

VG-191-2022-8963

**Denton County
Juli Luke
County Clerk**

Instrument Number: 8963

Real Property Recordings

DECLARATION

Recorded On: January 18, 2022 01:18 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$66.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

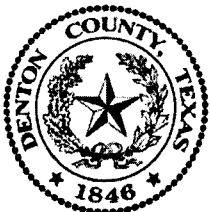
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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BRAD BOOK
1013 FINCHER TRAIL
ARGYLE TX 76226



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

STATE OF TEXAS

DECLARATION OF COVENANTS
CONDITIONS, AND
RESTRICTIONS.
HILLTOP ESTATES SUBDIVISION

COUNTY OF DENTON

Know all men by these
presents:

That this Declaration, is made on this date, January 07,2022 by Mountaineer Property Development, LLC, (herein, "Declarant")

WITNESSETH:

Declarant is the owner of certain property ("Properties") being known generally as the Hilltop Estates subdivision located in the extra-territorial jurisdiction of the City of Denton, Denton County, Texas, more particularly described as: All of Lots 1-17, Block A, Hilltop Estates, an Addition in the extraterritorial jurisdiction of the City of Denton, Denton County, Texas as shown on a plat filed of record December 2021, under document locator number 2021-470 in the Plat Records of Denton County, Texas.

All of the Properties will be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with, the real property and be binding on all parties having any right, title or interest in the Properties, their heirs, successors and assigns, and will inure to the benefit of each owner.

Article 1. DEFINITIONS

Section 1. The term "Association" refers to the Hilltop Estates HOA, a Texas non-profit corporation, its successors and assigns.

Section 2. The term "Owner" refers to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. The term "Properties" refers to the real property described as follows, and any additions that may later be brought within the jurisdiction of the Association.

All of Lots I - 17, Block A, and HOA Lot 1, B, Hilltop Estates, an Addition in the extraterritorial jurisdiction of the City of Denton, Denton County, Texas as shown on a plat filed of record December 2021, under document locator number in the Plat Records of Denton County, Texas.

Section 4. The Term "Common Area" refers to all real property owned by the Association. The Common Area to be owned by the Association before the conveyance of the first lot is described as follow: HOA Lot 1, Hilltop Estates, an Addition in the extraterritorial jurisdiction of the City of Denton, Denton County, Texas, as

shown on a plat filed of record December 2021, under document locator number 2021-470 in the Plat Records of Denton County, Texas.

Section 5. The term "Lot" refers to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. The term "Declarant" refers to Mountaineer Property Development, LLC, and to the successors and assigns, if those successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Article 11. PROPERTY RIGHTS

Section 1. Lots, Properties, and Common Area. The Common Area is owned solely, wholly, and in fee by the Association. No owner will have a right, easement, interest, or other claim of title or possession to the Common Area except as otherwise permitted in writing by the Association. Each Owner recognizes that existence of the Common Area is necessary for the creation, operation, function and existence of the Properties and the Hilltop Estates subdivision of which the Properties are a part, and that without the Common Area, the Hilltop Estates subdivision and hence the Properties could not exist. In addition to all right, title and interest owned and enjoyed in the Common Area by the Association, the Association shall have a superior right, title and interest over all Properties, and all Owners take their respective Lot(s) and Properties subject to and the superior rights of the Association as follows: Each Owner takes their respective Lot(s) and Properties subject to the covenants and conditions contained in the Declaration, and each Owner shall abide by the covenants and conditions contained in this Declaration. The covenants and conditions contained in this Declaration, including the superior rights of the Association in and to the Properties and each Lot as stated herein are appurtenant to and will pass with the title in every Lot.

Section 2. For the purpose of funding the maintenance of the common area, landscaping, utilities, construction of entry sign monuments in easements on each side of entry on lot 1 and lot 17 and other purposes(s) which the Association may find advisable for the benefit of the Properties and/or the Owners, the Association has the right to set, charge and collect reasonable fees, dues, penalties, interest, damages and/or other monies against the Owners and/or Lots and Properties as set forth in the Bylaws of the Association and this Declaration.

Section 3. The Association has the right to suspend the voting rights of an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for an additional period that may be set by the Association for any fraction of its published rules and regulations.

Section 4. The Association has the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for those purposes and subject to those conditions as agreed to by its governing Board.

Article 111. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot is subject to assessment is a member of the Association. Membership will be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association will have two classes of voting membership:

Class A. Class A member(s) will be all Owners with the exception of the Declarant and will be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all those persons will be members. The vote for that Lot will be exercised as those multiple owners among themselves determine, but in no event will more than one vote be cast with respect to any Lot.

Class B. Class B member(s) will be the Declarant and will be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership will cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2028.

Section 3. If a Member is delinquent, behind or otherwise in arrears for payment of dues and/or assessments, such member's right to vote is suspended unless and until the Member's assessments and/or dues, together with all penalties, fees, and interest, are brought current with the Association.

