

RESTRICTIONS AND COVENANTS

GOVERNING PROPERTY AND LOTS IN

6101375

HILLTOP VILLAGE

REAL PROPERTY RECORDS

That, whereas, HILLTOP VILLAGE, a Texas Partnership, hereinafter called DEVELOPER, as hereinafter defined, in that certain Subdivision known as HILLTOP VILLAGE, an addition in Montgomery County, Texas, consisting of 54.314 acres out of the Uriah Springer Survey, A-532, and the J. Eberly Survey, A-195, Montgomery County, Texas; and

Whereas, it is the desire of the Developer to place restrictions, covenants, conditions, stipulations, reservations and easements upon and against such property comprising thirty nine (39) lots; two (2) blocks, in order to create and carry out a uniform plan for the improvement, development and sale of the lots therein, for the benefit of the present and future owners of said property.

Now, therefore, the covenants, conditions, restrictions, and easements, hereinafter set out, shall be, and the same are, made applicable to HILLTOP VILLAGE, an addition in Montgomery County, Texas. The covenants, conditions, restrictions and easements shall apply uniformly and the use, occupancy and conveyance of all lots in HILLTOP VILLAGE and each contract or deed which may be executed with regard to any of such property in HILLTOP VILLAGE shall be conclusively held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions and easements as though set out in full or by reference in said contract or deed;

A.

General Land Use

All lots in HILLTOP VILLAGE are hereby designated to be used for residential purposes only. No lots shall be used for any purpose except residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude all uses other than residential housing which may be by the day, week, month or permanent home use. Except as hereinabove provided, the term "residential purposes" excludes hospitals, clinics, apartment houses, boarding houses, hotels, and any type of business or commercial enterprise. Any commercial activity on such lots is expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one residence with attached garage or carport, and storage buildings either metal or wood painted to match the exterior of residence or mobile home.

B.

Covenants Applying to Residential Lots

1. Dwelling Size and Construction:

(a) Residences and mobile homes shall be erected or placed upon the said property. No basement, tent, shack, garage, barn or other out building erected on any of said lots shall be used at any time as a residence and all of the out buildings must be kept painted and in a state of good appearance and repair.

(b) The residence or mobile home shall contain not less than 700 square feet. All residences or mobile homes must be under pinned by either brick, stone, aluminum or wood. Aluminum and wood material must be painted to match the exterior color of the residence or mobile home.

(c) At each lot where a residence or mobile home is placed the owner of such lot shall construct at his sole cost and expense a driveway from the street fronting such lot onto the lot with thick iron ore or other suitable material. Underneath such driveway at the point of the bar ditch there shall also be placed an adequate concrete culvert allowing for surface water drainage along the bar ditch. Notice is hereby given in these restrictions.

RECORDED AT THE TIME OF RECORDING THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BE CAUSE OF ILLEGIBILITY, CUT-OUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

that the installation of the above improvements are vital to the maintenance of quality in the entire subdivision. The failure of a lot owner to install and construct the improvements as above provided jeopardize the value of the remaining lots in the subdivision and the investment of the DEVELOPER.

Therefore, in the event such owner fails to under pin his residence or mobile home within one hundred twenty (120) days after same is moved or erected on the lot, he shall immediately thereafter be liable to the DEVELOPER in the amount of \$1,000.00 as a penalty for failure to comply with this provision.

In the event owner fails to install the driveway and culvert as herein provided within one hundred eighty (180) days after the erection of residence or the mobile home is moved on the lot, he shall immediately thereafter become liable to the DEVELOPER in the amount of \$1,500.00. These penalties for failure to under pin, or installing the driveway and culvert shall constitute a Vendor's Lien upon such lot owned by the defaulting owner in favor of DEVELOPER and DEVELOPER may elect to prosecute the necessary legal action to collect such penalties and to foreclose upon the liens securing such indebtedness as provided by law.

In addition thereto, the DEVELOPER shall be entitled to seek a mandatory injunction in a Court of proper jurisdiction requiring the defaulting lot owner to comply with the terms of these restrictions. In the event suit is brought to collect the penalty or for mandatory injunction or to otherwise enforce these restrictions, the DEVELOPER shall be entitled to recover reasonable attorney's fees as well as all costs of court.

