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J. B. DELIN, JR., TRUSTEE

ATO THE PUBLIC ......

88377

STATE OF TEXAS COUNTY OF LEON

MMEREAS, J. B. DELIN, JR., THUSTEE, hereinstiter called "Developer" is the record owner of all the lots, tracts and percals of land shown upon that lettain map or plat of a subdivision know and designated as hillTOP LAKES, <u>SECTION 24A</u>, a subdivision in Leon County, Texas, according to the map or plat of such sunt division filed for record in the Office of the County Clerk of Leon County, Texas, on the <u>folds</u> day of <u>Out</u>, 1971, and recorded in Volume <u>3</u>, page <u>33</u>, of the Map Records of Leon County, Texas, reference to which map or plat and the suid records thereof being hereby made for all purposes.

NOW, THEREFORE, I, J. B. BELIN, JR., Trustee, do hereby dedicate said property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered lots according to the said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein ocheawise provided shall be and are hereby imposed upon each numbered lot in said submivision, as shown by said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

- 1. None of said lots or improvements erected thereon shall be used for anything other than private residential purposes. The use of any dwelling or residence for nursing home, hospital or any commercial business or professional purpose shall be expressly prohibited. The renting or leasing of any of the lots and/or main dwelling thereon for residential purposes shall not be considered a violution of these restrictions.
- 2. No tent, lean-to, shack or other temporary structure of any character shall be constructed on any of said lots, nor shall any structure, trailer, basement, garage, barn or other outbuilding, or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. Carages and outbuildings that are appurtenant to a residence may be crected on each building site upon which a main dwelling has been erected. Such garages and outbuildings shall include the right to construct a garage apartment but its use shall never be for separate rental purposes.
- 3. In no event shall any dwelling or residence be erected on any loc or plat or the plans approved therefor having a floor area (living area) of less than 1000 square feet. The foregoing square footage is exclusive of garages and other appendages.

The exterior material of the main ewelling or residence on any lo-or plat shall be not less than 55% brick, stone or its equivalent. This ratio may be enabled with written approval of the Architectural Control Committee as set out in these restrictions for special design effects, etc. Foundations to be of a concrete also type, or if special foundations are needed due to terrain or design, such foundation must be approved in writing by the Architectura. Control Committee as here in province and kept in good repair, and all lots shall be kept in a clean and sanitur, condition

4. No residence or dwelling . All all constructed on a building plot or site having an area of less than 0000 equate feet.

Easements for bridle paths, installution and maintenance of utilities, and drainage facilities are reserved on shown on the recorded plut above returned to. The easement in the rear of each lot as shown on said plat may be used as a poslic bridle path, together with other usages merein stipulated, and the owner of each lot shall not be permitted to fence such easement in the rear or to make any use of the property covered by such easement that would interfere with easement rights herein provided for, except that the utility easement in the rear of all lots adjoining the golf course or any lake shall not be used as a bridle path.

A residence or dwelling may be erected on a building site of more than one platted lot and in the event such residence or cwelling is constructed on more than one platted lot, then the outer property lines shall be considered the side lot lines and the inside lot lines shall be considered abandoned and of no effect. No residence, dwelling or outbuilding shall be erected, placed or altered on any lot nearer to the front lot line, the rear lot line, or the side lot line, or nearer to the side street line than building set-back lines as shown on the recorded plat. The word "dwelling" or "residence" as used herein with reference to building lines shall include galleries, porches, porto-cocheres, and every other pertinent part of the improvements except a parapet wall, steps, or the extension of the caves of a roof. However, in the event that a building shall be constructed contiguous to the five (5) foot side building line on any lot, then there shall be a maximum of a two (2) foot roof or cave overhand. The Architectural Control Committee, however, in its sole discretion, may vary the front and rear building lines, the side street building line and the side building line between lots so that the improvements to be constructed would conform to the size and the shape of the lot or lots. The Architectural Control Committee in its sole discretion, may vary the rear building line, the side street building line and the side building line between lots for the construction of a detached garage.

No fence or hedge shall be erected or maintained on any lot which may unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose a hedge or fence may be maintained at no greater height than four (4) feet, and no wall, fence, or hedge may be erected or placed within the front set-back line of any lot. In addition, no hedge, fence, or wall may be erected or placed within the rear set-back line of any fairway lot or lake lot. The Architectural Control Committee, however, in its discretion may approve a fence, hedge, or wall contrary to the above specifications and if approved, may be erected and maintained. However, approval from the Architectural Control Committee in every instance must be obtained in writing. All lots in the subdivision having a common boundary with a lake shall be known and referred to as "Lake Front Lot", as shown on the recorded plat. All lots on the subdivision having a common boundary with any portion of the golf course as shown on the recorded plat are hereby designated and referred to as "Fairway Lots".

