

ORDINANCE No. 19

AN ORDINANCE SETTING FORTH THE ANNEXATION OF THE SUBDIVISION NAMED "INDIAN LAKE EAST" AND ACREAGE ADJACENT THERETO LOCATED ON HENDERSON ROAD BETWEEN THE CANAL AND "INDIAN LAKE EAST" AND LOCATED IN THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF INDIAN LAKE.

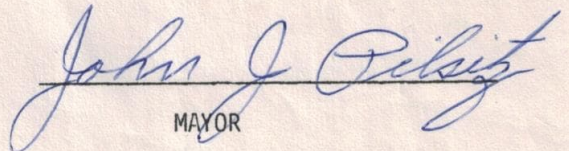
WHEREAS, the Board of Aldermen of the Town of Indian Lake have been petitioned by the owners of aforesaid properties for annexation to the Town of Indian Lake:

NOW THEREFORE: BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF INDIAN LAKE THAT:

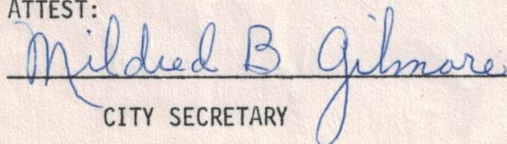
The Subdivision known as Indian Lake East, having met all requirements set up under Ordinance No. 11 of the Town of Indian Lake be annexed under existing Covenants, Conditions and Restrictions.

BE IT FURTHER ORDAINED that the adjacent property owned by Charlotte Kuppinger Calhoun is hereby annexed, which consists of agriculture acres.

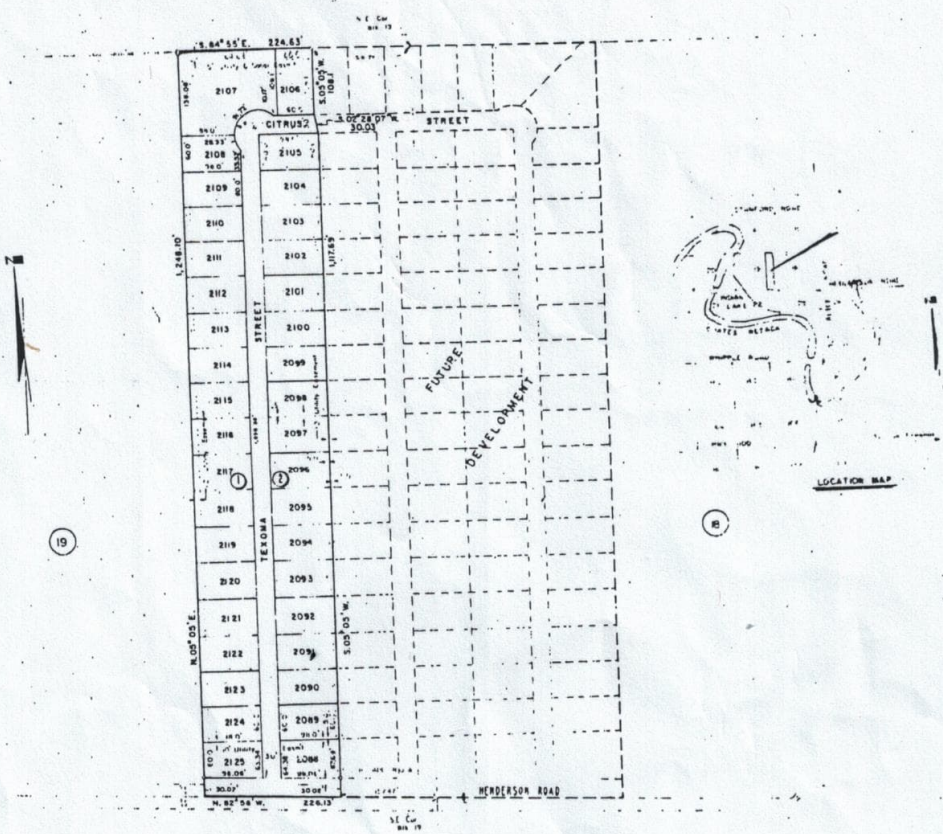
Passed and approved this 23rd of July, 1980.


MAYOR

ATTEST:


CITY SECRETARY





#17187

INDIAN LAKE EAST SUBDIVISION
 BEING A SUBDIVISION OF 6.492 ACRES
 OUT OF BLOCK 19, THOMSON TRACT
 SUBDIVISION, CAMERON COUNTY, TEXAS

Scale: 1"=100' May 15, 1990

Harvey Riley *Paul A. Hest*

John J. Politt *Michael B. Ghan*

Hugh H. Riley By: *Grant Tapp* (6-9-90)

FILED IN OFFICE this the 9th day of June, 1990.
[Signature]

JUNE 11 1990
 JUNE 11 1990

Joe A. Rivers

Cynthia J. Jones

168-B

DEED RECORDS

20753

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VOL 1203 PAGE 743

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CAMERON

THAT WHEREAS, George Briley and Fred G. Holden, herein after called the Declarants, are the owners of all that certain real property located in Cameron County, Texas, to be recorded on a plat known as Indian Lake East Subdivision, being a subdivision of 19.994 acres being 8.951 acres out of Block 18, 11.043 acres out of Block 19, Tomson Tract Subdivision, Cameron County, Texas as recorded and further described in Cabinet 1, Page 168B, in the Cameron County Map and Plat Records.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth:

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 and desirability of, 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. "Owner" shall mean and refer to the record owners whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there will be placed a mobile home, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
2. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto.
3. "Lot" shall mean and refer to that portion of any lot, plots of land shown upon the plat and subdivision map recorded in Cabinet 1, Page 168B of the Map and Plat Records of Cameron County, Texas, on which there is or will be put a mobile home. The term Lot shall not include any common area nor any other reserves shown on the said map or plat.
4. "Declarant" shall mean and refer to George Briley and Fred G. Holden, their successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purposes of development.