In the event the DEVELOPER fails or refuses to enforce this part of the restrictions within one hundred eighty (180) days after breach thereof any lot owner may bring suit to enforce same by seeking a mandatory injunction requiring the defaulting lot owner to comply with these provisions and to construct such improvements. The lot owner or lot owners bringing such suit may also recover reasonable attorney's fees and all costs of court in connection with the prosecution of such legal action.

2. Building Locations:

All structures must be placed at least twenty five (25) feet back of the property line fronting on any street, five (5) feet from the property line on each side, and fifteen (15) feet forward of the rear property line. Such structures may be erected or placed upon such lots at any angle not to exceed forty-five (45) degrees from the front street.

3. Fence and Steps:

Any fence that faces a street must be of wood or chain link construction.

All steps used to gain entrance in the residence or mobile home must be concrete, fiberglass, wrought iron, or wood painted to match the outside of the structure.

4. Nuisances:

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

5. Signs:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a manufacturer to advertise the property during the construction and sales period.

6. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot. No derrick or other structures designed for use in such

ALL OTHERS' MEMORANDUM:
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for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats, or other household pets may be kept.

8. Garbage and Refuse Disposal:

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

9. Water Supply and Sewage Disposal:

Water well systems may be installed. In the event a central water system is provided, it will be at the owner's option to choose the service. Sewer or disposal shall be installed to meet the County minimum standards, with no line or ditch remaining open or draining into the street or property belonging to other persons.

10. Cutting Weeds and Drainage:

Grass, vegetations and weeds on each lot shall be cut as often as necessary in order to maintain the same in a neat and attractive appearance.

11. Firearms:

The use of discharge of firearms in the Subdivision is strictly and expressly prohibited.

12. Vehicles:

No vehicles, or parts thereof, may be parked in the streets for longer than one (1) week. No inoperative motor vehicle will be stored or parked on the premises. All vehicles parked on any lot or any street shall have a current license tag and state inspection sticker. No trucks larger than one ton shall be allowed, kept, or parked inside the development.

13. Off-street Parking:

Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide for appropriate space for off-street parking for vehicle and/or boat.

14. Cutting Timber and Removal of Dirt:

The digging and removal of dirt, gravel, iron ore, or any other surface substance is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction of such lot.

15. Terms:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in HILLTOP VILLAGE and all persons claiming under them until January 1, 1992, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

16. Recording of Plats:

DEVELOPER reserves the right to record in the Map Records of Montgomery County, Texas a plat of HILLTOP VILLAGE pursuant to applicable state and local rules and regulations and to

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252-01-0243

the streets and easements therein to the public without having to obtain first the permission of any of the lot owners in HILLTOP VILLAGE. Such owners of lots and future owners thereof hereby expressly granting DEVELOPER, its heirs, successors and assigns permission to record such plat and dedicate such streets and easements and subordinating all of their rights to such recording and dedication.

17. Headings:

All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictive covenants or conditions herein contained.

Dated this the 8th day of January, 1984.

HILLTOP VILLAGE

RECORDED'S NOTE
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Evelynn Elmore, Trustee
Evelynn Elmore, Trustee

Receipt of a copy of these restrictions is acknowledged to the undersigned.

Dated this the 8th day of JANUARY, 1984.

Jerry H. Lusby
Purchaser

Charles D. Lusby
Purchaser

THE STATE OF TEXAS

252-01-0244

COUNTY OF MONTGOMERY



This instrument was acknowledged before me on the 8th

day of February, 198 4, by Eve Lynn Elmore, Trustee

Ron Harris
Notary Public in and for
Montgomery County, Texas
Name: RON G. GARRIS

My Commission Expires:
10-7-86

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me, and was duly RECORDED,
in the official Public Records of Real Property of
Montgomery County, Texas

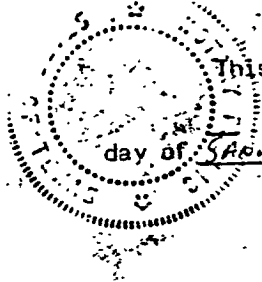
JAN 25 1984

THE STATE OF TEXAS



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

COUNTY OF MONTGOMERY



This instrument was acknowledged before me on the 8th

day of JANUARY, 198 4, by Terry H. Busby + Cheryl A.

Ron Harris
Notary Public in and for
Montgomery County, Texas
Name: RON G. GARRIS

1984 JAN 25 PM 2:50

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

My Commission Expires:
10-7-86