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J. B. BELIN, JR., TRUSTEE

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TO THE PUBLIC

STATE OF TEXAS)
)
COUNTY OF LEON)

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 11B, 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 13th day of July, 1967, and recorded in Volume 2, Page 29, 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, I, J. B. BELIN, JR., Trustee, do hereby dedicate said property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered lots according to the 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. The use of any dwelling or residence for nursing home, hospital or any commercial, business or professional purpose shall be expressly prohibited.
 2. No tent, lean-to, shack or other temporary structure of any character shall be constructed on any of said lots, nor shall any structure, trailer, basement, garage, barn or other outbuilding, or any part thereof be used as a dwelling pending the completion of
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the main dwelling house to be constructed thereon. Garages and outbuildings that are appurtenant to a residence may be erected on each building site upon which a main dwelling has been erected. Such garages and outbuildings shall include the right to construct a garage apartment but its use shall never be for separate rental purposes. This provision and the restrictions of which it is a part shall not prohibit the construction of an airplane hanger which is appurtenant to a residence.

3. In no event shall any dwelling or residence be erected on any lot or plot or the plans approved therefor having a floor area of less than 1000 square feet, exclusive of garages or other appendages.

The exterior material of the main dwelling or residence on any lot or plot shall be not less than 5% brick, stone, or its equivalent. (This amount may be changed with approval of the Architectural Control Committee as set out in these restrictions for special design effects, etc.) Foundations to be of a concrete slab type, or if special foundations are needed due to terrain or design of house, such foundation must be approved by the Architectural Control Committee as herein provided. In the event of split level construction, all dwellings in Section 11 B, must be approved by the Architectural Control 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.

4. No residence or dwelling shall be constructed on a building plot or site having an area of less than 8000 square feet.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat above referred to. The easement in the rear of each lot as shown on said plat may be used as a public bridle path, together with other usages herein stipulated and the owner of each lot shall not be permitted to fence such easement in the rear or to make any use of the property covered by such easement that would interfere with easement rights herein provided for.

The airplane runways and taxiways are reserved as shown on the recorded plat above referred to. No obstructions of any nature whatsoever shall be placed in or upon such airplane runways or taxiways, but same shall be kept free and clear of any such obstructions. Owners will not be permitted to park any planes within or on such taxiways, or taxi runways, but same shall be used for ingress and egress only. The airplane runways and taxiways may be used not only by the property owners in this section, but property owners in other sections of Hilltop Lakes, by their guests and invitees, and Developer reserves unto himself, his heirs and assigns, the right from time to time to promulgate and enforce additional rules and regulations pertaining to the use of said taxiways and runways.

A residence or dwelling may be erected on a building site of more than one platted lot and in the event such residence or dwelling is constructed on more than one platted lot, then the outer property lines shall be considered the side lot lines and the inside lot lines shall be considered abandoned and of no effect.

No residence, dwelling or outbuilding shall be erected, placed or altered on any lot nearer to the front lot line or nearer to the side street line than the set back lines as shown on the recorded plat, nor shall any such residence, dwelling, or outbuilding be erected nearer than five (5) feet to any side line of any building plot. The word "dwelling" or "residence" as used herein with reference to building lines shall include galleries, porches, portococheres and every other pertinent part of the improvements except a parapet wall, steps or the extension of the eaves of a roof.

No fence or hedge shall be erected or maintained on any lot which may unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general

landscaping plan of the subdivision. For this purpose a hedge or fence may be maintained at no greater height than four (4) feet and no wall, fence or hedge, may be erected or placed within the front set-back line of any lot. The Architectural Committee, however, in its discretion may approve a fence, hedge or wall contrary to the above specifications and, if approved, may be erected and maintained.

5. No building, aeroplane hangar, 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 as to external design with respect to existing structures, and as to location with respect to topography and finish grade of elevation

The Architectural Control Committee is composed of J.B. Belin, Jr., M.D. Belin 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 (10) years from date of this instrument, the then record owners of a majority of the lots in this section shall have the power, through a duly recorded written instrument, to change the membership of 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, fail to approve or disapprove within thirty (30) days, after plans and specifications have been submitted to it, or in any event 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 the other restrictive covenants herein stipulated.