5. Declarants shall designate and appoint the building official of the Town of Indian Lake, subject to the approval and authorization of the Board of Aldermen of the Town of Indian Lake, as said building official to act in the capacity herein stated in and for this subdivision.

6. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall be submitted to, and approved in writing, nor shall any trailer or mobile home be placed on any lots of the Indian Lake East Subdivision unless the same shall also be approved in writing by the building official so as to harmony of external design and location in relation to surrounding structures and topography.

7. In the event any owner of any lot shall fail to maintain the premises and improvements situated thereon in neat and orderly manner, the developer or the building official shall have the right, through its agents and employees, to enter upon said lot and repair, maintain, and restore the lot and exterior of the buildings and any other improvements erected thereon, all at the expense of owner.

8. All lots shall be used for residential purposes only, except for lots 2010, 2048, 2049, 2088, 2125 of the subdivision herein described which will be designated as commercial lots.

9. No building shall be erected, altered, placed, or permitted to remain on any lot nor shall any trailer or mobile home be moved or placed on any lot if it does not comply with ordinance number 0001, 0001a and 0001b or any other building ordinances of the Town of Indian Lake, hereinafter referred to as "building Ordinances" and any amendments, consolidation or replacement thereof pursuant to repeal and amendment.

10. The building ordinances of the Town of Indian Lake shall be the criteria under which the building official shall give his approval of any mobile home placed on any lots and of any building, fence, wall, or other structure that is commenced, erected or maintained upon the properties.

11. This subdivision is a mobile home subdivision and other than as provided in the building ordinances no mobile home will be permitted to be placed on any of the lots herein unless it be of the minimum size of 12 x 40 or as otherwise provided for in the building ordinances.

12. None of said lots shall be resubdivided in any fashion except that any person owning two or more adjoining lots may subdivide or consolidate such lots into residential sites, with the privilege of constructing improvements as permitted and allowed herein on each resulting residential site, provided that such subdivision or consolidation does not result in the violation of the criteria as set out in the building ordinances.

13. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the owner situated in any such easement.

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. No structure of a temporary character, trailer, mobile home, tent, shack, garage, portable building, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently unless it is a trailer or mobile home and approved by the building official as provided herein.

16. No signs of any character shall be allowed on any lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the sale of residences within the subdivision shall have the right, during construction and sales period, to construct and maintain its facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, storage areas, and model units.

17. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and they are not allowed to run loose or at large.

19. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points twenty-five feet from their intersection, or, in the case of a rounded corner from the intersection of the curb lines as extended. The same sight line limitation shall apply on any lot within ten feet of the intersection of a street curb line and the edge of a

driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

20. No truck, bus or trailer shall be left parked in the street in front of any lot except for construction and repair equipment while the lot is being improved or residences repaired in the immediate vicinity.

21. No professional, business or commercial activity to which the general public is invited shall be conducted on any lot other than on the lots designated hereinabove as commercial lots.

22. All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Cabinet 1, Page 168B of the Map and Plat Records of Cameron County, Texas. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

23. The Declarant, or any owner, or the Town of Indian Lake, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

24. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

25. The covenants, conditions, and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Declarant or the owner of any lot subject to this declaration, or the town of Indian Lake, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty years from the date this declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years. The covenants, conditions, and restrictions of this declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the lot owners; during any succeeding ten year period, the covenants, conditions and restrictions of this declaration may be amended during the last year of any such ten year period by an instrument signed by not less than seventy-five percent of the lot owners. No

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amendment shall be effective until recorded in the records of Cameron County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant this 5th day of June, 1980.

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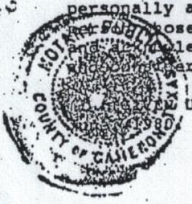
George Briley
GEORGE BRILEY

Fred G. Holden
FRED G. HOLDEN

STATE OF TEXAS X
COUNTY OF CAMERON X

50729

BEFORE ME the undersigned authority on this day personally appeared GEORGE BRILEY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

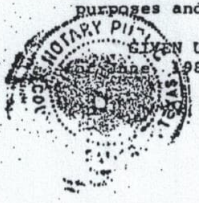


GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day

[Signature]

STATE OF TEXAS X
COUNTY OF CAMERON X

BEFORE ME the undersigned authority on this day personally appeared FRED G. HOLDEN 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.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day

[Signature]

A. C. Miller
P. E. Elizalde
8102, TX
PO Box 2151

132

20753

FILED FOR RECORD
AUG 21 8 39 AM '80
DOE O. KYLE
COUNTY CLERK
CAMERON COUNTY TEXAS



STATE OF TEXAS
COUNTY OF CAMERON
I hereby certify that this instrument was FILED AS OF
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORD
of Cameron County, Texas as stamped hereon by me.



J. S. Rivera
County Clerk
Cameron County, Texas

AUG 22 1980

