

3. In no event shall any dwelling or residence be erected on any lot or plat or the plans approved therefor having a floor area of less than 1,000 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 55% 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, such foundations must be approved by the Architectural Committee as herein provided. In the event of split level construction, all dwellings in Section 13 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.

4. No residence or dwelling shall be constructed on a lot or lots 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.

A residence or dwelling may be erected on a building site of more than one platted lot having an area of not less than 8000 square feet 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 thereafter be considered abandoned and of no effect.

No residence, dwelling or out-building shall be erected, placed or altered on any lot nearer to the front lot line or nearer to the side street line than the building set back lines as shown on the recorded plat. The word "dwelling" or "residence" as used herein with reference to building lines shall include galleries, porches, portocoheres 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 the property of this subdivision which shall 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 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, 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 of external design with 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., 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

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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 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, 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.

9. No outbuilding, or garage of frameconstruction 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 roadbed and property line.

11. Lot owners and/or occupants, and their guests when accompanied by them shall have the non-exclusive right and privilege, in common with the owners, their guests and/or occupants of lots in other sections of Hilltop Lakes, of using the lakes, parks, bridle paths and other recreational areas as may be designated by Developer from time to time by instrument filed for record in Leon County, Texas. Developer reserves the right and privilege to amend or change such recreational areas from time to time.

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) years 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 conditions 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 on the first day of each month, except, however, 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 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 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 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:."

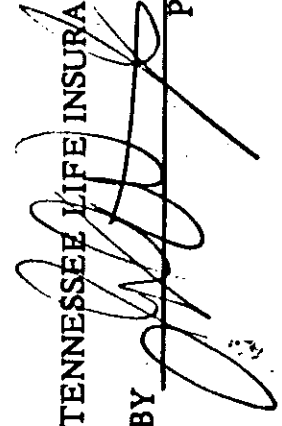
If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against 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.

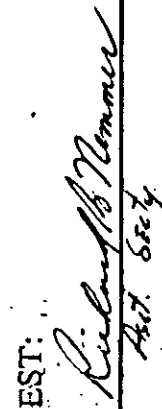
Invalidity of any of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

The undersigned, Tennessee Life Insurance Company, 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.

EXECUTED this the 16th day of July, 1965.

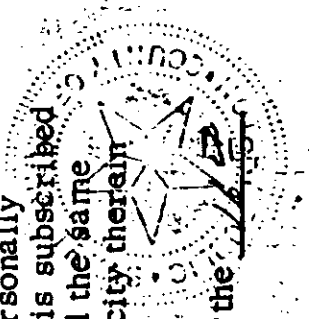

J. B. Belin, Jr., Trustee

TENNESSEE LIFE INSURANCE COMPANY
BY  President

ATTEST:

Richard H. Hammer
Not. Sec'y

STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared 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.



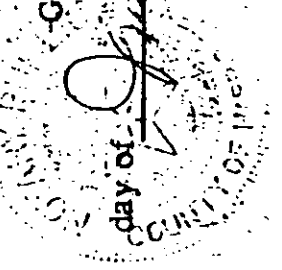
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
day of July, 1965.


Notary Public, Harris County, Texas

STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared J. W. Steamer, Jr., President of TENNESSEE LIFE INSURANCE COMPANY, a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th
day of July, 1965.




Notary Public, Harris County, Texas

YMOA BRAND
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

Filed for record on the 26th day of July, A. D., 1965 at 11:00 o'clock A. M.
and duly recorded this the 29th day of July, A. D., 1965 at 2:00 o'clock P. M.
By: Lela Nichols Deputy
Roy Carrigan, County Clerk
Leon County, Texas