and personal obligation of the owner in question and shall constitute a continuing lien upon the lot. Such lien shall be for the benefit of Long Properties Ltd., Indian Hills Enterprises, Inc. and/or an owner's association for the property or their assignees, and any of such entities may bring an action at law against the owner of a lot personally obligated to pay the annual fee, or foreclose the lien securing payment of the annual fees against the lot. The power of sale and foreclosure of such lien shall be exercised as a contract lien as provided in Section 51.002 of the Texas Property Code, or any successor law or code. By written resolution, the beneficiary and holder of such lien may appoint a trustee to exercise the power of sale. The holder of the lien shall have the power to bid at the trustee's foreclosure sale and to acquire, hold and convey the foreclosed lot. 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 20th day of January, 2008, 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

COUNTY OF JIM WELLS

This instrument was acknowledged before me on the 20th day of January, 2008, 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.

[Signature]
Notary Public, State of Texas

(2)

STATE OF TEXAS
COUNTY OF JIM WELLS
Notary Public, State of Texas

Notary Public, State of Texas

Notary Public, State of Texas

Notary Public, State of Texas

Notary Public, State of Texas

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