Article IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, agrees, and each Owner of any Lot by acceptance of a deed is deemed to agree to pay to the Association: (1) annual assessments on charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided below. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be a charge on the land and will be a continuing, superior lien on the property against which each assessment is made for the benefit of the Association. Each assessment, together with interest, costs, and reasonable attorney's fees, will also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments will not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and

maintenance of the Common Area, and for any other purpose the Association finds proper or advisable for the benefit of the Hilltop Estates subdivision and the Owners of the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment will be three hundred (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership or other action by the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures, and personal property, provided that any special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 must be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership will constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting will be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting may be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be equal in dollar amount for each Lot and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for will commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment will be adjusted according to the number of months remaining

in the calendar year. The Board of Directors will fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment will be sent to every Owner subject to the assessment. The due dates will be established by the Board of Directors. The Association will, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the assessments on a a specified Lot have been paid. Dues shall be payable in advance for any collection period and shall not be prorated between Owners in the event of a sale of a Lot. Once paid, dues are non-refundable

Section 8. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date will bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property; the foregoing is not an election of remedies. No Owner may waive or otherwise escape liability for the assessments provided for by nonuse of the Common Area or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for will be subordinate to the lien of any first mortgage. Sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure will extinguish the lien of assessments as to payments which became due prior to the sale or transfer but will not act to cancel the debt or liability for unpaid assessments. No sale or transfer will relieve the Lot from liability for any assessments later becoming due or from the lien.

Section 10. Exempt Property. All real property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the Laws of the State of Texas will be exempt from the assessments. However, no land or improvements devoted to dwelling use will be exempt from the assessments.

Article V. ARCHITECTURAL CONTROL; CONSTRUCTION REQUIREMENTS; USE RESTRICTIONS AND EASEMENTS

Section 1. Architectural Control Committee. No building may be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee (herein, the "ACC") as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the ACC will consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. Considerations such as size, setback, cost and other specific objective requirements are separate and apart from the function of the ACC. The committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar

or irregular designs or appearance, or such matters as may be in violation of the requirements contained herein, from being built in the subdivision.

Section 2. Composition of Architectural Committee. The initial Architectural Control Committee is composed of a representative of Declarant (or its successor). At any time, Declarant may designate as many as two additional members of the ACC. At no time shall there be more than three members of the ACC. If there are multiple members of the ACC, a majority of the committee may elect successors in the event of resignation or vacancy or designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members have the authority to designate a successor; a resignation is effective when given in writing to the other ACC members. Neither the members of the committee nor its designated representative(s) will be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these covenants will be in writing. In the event this

committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or if no suit to enjoin construction has been commenced prior to the completion of construction, approval will be deemed given. There will be no review of any action of the ACC except by procedures for injunctive relief and only when its action is arbitrary and capricious. Under no circumstances will the committee be subject to a suit for damages.

Section 3. Dwelling Size. The minimum floor area of the first floor of the main structure, measured to the outside of exterior wall, exclusive of garages, open porches, patios and detached accessory buildings, enclosed or not, will not be less than three thousand (3,000) square feet in the living area.

Section 4. Minimum Masonry. A minimum of eighty percent (80%) of the first floor all area on all sides of the dwelling to the top of the first floor window height and exclusive of openings must be of masonry or masonry veneer, stone, stucco, brick or of glass building material.

Section 5. Roof Construction. Roofs shall be composition shingles (30-year guarantee minimum), metal, wood shingles, slate, imitation slate or roof tiles, if compatible in color and texture with the prevailing roofing of homes within the Subdivision.

Section 6. Garages. Each dwelling constructed in the Subdivision will have an attached garage suitable for parking three (3) standard size automobiles, which conforms in design and materials with the main structure. The garage door of any dwelling must open to the rear or side of the dwelling.

Section 7. Driveways. All driveways in the Subdivision will be surfaced with concrete.

Section 8. Boat, Trailer, and Inoperative Vehicles, Parking. No boat, trailer, camper body or similar vehicle may be parked for storage in the driveway or front yard of any dwelling, nor may they be parked or placed for storage in the side yard of any dwelling unless behind a screen fence. Under no circumstance shall any boat, trailer, camper, or other similar wheeled vehicle shall be stored (except temporarily, not to exceed 48 hours) nearer to the street than the front of the Living Unit situated thereon. No vehicles are to be parked on

any street in the Subdivision on a regular basis. No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless the same are kept in a garage, shop, or other out-building, out of view.

Section 9. Building Location. No building may be located on any lot nearer to the front lot line (nearer to the street line) than fifty (50) feet nor further than one hundred twenty-five (125) feet from the front lot line, nor nearer than fifteen (15) feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches, will not be considered as a part of a building. All dwellings shall be constructed to front on the street on which the lot fronts.

Section 10. Waiver of Front Setback Requirements. With written approval of the ACC, any building may be located further back from the front property line of a lot than provided in Paragraph 9, when, in the sole discretion of the ACC, the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage and out-building locations may vary upon the approval of the ACC.