5. No building or other structure shall be erected, placed or a lered on any lot until the construction plans and specifications and a plan showing the location of the structure, have been approved by an Architectural Control Committee as to qualify of the workmanship and materials, and as to external design with respect to existing structures, and as to location with respect to topography and finish grace of elevation

The Architectural Control Committee is composed of J. B. Belin, Jr., M. D. Beli and Hershel Rich. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After thirty-live (35) years from the date of this instrument, the then record owners of a majority of the lots in this section shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers.

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its confignated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event no suit to a form construction has been commenced prior to the completion thereof, aggregative quired and the related covenants shall be deed as to give guen fully to. The residence or building, however, has the constructed in compliance when other restrictive covenants nerein stipulated.

The Address of this Architectural Control Conditied is: 2925 Dalfillo Speedway, Lumar Towers, Duite 103, Note ton, Texas, 77600, or any other bubblequent address that the Committee Should chooks to designate.

- 6. No horses, cows, sheap, 1000, whose or livestock of any shift may be kept on said premises, with the exception of Station II where norses may be stabled on the rear 30 feet of the lot.
- 7. No septic tank, greate trap. 11.14 lines or any single home wante water disposal system shall be installed on thy horesite unless the builder or owner of the improvements on said lot shall first cause a percolation test to be made by a qualified person approved by the Architectural Control Committee and the written results of this percolation test being submitted to the Architectural Control Committee together with complete plans, drawings and specifications pertaining to the installation of the septic tank, field lines and grease traps, and/or plans, drawings and specifications pertaining to the installation of a single home waste water treatment system together with the specifications of field lines. The Architectural Control Committee shall have sole authority to approve, reject or revise the submitted plans, drawings and specifications and shall have sole authority to require the builder or owner to construct or install a septic tank, field line and/or grease traps in accordance with specifications designated by the Architectural Control Committee and/or require the installation of a single home waste water treatment system together with installation specifications, however, the Architectural Control Committee must meet all requirements of governmental authorities. It shall be mandatory that all loss that abut or that are adjacent to any lake shall be required to have a single home waste water treatment system installed regardless of the percolation test, however, specifications for the installation of field line and the single home waste water treatment system may be changed to fit the need as determined by the percolation test. It is expected that any lot with high water table and with low pervious soils, difficult topography or adjacent to stream beds that lead to a lake shall be required to install a single home waste water treatment system. However, the Architectural Control Committee shall be final in its decision to require or not to require this installation. A single home waste water treatment system is defined as a highly efficient sewerage treatment system engineered to provide immediate and accelerated treatment of organic wastes, the biological concept employs the principle of biological decomposition with a design featured to prevent premature discharge of any appreciable amount of degradable material and whose affluent at least semi-clear, odorless and contain the properties that might qualify the affluent to be accepted for surface or stream discharges by governmental authorities. There shall be no requirement as to a particular manufacturer only to the specifications and results.

No outside toilets will be permitted, and no installation of any kind of disposal of sewerage affluent shall be allowed which would result in raw or untreated sewerage being carried into water bodies or leaching to the top of lot or disch. Drainage of septic tank to roads, streets, alley, public disches or any drainage area either directly or indirectly is strictly prohibited. Inspections must be made by the Architectural Control Committee for each septic or waste water treatment system installation and must obtain the approval by the Architectural Control Committee prior to such installations being covered up. A reasonable inspection fee may be charged by the Architectural Control Committee for each required inspection. When determining the specifications of the single home waste water treatment systems the Architectural Control Committee must also designate the locations and the size and type of field line.

8. No sign of any kind or advertising of any kind shall be displayed to the public view on any lot without the prior approval in writing of the Architectural Control Committee. Only one sign may be displayed to advertise the property for sale or for rent, which sign shall be not more than one square foot, to be erected in that part of the property which fronts the street and to be no higher that 36" from the ground. Thedeveloper, however, or a builder, shall have the right without obtaining such approval to display a sign or signs for the sale or rental of any of the property and improvements in this section and may also display signs reflecting that the property has been sold; which sign shall not exceed 6 square feet. The Architectural Control Committee shal have the right to remove and dispose of any promitited sign, advertising billboard or advertising structure which is placed on any lot and in so doing shall not be subject to any liability for trespass or other tork in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

- g. No outbuilding or garage—frame construction of any ki. The be created on any of such lots unless so what the time of construction, shall receive at least two (2) coats of paint except in these the plans thereof shall provide for staining or other means of coloring the such plans are approved as herein provided.
- 10. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.
- 11. Lot owners and their guests in this section of Hilltop Lakes until have the non-exclusive right and privilege in common with the owners and their guests, of lots in other sections of Hilltop Lakes of using the lakes, parks and bridle paths. These and other recreational facilities shall be made available to such lot owners and their guests but only under such rules and regulations as promulgated from time to time by the Developer.

