

73587

84

J.B. BELIN, JR., TRUSTEE

73587

TO THE PUBLIC

STATE OF TEXAS
COUNTY OF LEON

SECTION I

WHEREAS, J.B. BELIN, JR., TRUSTEE, hereinafter called "Developer" is the record owner of all the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as HILLTOP LAKES, Section One a subdivision in Leon County, Texas, according to the map or plat of such subdivision filed for record in the Office of the County Clerk of Leon County, Texas, on the 22nd day of June 1952, and recorded in Volume 1, Page 129, of the Map Records of Leon County, Texas, reference to which map or plat and the said record thereof being hereby made for all purposes:

NOW, THEREFORE, that J.B. Belin, Jr., Trustee, does hereby dedicate said property in accordance with the dedication appearing upon said map and agrees that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations, and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, successors and assigns; and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth:

1. None of said lots or improvements erected thereon shall be used for anything other than private residential purposes.

2. No tent, lean-to, shack or other temporary structure of any character shall be constructed on any of said lots. No structure, other than a single residence, designed and constructed for use by single family, together with such servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling, shall be constructed on any lot, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residences on separate lots be advertised for use or used as hotel, tourist cottages or as places of abode for transient persons, nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon.

3. In no event shall any dwelling be erected on any said lots or the plans approved therefor having a floor area of less than one thousand (1000) square feet, exclusive of garages or other appendages, on lots which are non-waterfront lots, and twelve hundred (1200) square feet on waterfront lots.

Non waterfront lots shall consist of 55% brick construction and have wood shingled or composition roof and shall be erected on concrete slab foundation.

Waterfront lots shall consist of 55% brick construction and have wood shingled roofs and shall be erected on concrete slab foundation. In

Addendum to Page 1, Section I (continued)

§ 5

the event of split level construction, all dwellings in Section I must be approved by the architectural committee. All improvements or additions to same shall be substantially and safely constructed, painted, and kept in good repair; and all lots shall be kept in a clean and sanitary condition.

86

4. No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by an Architectural Control Committee as to quality of workmanship and materials, and external design with existing structures, and as to location with respect to topography and finish grade of elevation.

No fence or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line unless similarly approved.

The Architectural Control Committee is composed of J.B. Belin, Jr., J.B. Belin, Sr., and Hershel Rich. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After ten years from date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

The address of this committee is: 6700 Lyons Avenue, Houston 20, Texas.

5. No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises, with the exception of the Section II where horses may be stabled on the rear 40' of the lot.

6. No outside toilets will be permitted, and no installation of any kind of disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks into road, street, alley or public ditches, either directly or indirectly, is strictly prohibited.

7. No sign or any other advertising may be displayed on property unless approved by the Architectural Control Committee.

8. No building of frame construction on the exterior of any kind shall be erected on any of such lots unless same, at the time of construction, shall receive at least two (2) coats of paint, except in case the plans thereof shall provide for staining or other means of coloring the same, and such plans are approved as herein provided.

9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.

10. Lot owners and/or occupants, and their guests when accompanied by them, shall have the right and privilege, in common with the owners and/or occupants of lots in other sections of Hill Top Lakes, of using the lakes, park or recreational areas, and bridle paths without cost.

11. All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, his heirs, executors, administrators, successors or assigns, and upon the purchasers of said lots, for a period of thirty-five (35) years from the date this instrument is filed for record in the Office of the County Clerk of Leon County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title

87
 To seventy-five percent (75%) of the lots as shown by the records of Leon County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot shown on said plat from any restriction or covenant at the end of the first thirty-five (35) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. These restrictions may be amended as new sections are developed by the Officers of Hilltop Lakes.

12. The terms and provisions hereof shall be binding upon Developer, his heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under him, and all subsequent purchasers or owners of property in said subdivision, each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

