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1985 JUL -8 PM 1:51

AMENDED
INDIAN HILLS ESTATES RESTRICTIONS
INDIAN HILLS ESTATES - UNIT II

ROSIE BOSENBURY
COUNTY CLERK COMAL COUNTY

BY DMW
\$9.00 PD

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COMAL

THAT WHEREAS, Happy Jack Ranch, Inc., is the owner of all of that certain real property located in Comal County, Texas, described as all the lots comprising Unit II, Indian Hills Estates Subdivision, according to a plat thereof recorded in Volume 8, Pages 156-158, of the Plat Records of Comal County, Texas; and

WHEREAS, said Happy Jack Ranch, Inc., did previously record certain Restrictions in Vol. 455, Pages 230-33, of the Official Real Property Records of Comal County, Texas, and now wishes to vacate said Restrictions and substitute therefor the following Restrictions to cover all lots contained in Unit II, Indian Hills Estates Subdivision;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value of the property and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof:

1. All lots except 141, 142, 143, 144, and 231, which shall be for commercial use, shall be used solely for residential purposes and only one single family residence constructed or placed on the lot in accordance with these restrictions shall be permitted on any lot in the subdivision.

2. No building, mobile home, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Under ordinary topographical circumstances, all residences, mobile homes and fences will be required to be set back thirty (30) feet from roadways bordering the lot, and all mobile homes must be placed within 10 1/2 of parallel to the street. Garages, carports and decks will be required to be set back 25 feet from the roadways bordering the lot unless variance is granted by the Architectural Control Committee because of topography. No building or mobile home shall be placed within 10 feet of the side or rear line of any lot, unless variance is granted by the Architectural Control Committee because of topography. Any deviation from this must first be approved in writing by the Architectural Control Committee. In the case of corner lots, placement and set-back of all mobile homes must be approved in advance by the Architectural Control Committee. Said Architectural Control Committee shall initially be composed of Ronald R. Flake, Dewey Smith and Elfriede Koehle. After December 31, 1986, the Architectural Control Committee shall be elected by a majority of the members of the Indian Hills Estates Property Owner's Association, which is comprised of lot owners of Indian Hills Subdivision. A majority of the committee may designate a member to act in its behalf. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor or any two of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be set out in writing and in the event the committee or its designated representative fails to approve or disapprove plans within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be fully complied with.

3. No building, other than one new single family residence or one modern, factory built mobile homes less than five (5) years old, each containing

not less than 650 square feet, exclusive of open or screen porches, breezeways, carports, garages and patios shall be erected, stored or constructed on any lot and no garage, storage room or other outbuilding may be erected except simultaneously with or subsequent to erection of a residence or placement of a mobile home. All buildings must be completed not more than six months after laying foundations. All buildings and mobile homes must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove frame, wheels, posts and piers, (except those supporting raised porches) from outside view. All mobile homes must be underpinned and fully skirted within sixty (60) days after placement on lot. Servants' quarters and guest houses may be constructed to the rear of a permanent residence.

4. No material of any kind shall be placed or stored on any lot except for construction materials after construction of a permanent building has begun. Grantor may notify Grantee by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, Grantor may remove said material from the property, dispose of such materials, and charge Grantee with removal and disposition costs, and Grantor shall have no liability to Grantee by virtue of the exercise of such right to removal.

5. No tent, garage, barn, motor home, camper, trailer or other outbuilding erected or placed on a lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that camping trailers with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building or placement of a mobile home on the lot, but may not be left on the lot longer than seventeen (17) consecutive days prior to completion of construction or placement of a mobile home on the lot. On written application by a lot owner, the Architectural Control Committee may grant variances from this restriction for good cause.

6. No outside toilet shall be installed or maintained on any lot and all plumbing shall be connected with a sanitary sewer or septic tank approved by the Comal County Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the Architectural Control Committee. No owner shall be required to maintain a lot prior to placement of a mobile home or construction of a residence on the lot. All lots containing a residence or mobile home shall be suitably maintained and mowed to preserve the beauty of the subdivision.

The Indian Hills Estates Property Owners Association shall have the right, after ten days written notice to the lot owner by U.S. Certified Mail, to correct any violation of this restriction by cleaning or mowing the lot, and removing trash therefrom and charge the lot owner with the costs of such maintenance, which charge shall operate as an additional maintenance lien against the lot. The Indian Hills Estates Property Owners Association shall have no liability to the lot owner for trespass or for the property removed as necessary to clean the lot.

7. No noxious, offensive, unlawful, immoral or commercial use shall be made of any lot or tract.

8. No livestock of any kind shall be raised, bred, or kept on any lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are not allowed to run loose in the subdivision, and do not create a nuisance in the subdivision by creating excessive noise or odors.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage shall be located on any lot, and no heavy equipment, dump truck, material (except material to be used in construction of the residence of the lot) or non-operation automobiles shall be stored on (or parked in the roadway in front of) any lot.

10. All outdoor lighting must be operated by manual switches and shaded when necessary to prevent excessive glare on other lots in the subdivision.

11. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) percent of the lots as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or part at any time after the developer has sold over 60% of the lots in the subdivision. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.

12. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate the restriction with respect to future violations of that restriction.

13. No sign of any kind shall be displayed to the public view of any vacant lot. On lots containing a residence (or during construction of a residence) there will be permitted one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. If any lot owner, his tenants, guests or assigns shall violate any of the covenants herein, it shall be lawful for the Indian Hills Estates Property Owner's Association and person or persons owning any lot in the 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 enjoin him or them from doing so or to recover damages, plus court costs and attorney's fees, for such violations.

15. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor, heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot owners therein.

16. In addition to the covenants, restrictions and reservations stated above, each lot shall be subject to a water assessment of \$650.00 for the purpose of installing a water system to bring water to the lot. Said water assessment shall be due and payable to Happy Jack Water Company or its assigns on or before six (6) months after the lot is conveyed by Happy Jack Ranch, Inc., and shall be secured by a lien on the lot. Connection Fee: actual cost of installation of meter.

17. An assessment of \$3.00 per month is hereby assessed against each lot owner in the subdivision, regardless of the number of lots owned by a lot owner (either a single person or husband and wife owning jointly), each lot owner shall be liable only for one \$3.00 per month assessment. Such assessment shall be due and payable to the Indian Hills Estates Property Owner's Association, and shall be paid annually in advance. This assessment shall be secured by a lien on the lot, which can be judicially foreclosed and the assessment is six months delinquent. All costs of suit, including attorney's fees, shall be paid by the delinquent lot owner.

18. A five-foot utility easement is hereby reserved unto Happy Jack Ranch, Inc., being five feet inside the front, back and side lines of each lot.

EXECUTED this 5TH day of July, 1985.

HAPPY JACK RANCH, INC.

By Ronald R. Flake
RONALD R. FLAKE PRESIDENT
Carol Miller

STATE OF TEXAS

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COUNTY OF BEXAR

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This instrument was acknowledged this 5th day of July, 1985, by Ronald R. Flake, President of Happy Jack Ranch, Inc., a Texas Corporation, on behalf of said corporation.

Virginia C. Connolly
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Virginia C. Connolly

My Commission Expires: 10-29-88

STATE OF TEXAS

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COUNTY OF BEXAR

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This instrument was acknowledged this 5th day of July, 1985, by Carol Miller.

Virginia C. Connolly
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Virginia C. Connolly

My Commission Expires: 10-29-88

AFTER RECORDING, RETURN TO:

Mr. Ronald R. Flake
Adams & Flake
1001 Pat Booker Road, Suite 200
Universal City, Texas 78148