No lot or other portion of this section of Hilltop Lakes shall be used or permitted for hunting or for the discharge of any pistol, rifle, shot gun or any other firearm or any bow and arrow, or any other device capable of killing or injuring.

12. All of the restrictions and covenants herein set out shall continue and be binding upon Developer, his heirs, executors, administrators, successors or assigns, and upon the purchasers, their heirs, successors and assigns, of said lors, for a period of thirty-five (35) years from the date of this instrument is filed for record in the office of the County Clerk of Leon County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided however, that the owners of the legal title to seventy-five (75%) per cent of the lots in this section of Hilltop Lakes as shown by the records of Leon County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot shown on said plat from any restrictions and covenants at the end of the first 35 year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. The owners shall be entitled to one vote for each lot as platted to which such owner has record title as reflected by the records of Leon County, Texas. These restrictions may be amended or supplemented by additional restrictions from time to time by the officers of Hilltop Lakes filing such supplement or amendment in the Deed Records of Leon County, Texas.

The Developer reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend any such restriction as to all or any portion of the unrestricted areas of the subdivision identified on the aforesaid plat. Any such action by the Developer shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of property in the subdivision, a lienholder, a mortgagee, a Deed of Trust beneficiary o any other person.

- 13. The terms and provisions hereof shall be binding upon Developer, his heirs executors, administrators, successors and assigns, and all persons chaiming by, throu or under him, and all subsequent purchasers or owners of property in said subdivision their heirs, successors or assigns, each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.
- 14. The waiver or invalidation of any one or more of these restrictions, coverants or conditions by judgment, court order or otherwise, shall in nowise constitute a waiver of or invalidate any other restrictions, covenants and condition, but all such other restrictions, covenants and conditions shall continue to remain in fulforce and effect.
- 15. There is hereby imposed upon each residential lot in this subdivision and each such residential lot is hereby subjected to a monthly maintenance charge of \$6., per month, for the purpose of creating a fund to be known as HILLTOP EAKES MAINTENAN FUND, and except as hereinafter stated, such maintenance charge shall be role upone lot owner to Developer, as the custodian and administrator of seas form the successor custodian and administrator, in advance of the first day or can moved.

or ornalogn of title to may be helder, and some including contractions. begin to accrue against such lots only a contact the same are sole of solice by Developer and except further that the force of smill tenance charge provisions shall not apply to any lot or lots parchase by any person, firm or corporation prinarily engaged in the building and constituetion withins for the purpose of contracting improvements on and there district their contracting to the space of any such lot by such builder or upon the occupacy of any was a loc, whether sold or not, then such maintenance charge shall become differely and accrue against such lot or lots. It is further provided that any transfer of title by Developer, as Trustee, to his principals, shall not be deemed a sale of any such jots for the purpose of the foregoing provisions and shall not cause the foregoing maintenance charge to attach to such lots so transferred. Developer reserves the right at all times to use his own judgment and discretion as to the exemption of any lot from said maintenance charge, and the exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons at interest. It is further provided that Developer shall have the right at any time to adjust, after or waive said maintenance charge from year to year as in his judgment the maintenance needs of the various sections of Hilltop Lakes may require, noneover, Developer, his heirs, executors or assigns shall have the right at any time to discontinue and abandon such maintenance charge without incurring liability to any person whomsoever, by filing a written instrument in the Office of the County Clerk of Leon County, Texas, declaring such discontinuance and abandonment. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit directly or indirectly of the subdivision as herein provided. Such maintenance fund may be expended by the Developer for any purposes which in the judgment of the Developer will tend to maintain the property value in the subdivision including but not by way of limitation provided for the enforcement of the provisions of this instrument, including the reservations, restrictions and covenants embodied in this instrument.

Developer shall act as the custodian and administrator of said Maintenance Fund, and he shall have the right to collect, hold and expend any and all monies paid or to be paid into said Maintenance Fund to carry out the provisions hereof. Developer shall not be liable or responsible to any person whomsoever for failure or inability to collect such maintenance charge or any part thereof from any person or persons.

