

98-3449

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR HILLVIEW ESTATES SUBDIVISION

STATE OF TEXAS, §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LLANO. §

The undersigned, Charles R. Rogers, is the developer of Hillview Estates Subdivision, a subdivision in Llano County, Texas according to the map or plat thereof recorded in Volume 3, Page 54 of the Plat Records of Llano County, Texas, to which reference is here made.

Attached hereto as Exhibit A and incorporated herein for all purposes are the Restrictions and Covenants for Hillview Estates Subdivision.

At the time of purchase of a tract in said subdivision from the developer, each and every purchaser has been furnished with a complete copy of such restrictions and covenants, and each and every owner of tracts in such subdivision have actual knowledge of said restrictions.

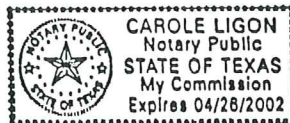
Said restrictions have never previously been recorded in the Real Property Records of Llano County, Texas, and for the purpose of providing notice of said restrictions and covenants to all subsequent purchasers of property in said subdivision, the undersigned is executing this document for the purpose of placing said restrictions and covenants in the Real Property Records of Llano County, Texas.

Executed this 11th day of May, 1998.

Charles R. Rogers
CHARLES R. ROGERS

STATE OF TEXAS, §
 §
COUNTY OF LLANO. §

This instrument was acknowledged before me on the 11th day of May, 1998, by CHARLES R. ROGERS.



Carole Ligon
Notary Public, State of Texas

OS98-160

Moore State Bank, Llano, Texas, Trustee, as the owner of the certain purchase money liens on the property covered by these restrictions and limitations as shown and reflected by instruments of record in Llano County, Texas, which are here referred to for all pertinent purposes, joins in the execution hereof for the purpose of evidencing its consent and agreement to all such restrictions and limitations and for the purpose of subordinating its aforementioned purchase money liens thereto.

All of the restrictive covenants and use limitations herein contained on such subdivision shall extend to, and accordingly be binding upon, the heirs, assigns, devisees, contract holders, and owners of every kind who may acquire any real property interest of any type, nature or kind in such subdivision from the undersigned, their heirs, legal representatives and assigns.

WITNESS OUR HAND at Llano, Texas, this the 11th day of May, 1998.

Charles R. Rogers
CHARLES R. ROGERS

FILED FOR RECORD
AT 4:09 pm
MAY 19 1998

BETTE SUE HOY CO. CLK.
LLANO CO. TEXAS
BY *Bette Sue Hoy* DEPUTY
Hutto PD

THIS INSTRUMENT OF RECORD *** COUNTY OF LLANO
TEXAS, BEING BY CERTIFY THAT THE INSTRUMENT WAS
FILED ON THE DATE AND TIME STATED HEREON BY
ME AND WAS DULY RECORDED IN VOL. 898, PAGE
160-166, OF THE OFFICIAL PUBLIC RECORDS
OF REAL PROPERTY OF LLANO COUNTY, TEXAS ON
May 19, 1998



Bette Sue Hoy
BETTE SUE HOY, COUNTY CLERK
LLANO COUNTY, TEXAS

98-3694

NOTICE OF ELECTION OF RESTRICTIONS COMMITTEE
HILLVIEW ESTATES SUBDIVISION

The undersigned are the owners of a majority of the lots in Hillview Estates Subdivision, a subdivision in Llano County, Texas, according to the map or plat thereof recorded in Volume 3, Page 54 of the Plat Records of Llano County, Texas, to which reference is here made.

A true and correct copy of the Declaration of Restrictions and Covenants for Hillview Estates Subdivision is attached hereto as Exhibit A, to which reference is here made. Said Declaration of Restrictions and Covenants provides that after July 1, 1979, the then owners of a majority of the lots in such subdivision may by instrument in writing filed in the Deed Records of Llano County, Texas, elect a three member Restrictions Committee for such subdivision, said Restrictions Committee to have all of the duties, powers, discretions and prerogatives as set out in said Declaration of Restrictions and Covenants.