13. The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

14. There is hereby imposed upon each residential lot in this subdivision and each such residential lot is hereby subjected to a monthly maintenance charge of \$6.50 per month, for the purpose of creating a fund to be known as HILLTOP LAKES MAINTENANCE FUND, and, except as hereinafter stated, such maintenance charge shall be paid by each lot owner to Developer, as the custodian and administrator of such fund, or to his successor custodian and administrator, in advance on the first day of each month, except, however, that the foregoing charge shall not apply to Developer as owner of or holder of title to any such lots, and such maintenance charge shall apply and begin to accrue against such lots only as and when the same are sold or leased by Developer, and except further that the foregoing maintenance charge provisions shall not apply to any lot or lots purchased by any person, firm, or corporation primarily engaged in the building and construction business for the purpose of constructing improvements on and thereafter selling the same, but upon any sale of any such lot by such builder or upon the occupancy of any such lot, whether sold or not, then such maintenance charge shall become effective and accrue against such lot or lots. It is further provided that any transfer of title to any lots by Developer to any person, firm or corporation succeeding him as "Developer" or as "Trustee" or any transfer of title by Developer, as Trustee, to his principals, shall not be deemed a sale of any such lots for the purposes of the foregoing provisions and shall not cause the foregoing maintenance charge to attach to such lots so transferred. Developer reserves the right at all times to use his own judgment and discretion as to the exemption of any lot from said maintenance charge, and the exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons at interest. It is further provided that Developer shall have the right at any time to adjust, alter or waive said maintenance charge from year to year as in his judgment the maintenance needs of the various sections of HILLTOP LAKES may require; moreover, Developer shall have the right at any time to discontinue and abandon such maintenance charge, without incurring liability to any person whomsoever, by filing a written instrument in the Office of the County Clerk of Leon County, Texas, declaring such discontinuance and abandonment.

Developer shall act as the custodian and administrator of said maintenance fund; and he shall have the right to collect, hold and expend any and all monies paid or to be paid into said Maintenance Fund to carry out the provisions hereof. Developer shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such maintenance charge or any part thereof from any person or persons.

All funds collected from said maintenance charge from the various sections of HILLTOP LAKES, now or hereafter platted, may be pooled, merged and combined into a single maintenance fund, to be expended by Developer for the general common good and benefit of the various sections of HILLTOP LAKES paying into such fund, without regard to the amount collected from each section. Developer may use such funds or any part

thereof, as far as the same will go, towards safety and/or health projects; for developing, improving and maintaining any and all recreational or other areas which the owners and/or occupants of lots in any of the sections of Hilltop Lakes may be privileged or shall have the right to use, regardless of who may own or the location of any such recreational or other areas, for improving and maintaining the streets, roads, lanes and drives in any of the sections of Hilltop Lakes lake areas and/or other recreational facilities for providing various services to the owners and/or occupants of lots in the various sections of Hilltop Lakes, and in general for any and all purposes which Developer may consider to be of general benefit or useful to the owners and/or occupants of the lots in the various sections of Hilltop Lakes, it being agreed and understood that the judgment of the Developer, or his successor or assigns as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said Funds or any part thereof shall be binding, final and conclusive on all parties at interest. Developer shall not be entitled to any compensation for acting as custodian and administrator of said Maintenance Fund.

The payment of the maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby placed and imposed upon each and every lot in this subdivision which is subject to such charge.

The above maintenance charge provisions shall be in effect for the duration of the restrictions, covenants and conditions imposed by this instrument and such duration shall be governed by the provisions contained in paragraph 11, above.

15. No unsightly storage that is visible from the street shall be permitted on any lot.

16. This instrument of dedication and the restrictions and covenants therein contained relate to and affect the numbered lots designated on said subdivision map, but shall not affect any areas described therein as "Reserve."

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and in order to prevent him or them from so doing or to recover damages or other dues for such violation.

The undersigned, J.B. Belin, Sr., the legal owner and holder of record indebtedness against the above described property, here now by the execution of this instrument, subordinates such indebtedness to the restrictions above set out, and gives consent to the restricting of such property in the manner aforesaid.



J.B. Belin, Jr.

J.B. Belin, Jr. Trustee
Developer

J.B. Belin, Sr.

J.B. Belin, Sr. Lien Holder

W. Thomas

W. Thomas VICE PRESIDENT
Citizens State Bank
Lien Holder

ATTESTED : *A.S. Miller, Jr.*
CASHIER

THE STATE OF TEXAS

COUNTY OF HARRIS X

809

BEFORE ME, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared J.B. BELIN, JR., Trustee, and J.B. BELIN, SR., Lien Holder, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of Feb. 1963



Barbara Daugherty
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

(Seal)

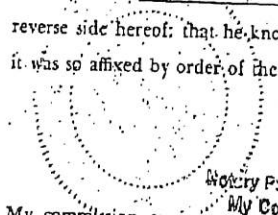
CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS } ss:

On the 11th day of FEB. 1963, before me personally came _____

T. E. THOMAS who being by me duly sworn, did depose and say that he resides in _____

that he is the VICE-PRES. of CITIZENS STATE BANK the corporation described in and which executed the assignment on the reverse side hereof; that he knows the seal of said corporation; that the seal affixed to said assignment is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Jimmy E. Powell
Notary Public

Filed for record on the 13th day of February A. D. 1963 at 11:00 o'clock A. M., and duly recorded this the 19th day of February A. D. 1963 at 2:00 o'clock P. M.

By Mary Williams Deputy

Roy Carrigan, County Clerk
Leon County, Texas