The address of this Committee is 6700 Lyons Avenue,
Houston, Texas 77020.

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

7. No outside toilets will be permitted, and no installation of any kind of disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into water bodies. No septic tank or other means of sewerage 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.

8. No sign or any other advertising may be displayed on property unless approved by the Architectural Control Committee, including, but not by way of limitation, "For Sale" or "For Rent" signs.

9. No outbuilding or garage of frame construction 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.

10. 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 road-bed and property line.

11. Lot owners and their guests shall have the non-exclusive right and privilege, in common with the owners and their guests of lots in other sections of Hilltop Lakes, of using the lakes, parks and bridle paths. Other recreational facilities shall be made available to lot owners and their guests but only under such rules and regulations as is prescribed by the Developer.

12. All of the restrictions and covenants herein set out 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 to seventy-five (75%) percent 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 restrictions and 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.

13. 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.

14. The waiver or invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in nowise constitute a waiver of or invalidate any other restrictions, covenants and condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

15. 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 of 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 lot 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 purpose 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 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 assign 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 12 above.

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

17. This instrument of dedication and the restrictions and covenants on said subdivision map 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 the Developer (any successor of Hilltop Lakes) or any other person or persons owning any real property situated in said development or this 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 may enjoin or restrain any such violation or attempted violation or may recover damages or other dues for such violation or both.

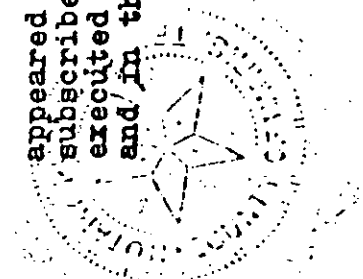
Invalidity of any of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this the 14th day of March, 1967

STATE OF TEXAS
COUNTY OF Harris

J. B. Belin, Jr., Trustee

Harris appeared before me, the undersigned authority, on this day personally J. B. Belin, Jr., 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.



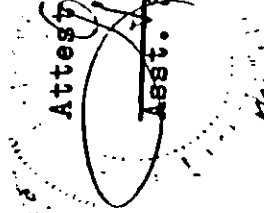
GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the 14th day of March, 1967

Edair J. Belin
Notary Public in and for Harris County, Texas

SUBORDINATION OF LIENHOLDERS

The undersigned, Tennessee Life Insurance Company, a corporation, and James Bruce Belin, Jr. and Marion Douglas Belin as co-independent executors and co-trustees under the will of James Bruce Belin, Sr., deceased, and Margaret Thomas Belin, a widow, being the owners and holders of separate liens upon said property above described, here now by the execution of this instrument, subordinate such indebtedness to the restrictions above set out, and give consent to the restricting of such property in the manner aforesaid,

Attest

E. G. Shales
Asst. Secretary

Margaret Thomas Belin
Margaret Thomas Belin, a widow

EXECUTED this the 8 day of March 1967
TENNESSEE LIFE INSURANCE COMPANY
By: [Signature]
Vice President
LIENHOLDERS:

[Signature]
James Bruce Belin, Jr.

[Signature]
Marion Douglas Belin

STATE OF TEXAS
COUNTY OF Dallas

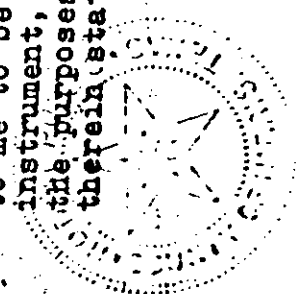
Before me, the undersigned authority, on this day personally appeared J. B. Belin, Jr., as Vice-President of Tennessee Life Insurance Company known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Tennessee Life Insurance Company, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.



GIVEN under my hand and seal of office
this the 8 day of March 1967
[Signature]
Notary Public in and for Dallas County, Texas

STATE OF TEXAS
COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared J. B. Belin, Jr. and Marion Douglas Belin, Bruce Belin, Sr., deceased, and Margaret Thomas Belin, a widow, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 the 14th day of March 1967
[Signature]
Notary Public in and for Dallas County, Texas