The undersigned are the owners of a majority of the lots in Hillview Estates Subdivision, and, pursuant to the authority granted them by the above referenced Declaration of Restrictions and Covenants do hereby elect a three member Restrictions Committee for such subdivision. The initial Restrictions Committee are:

Rodger Floyd
Janice Click
Jonell Decker

Said Restrictions Committee shall have all of the duties, powers, discretions and prerogatives of the original Restrictions Committee as set out and authorized by the above referenced Declaration of Restrictions and Covenants.

Executed this 16th day of May, 1998.


Janice Click


Steven Alexander

RESTRICTIONS AND COVENANTS FOR
HILLVIEW ESTATES SUBDIVISION

The following restrictions and covenants shall apply and become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in Hillview Estates Subdivision is hereafter conveyed or transferred, to-wit:

1. That each of the lots in such subdivision shall hereafter be used only for the construction of one single family residence or main dwelling unit thereon, including other appurtenant structures permitted under the use of any such lots shall be permitted and, specifically that no sign shall be placed on any such lot indicating a commercial use thereof, and that each main dwelling unit constructed on each such lot contain at least 1200 square feet of area, exclusive of porches, garages and breezeways; and,
2. That all single family main dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof and the exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 25% stone or brick, and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision; and,
3. That the entire exterior of all main dwelling units constructed in such subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto must be completed within one year after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs the earliest; and,
4. That all main dwelling units constructed in such subdivision shall be set back at least 75 feet from the front property line of each lot in such subdivision and shall be set back at least 25 feet from the side and rear lot lines of each lot in such subdivision, and all such improvements on any lot in such subdivision must face on the street upon which such lot fronts, subject however to any variances thereto as may be granted in writing by the Restriction Committee hereafter provided for; and,
5. That prior to the construction of any barns, detached garages, sheds, or other out-building on any lot in such subdivision plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the

Restriction Committee hereinafter provided for and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is controllingly understood that the construction of any such barns, detached garages, sheds or other outbuildings on any lot in such subdivision without the prior approval of such Restriction Committee will be conclusively presumed to be in violation of these restrictions, with it being intended in connection with the provisions hereof that such Restriction Committee in furtherance of a uniform plan for the development of such subdivision shall be vested with the authority to control the location and type of construction of any such barns, detached garages, sheds, and other outbuildings built in such subdivision in order to insure the development of said subdivision into a high class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Restriction Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof; and,

6. That no garage, garage apartment, shack or temporary building shall be constructed on any lot in such subdivision as living quarters thereon, except that detached servant's quarters may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed; and,
7. That no trailer house or mobile home shall be placed or otherwise permitted on any lot in such subdivision for use as living quarters, in connection with which, however, it is understood that one vacation type mobile type mobile home may be parked at or near a main dwelling unit in such subdivision provided it is not used as living quarters; and,
8. That within 100 feet from any street in such subdivision only the construction of a white painted board, redwood, cedar or chain link fencing will be permitted, unless otherwise approved in writing by the Restriction Committee hereinafter provided for, and that within the area lying beyond 100 feet from any street ranch style fencing may be erected, but no temporary or electric fencing will be permitted anywhere in such subdivision.
9. That all water wells drilled in such subdivision shall be cased and cemented in accordance with rules and regulations of the Health Department of the State of Texas; and,

10. Since fresh-water wells will be used as a water source, all individual septic systems must be designed by a registered professional engineer or a registered sanitarian who has qualified himself with the Public Water Department, County of Llano, State of Texas in compliance with county regulations and regulations of the Texas Water Quality Board and Texas State Health Department; and,
11. That no animals will be permitted on any lot in such subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no hogs will be permitted on any part of such subdivision and that no animal or fowl commercial feeding or sales operation will be permitted on any part of said subdivision; and,
12. That no part or portion of such subdivision shall be used as a junkyard or as an area for the accumulation of scrap or used materials and that no part of such subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in such subdivision, nor shall anything be done in such subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision; and,

If through error or oversight or mistake an owner of a lot in such subdivision builds, or causes to be built, any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other lots in such subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of lots in said subdivision to change, alter or violate any of the restrictions and limitations herein contained.

