

: HILLTOP VILLAGE SUBDIVISION

(Category: RESTRICTIONS)

Volume 3, Page 31, Plat Records of Kerr County, Texas; Volume 137, Page 551 and Volume 138, Page 64, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Item: HILLTOP VILLAGE SUBDIVISION

(Category: Subdivisions)

- a. Building Set Back Lines as per the plat recorded in Volume 3, Page 31, Plat Records of Kerr County, Texas.
- b. Right Of Way and Easement dated January 23, 1970 to Kerrville Telephone Company and L.C.R.A., recorded in Volume 6, Page 10, Easement Records of Kerr County, Texas. (As per Lots 31 and 40 only)
- c. Easement to the Kerrville Telephone Company and L.C.R.A., dated January 23, 1970, recorded in Volume 6, Page 34, Easement Records of Kerr County, Texas. (As per Lots 7-11, 13-18, 20-26, 29, 30, 32-37, 39, 42-45 only)
- d. *Any visible and/or apparent roadways or easements over or across the subject property.*
- e. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

HILLTOP VILLAGE, INC.

VOL. 37 PAGE 551

TO

825

THE PUBLIC

HILLTOP ESTATES

STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

THAT Hilltop Village, Incorporated, a non-profit corporation duly incorporated under the laws of the State of Texas, as owners of Lots 8-21, and Lots 28-45, inclusive, Hilltop Estates situated within the City of Kerrville, Kerr County, Texas, according to map or plat thereof recorded in Vol. 3, Page 31, of the Deed and Plat Records of Kerr County, Texas hereby establish the following restrictive covenants as to the use of such property and the following building requirements affecting such property, to wit:

I.

All the above described lots in Hilltop Estates shall be known and described as single-family residential lots.

II.

No structure shall be erected, placed, altered or permitted to remain on any single-family residential lot other than one detached one-story, one and one-half story or two-story single-family dwelling and a private garage or carport, storage room and utility room and provided further that no garage, carport, storage room or utility room shall be erected on any lot until after coincidental with the building of a single-family dwelling unit thereon and for use in connection therewith, in keeping with these restrictions.

III.

No building shall be erected, placed or altered on any building plot in this subdivision controlled by these covenants until the building plans and specifications and a plat showing the location of such building shall have been approved in writing as to quality of workmanship and materials, conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by an Architectural Committee composed of Mr. Sidney A. Nicholson, Mr. John B. Fair and Rev. G. A. Schulze, all of Kerrville, Texas, or by a representative designated by the members of said committee. In the event of the death or resignation of any member of said committee the Board of Directors of Hilltop Village, Incorporated shall have full authority to approve and disapprove such plans, specifications and location and to designate a successor Committee member with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and location within 30 days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof such approval shall not be required and this covenant shall be deemed to have been fully complied with. The powers and duties of such Committee and of its designated representatives and the requirements of this covenant shall cease on and after January 1, 1980. Such Architectural

Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

IV.

The floor area of the main structure of any dwelling shall be not less than nine hundred (900) square feet exclusive of garages, carports and porches for all dwellings in Hilltop Estates covered by these restrictions.

V.

The outer walls of any residence building constructed on any of the above described lots in Hilltop Estates shall be at least forty (40%) per cent by area composed of rock, brick or stucco with usual openings for doors, windows, et cetera. The outer walls of the garage or carport when attached to the main residence shall be included in figuring the area of the outer walls or the above percentage of masonry requirements. All footings, piers and foundations of the main residence of any of the above described lots in Hilltop Estates controlled by these covenants shall be of concrete or masonry construction.

VI.

No fence, wall or hedge shall be erected, placed or altered on any building plot nearer to the street than the front wall line of the respective house, except retaining walls of not over six (6) inches above lot grade shall be permitted.

VII.

All driveways on any of the above described lots shall be surfaced with concrete, for the full width of the driveway.

VIII.

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

IX.

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building previously constructed elsewhere shall be moved on any of the above described building plots in Hilltop Estates.

X.

No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XI.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

XII.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XIII.

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 1999 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument given by a majority of the then owners of the above described lots in Hilltop Estates has been recorded agreeing to change said covenants in whole or in part.

XIV.

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

XV.

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

EXECUTED this the 1 day of April, A.D. 1969.

HILLTOP VILLAGE, INCORPORATED

BY: Sidney A. Nicholson
Sidney A. Nicholson, President

ATTEST:

Marcellus Garrison
Secretary

THE STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared Sidney A. Nicholson, President of Hilltop Village, Incorporated, 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 on this the 1 day of April, A.D. 1969.

Dell Leonard
Notary Public in and for Kerr County,
Texas

FILED FOR RECORD

at 2:05 o'clock P.M.,

APR 3 1969

Emmie M. Muenker
Clerk County Court, Kerr County, Texas

Estelle Witt Deputy

-3-

Filed for record April 3, 1969 at 2:05 o'clock P.M.

Recorded April 7, 1969

EMMIE M. MUENKER, County Clerk

By Marjorie Muenker Deputy

CHANGE OF TITLE

HILLTOP VILLAGE, INC.

TO

1024

THE PUBLIC

HILLTOP VILLAGE SUBDIVISION

STATE OF TEXAS 0

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COUNTY OF KERR 0

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III.

No building shall be erected, placed or altered on any building plot in this subdivision controlled by these covenants until the building plans and specifications and a plat showing the location of such building shall have been approved in writing as to quality of workmanship and materials, conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by an Architectural Committee composed of Mr. Sidney A. Nicholson, Mr. John B. Fair and Rev. G. A. Schulze, all of Kerrville, Texas, or by a representative designated by the members of said committee. In the event of the death or resignation of any member of said committee the Board of Directors of Hilltop Village, Incorporated shall have full authority to approve and disapprove such plans, specifications and location and to designate a successor Committee member with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and location within 30 days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof such approval shall not be required and this covenant shall be deemed to have been fully complied with. The powers and duties of such Committee and of its designated representatives and the requirements of this covenant shall cease on and after January 1, 1980. Such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

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The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 1999 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument given by a majority of the then owners of the above described lots in Hilltop Village Subdivision has been recorded agreeing to change said covenants in whole or in part.

XIV.

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

XV.

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The above restrictive covenants do and are designed to invalidate any and all restrictive covenants previously recorded as applicable to Hilltop Estates.

EXECUTED this the 28th day of April, A. D. 1969.

HILLTOP VILLAGE, INCORPORATED

BY:

Sidney A. Nicholson
Sidney A. Nicholson, President

ATTEST:

Marcellus Garrison
Marcellus Garrison, Secretary

THE STATE OF TEXAS 0
COUNTY OF KERR 0

FILED FOR RECORD

at 10:45 o'clock A.M.

APR 29 1969

Emmie M. Muenker
Clerk County Court, Kerr County, Texas

By _____ Deputy

Before me, the undersigned authority, on this day personally appeared Sidney A. Nicholson, President of Hilltop Village, Incorporated, 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 on this the 28th day of April, A.D. 1969.

Nell Lenard
Notary Public in and for Kerr County, Texas



Filed for record April 29, 1969 at 10:45 o'clock A. M.
Recorded May 1, 1969
EMMIE M. MUENKER, County Clerk

By Margaret Muenker Deputy