

HILLS OF HOME - SECTION XIPROPERTY COVENANTS, CONDITIONS AND RESTRICTIONS

As filed of record in the County of Johnson, State of Texas, Volume 939, Page 1 on the 3rd day of May, 1983.

Binding upon, and running with all Lots, Tracts or Parcels of land lying and being situated within HILLS OF HOME, a subdivision of the County of Johnson, State of Texas according to plat of record in Volume 3, Pages 17 thru 24, and Page 96, Plat Records of Johnson County, Texas.

1. All buildings erected or maintained on any tract in said subdivision must have design approved by the Restrictions Committee, have the exterior completed within one year after building has been started and shall not contain less than 800 square feet of floor space unless an exception is granted by the Restrictions Committee. Not more than one single family residence per lot except as provided in (a) below. Mobile homes shall not be less than 700 square feet of floor space, not more than five years old, and it shall be underskirted not more than 60 days from date of placing on lot.

a. No lot shall be subdivided, without express written permission of Property Owners Association.

b. Mobile homes will be allowed only in designated areas.

2. Livestock must be fenced in on owner's tract. Under no circumstances will swine be kept or raised on any tract.

3. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract, nor shall any inoperative vehicle be allowed to remain parked out of a covered parking area for longer than 30 days. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered and shall be allowed so long as Seller deems such storage to be in the best interest of the property.

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

5. All fences along a property line which fronts or borders a road must be approved by Seller before construction, unless they are set back 50 feet from property line which fronts or borders a road. All fences will be well maintained and not allowed to detract from the property.

6. No building or structure shall be occupied or used until the exterior thereof is completely finished. No outside toilet shall be installed or maintained on any premises, and all plumbing shall be connected with a sanitary sewer or septic tank with a minimum of 250 feet of lateral lines approved by the State and Local Department of Health.

7. No outbuilding or basement erected on any tract shall at anytime be used as a dwelling, temporarily or permanently.

8. Easements are reserved along and within 10 feet on the rear line, front line, and side lines of all tracts in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains, and other public or quasi-public utilities and to trim any trees which at any time may interfere or threaten with the maintenance of such lines, with the right of ingress to and egress from across said premises to employees of said utilities. Said easements to also extend along any owners side and rear property lines in case of fractional tracts.

9. The Property Owners Association may amend these restrictions by a majority vote of property owners. Grantors shall appoint a committee of 5 to serve on the Property Owners Association. After January 1, 1983, the property owners shall elect such a committee.

10. If the owner of any tract in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Roads shall be constructed by Seller and each tract shall be assessed \$30.00 per year for maintenance. All public roads will be privately maintained public roads and will not be maintained by the County.

12. These covenants and restrictions shall be binding upon the Purchaser, his successors, heirs and assigns. These covenants and restrictions are for the benefit of the entire subdivision above described.

13. Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

IN WITNESS WHEREOF, Dedicator has caused this instrument to be executed on this 12TH day of FEBRUARY, 1988.

BETZEL GROUP, INC.,
d/b/a HILLS OF HOME

W. A. Betzel
W. A. Betzel, President

THE STATE OF TEXAS
COUNTY OF JOHNSON

Before me, the undersigned authority, on this date personally appeared W. A. Betzel known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of February, A. D. 1988.

(L.S.)

Joy Graves
Notary Public in and for the State of Texas

My Commission Expires: 3-21-88



Joy Graves
Notary Public State of Texas
Commission Expires 3-21-88

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FILED FOR RECORD L.O.P.M

FEB 12 88

COUNTY CLERK JOHNSON COUNTY
BY RGG DEPUTY

STATE OF TEXAS
COUNTY OF JOHNSON
I hereby certify that this instrument was FILED on the date
stamped hereon by me and was duly RECORDED in the
RECORDS OF JOHNSON COUNTY, TEXAS, in the
book hereon.



Robby G. G.
ROBBY G. G.
John

RETURN TO: BETZEL GROUP, INC.
P.O. Box 669
ARLINGTON, TEXAS 76004