As the Restriction Committee for such subdivision until July 1, 1979 the undersigned hereby retain the right, in furtherance of a uniform plan for the development of Hillview Estates Subdivision, Unit 1, Llano County, Texas, as a high class residential neighborhood, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such subdivision provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such subdivision. Such Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. Prior to July 1, 1979, the undersigned will appoint three property owners in such subdivision to serve as the Restriction Committee for such subdivision from and after such date by instrument recorded in the Deed Records of Llano County, Texas and such Restriction Committee as so appointed will thereafter serve as the Restriction Committee for such subdivision until their successors are duly elected as

hereinafter provided for. Such Restriction Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the undersigned as the original Restriction Committee for such subdivision. Any vacancies in such Restriction Committee by death, resignation or otherwise, with it being understood that the sale by any member of such committee of all of his property in such subdivision will be for purposes hereof construed as a resignation by him from such committee, will be filled by the remaining members of such committee by recordable instrument filed in the Deed Records of Llano County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time, and from time to time, after July 1, 1979, the then owners of a majority of the lots in such subdivision, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Llano County, Texas, elect a three-member Restriction Committee for such subdivision and any such committee so appointed shall thereafter be vested with all of the duties, powers, discretions and prerogatives of the original Restriction Committee herein provided for. The Restriction Committee may be letter delivered to the party involved grant variances from any one or more of the above recited Limitations and Restrictions insofar, and only insofar, as they pertain to individual lots in such subdivision. Any amendments to or variances from, such Limitations and Restrictions made or granted by said Committee pertaining to all of the lots in such subdivision may be made only by appropriate written instrument filed in the Deed Records of Llano County, Texas. In connection with the foregoing, however, it is controllingly her provided that said Committee shall have no power or authority to grant variances from, or amendments to, such Limitations and Restrictions which would permit the use of any lot in such subdivision for commercial purposes or which would change, alter or amend in any respect the provisions of Paragraphs 9, 10, 11, 12 and 13 thereof as above recited.

The restrictive covenants and use limitations herein provided for on such subdivision are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to property, including the right to acquire title to property by contract or otherwise, in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot in such subdivision, including any person procuring the right by contract to acquire title to any lot in such subdivision, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations on such subdivision, and shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations on such subdivision, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on such subdivision by virtue of the filing hereof in the Deed Records of Llano County, Texas; and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such subdivision by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any lot or lots in such subdivision or otherwise.

The restrictive covenants and use limitations herein published and impressed on all lots in such subdivision shall be binding on all of the owners of properties in said subdivision for a period of fifteen (15) years from and after date hereof, and from and after such date shall be automatically extended for an additional term of fifteen (15) years unless by a vote of three-fourths of the owners of lots in such subdivision, with each husband and wife being considered as one owner and with each lot in such subdivision having one vote, taken prior to expiration of said fifteen (15) year period and filed for record in the Deed Records of Llano County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision.

It is expressly understood that the undersigned, their heirs, legal representatives or assigns, or any one or more of the owners of properties in said subdivision, shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, their heirs, legal representatives and assigns, or any other person or persons owning property in said subdivision, injured by virtue of the breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as the result of any breach, and in connection therewith it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. No reversion of title shall result from violation of said restrictive covenants and use limitations. It is further expressly understood that the undersigned developer of said subdivision shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by them. It is understood that all expenses, attorney's fees and Court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned developer of such subdivision shall have no obligation to bear such expense, although they may contribute to such expense if they so desire.

Should any breach of the restrictive covenants and use limitations herein provided for on such subdivision be held by any Court of competent jurisdiction to be invalid, void or nonenforceable for any reason then it is expressly understood that any such adjudication or holding shall in no way affect, impair or restrict any of the other restrictive covenants and use limitations herein on said subdivision.

The undersigned hereby dedicates all streets and easements for utility purposes shown and set forth on the plat of HILLVIEW ESTATES SUBDIVISION, UNIT 1, Llano County, Texas, for the construction, operation and maintenance of streets and utility lines for the use of owners of lots in such subdivision and for the use of the public to the extent that the public is entitled to use the property so dedicated.