Section 11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner of the lot agrees to maintain in a neat and clean condition any easement that may traverse a portion of the lot conveyed by deed, including keeping the lawn mowed within that area.

Section 12. Nuisance. No noxious or offensive activity may be carried on upon any lot, nor may anything be done on a lot which may become an annoyance or nuisance to the neighborhood.

Section 13. Temporary Structures and Structures Used for Residential Purposes. Lots shall be used only for residential, single family use. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, barn, or other outbuilding may be used on any Lot at any time as a residence either temporarily or permanently. No mobile home, recreational vehicle, trailer, tent, shack, garage apartment (garage apartment included), stable, barn, out-building or structure of a temporary character shall be used at any time as a residence. No outbuilding, shop, trailers, or residence of any temporary character shall be permitted.

Section 14. Signs. No sign of any kind may be displayed to the public view on any lot except one (1) sign of not more than twenty (20) square feet advertising the property for sale or rent, or signs used by a builder to advertise either lots contained in the Subdivision, lots during the construction and sales period, or a model home.

Section 15. No Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations will be permitted on or in any lot, nor will oil wells, tanks, tunnels, mineral excavations, lines, pipes, or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted on any lot. Notwithstanding the foregoing, subsurface use, drilling, extraction, and exploration is permitted provided the surface of the lot shall at all times remain undisturbed.

Section 16. Garbage and Refuse Disposal. No lot may be used as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of waste material must be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots temporarily during construction, but not earlier than three (3) days before construction related to the materials commences. No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus, soil or rocks, or other waste material.

Section 17. Fences. No fence, wall or hedge may be built or maintained forward of the front building setback line. Only rustic rail telephone wood 1 x 8 three rail or rod iron fences are allowed. Stain must be maintained.

Section 18. Buildings Previously Constructed Elsewhere. No building previously constructed elsewhere may be moved onto any lot in the Subdivision.

Section 19. Antennas and Satellite Dishes. Any antenna or satellite dish erected on any lot in the Subdivision may not extend more than five (5) feet above the highest part of the roof of the dwelling

erected on that lot, may not be located in the front part of the dwelling, and may not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the dwelling.

Section 20. Lot Maintenance, Landscaping. The owners or occupants of all lots must mow and maintain lawns in a sanitary, healthful and attractive manner. A lot or any portion of any lot that is exposed to public view must be maintained by the Property Owner in a neat and orderly fashion. Each lot on which a Dwelling Unit is constructed shall have landscaping in its front yard and grass installed in its front yard prior to occupancy. Each lot Owner shall mow and maintain the landscaping and vegetation on his/her lot in such a manner as to control weeds, grass and/or other unsightly growth at all times. No trees over 1 foot in diameter shall be removed without ACC approval.

Section 21. Mailboxes. All mailboxes shall be constructed of masonry.

Section 22. Detached Garages and Out-buildings. Any shops, barns or out-buildings shall be located on the back half of the lot or behind the primary residence. All structures must be architecturally harmonious with the residential dwelling in both style and building materials. Detached garage door may front street. Metal barns and out-buildings are allowed, subject to the approval of Architectural Control Committee. Metal buildings must have masonry wainscot facing the street.

Section 23. Animals. All animals must be of a domestic pet type unless otherwise approved by a two-thirds (2/3) vote of Members. Notwithstanding the foregoing, one (1) horse is permitted. For purposes of this provision, laying hens are considered a domestic pet.

Section 24. Above-ground Appurtenances, Devices and Mechanical equipment. Heat pumps, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded

in such a manner as to minimize noise and safety concerns. Notwithstanding the foregoing, propane tanks or propane storage devices shall be buried (installed) underground; above-ground installation of propane tanks and/or propane storage devices is not permitted.

Section 25. Power to Grant Variances. The power to grant variances to these restrictions is retained by Declarant which may be assigned by Declarant.


Article VI. GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce a covenant or restriction will not be deemed a waiver of the right to do so.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will not affect any other provisions, which will remain in full force and effect.

Section 3. Duration; Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until twenty (20) years at which time the covenants will be automatically extended for a successive period of five (5) years unless by vote of a majority of the then Members of the lots it is agreed to change the covenants. This Declaration may be amended during the first five (5) year period by an instrument signed by not less than sixty percent (60%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded. Executed this the day of January 2021.

MOUNTAINEER PROPERTY DEVELOPMENT LLC

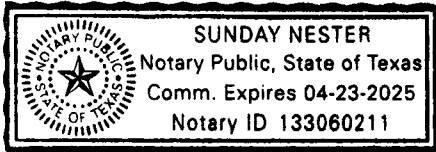
BY: 

Brad Book, President

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on this 18 the day of January ²⁰²²~~2021~~ SN, by BRAD BOOK, President of Mountaineer Property Development LLC, a Texas corporation, on behalf of such corporation and in the capacity herein stated.



Sunday Nester

Notary Public, State of Texas

Return to: BRAD BOOK
Mountaineer Property Dev. LLC
1013 Fincher TRAIL
ARGYLE, TX 76226