All funds collected from said maintenance charge from the various sections of Hilltop Lakes, now or hereafter platted, may be pooled, merged and combined into a single maintenance fund, to be expended by Developer for the general common good and benefit of the various sections of Hilltop Lakes paying into such fund, without regard to the amount collected from each section. Developer may use such funds or any part thereof, as far as the same will go, towards safety and/or health projects, for developing, improving and maintaining any and all recreational or other areas which the owners and/or occupants of lots in any of the sections of Hilltop Lakes may be privileged or shall have the right to use, regardless of who may own or the location of any such recreational or other areas; for improving and maintaining the streets, roads, lanes and drives in any of the sections of Hilltop Lakes, lake areas and/or other recreational facilities; for providing various services of Hilltop Lakes and in general for any and all purposes which Developer may consider to be of general benefit or useful to the owners and/or occupants of the lots in the various sections of Hilltop Lakes, it being agreed and understood that the judgment of the Developer, or mis heirs, successors or assigns as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds or any part thereof shall be binding, final and conclusive on all parties at interest. Developer shall not be entitled to any compensation for acting as custodian and administrator of said Maintenance Fund.

In order to secure the payment of the maintenance charge hereby levied, a vendor' lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any legal entity which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements—on any such property.

The Developer may at any time horeafter cause a nonprofit contention to all organized under the laws of the State of Toxas for the purpose of exarciling all or my of the duties and prerogatives of the Developer, his heirs or assigns retlating to the Maintenance Fund. Any such dear tion of authority and detics small serve to automatically release the Developer from further liability with respect thereto and vest such duties and professional in such non-profit corporation. Any such delegation shall be evidenced by an instrument anomalism this interest, placed of record in the Deed Records of Lean Courty, Tames, and joined in by the appearand the aforesaid non-profit corporation but really ownever, requiring the joineer of any other person in order to be fully binding, unether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person or legal entity.

The above maintenance charge provisions shall be in effect for the curation of the restrictions, covenants and conditions imposed by this instrument and such duration shall be governed by the provisions contained in Paragraphs 12 and 15 above.

- 16. No unsightly storage that is visible from the street shall be permitted on any lot.
- 17. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.
- 18. Boats, Trailers and other park vehicles are to be stored in a location no closer to the street than the front set back line or in the case of a corner lot to the side building line facing the street.
- 19. The throwing of any trash or debris in any lake or body of water is strictly prohibited. There shall be no pollution of the streams, any lake, or any body of water of any nature whatsoever.
- 20. All improved lots shall be kept at all times in a sanitary, healtful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trast or rubbish.
- 21. In the event of default on the part of the owner or occupant of any lot in observing the above requirements of any of them, such default continuing after ten (10) days written notice thereof, the Architectural Control Committee may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipthereof; however, the payment of such charge is not secured by any nature of lien on the property.
- 22. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot or tract of land, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or tract of land without the written permission of the Architectural Control Committee. No derrick of other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any lot or tract of land without such written permission from the Architectural Control Committee. At no time shall the drilling, usage or operation of any water well be permitted on any lot or tract of land without written permission from the Architectural Control Committee.
- 23. This instrument of dedication and the restrictions and covenants on solid subdivision shall not affect any areas described therein as "Reserved".

THE FOLLOWING ARE SPECIAL RESTRICTIONS FOR LAKE FRONT LOTS AS DEFINED IN THIS INSTRUMENT:

- 1. No pier or other structure (other than a bulk head, as hereinafter referred to) shall be përmitted which projects any a size of the water (whether within or outside of the not slow).
- 2. A bulk head may be constructed at the water's edge with or without the dock, which dock, if constructed, may extend not more than four %) test beyond the bulk head provided that the plans and specifications for such bulk head (and dock, if any) had been approved in writing by the Architectural Control Committee and such bulk head (and dock, if any) is thereafter constructed in strict compliance with such plans and specifications.
- 3. A boat slip or place of mooring which if constructed at an indentation into such lot shall be permitted.
- 4. Any garage must be attached to the main residence and must be not nearer to the lake shore than the rear set back line, shown on the aforesaid plat. This requirement for an attached garage supercedes any contrary requirement within the entirety of these restrictions.
- 5. No hedge, fence, or wall may be crected or placed within the rear set back line of the lake front lot. The Architectural Control Committee, however, in its discretion may approve a fence, hedge or wall contrary to the above specifications and if approved may be crected and maintained; however, approval from the Architectural Control Committee in every instance must be obtained in writing.

If the parties hereto, or any of them or their heirs or aggigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer (any successor of Hilltop Lakes) or any other person or persons owning any real property situated in said development or this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and in order to prevent him or them from doing so may enjoin or restrain any such violation or attempted violation or may recover damages or other dues for such violation or both.

Invalidity of any of these covenants by Judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

executed this 20 day of July

1971.

...... SEFORE ME, The undersigned authority, on this day personally appeared J. S. Belin, Juke, known to me to be the person whose name is subscribed to the foregoing renstriuments and acknowledged to rie that in the same for the purposes and construction therein expressed and in the capacity therein stated.

GIVEN-UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of July, 1971.

Darguet + Hotory Hoblic in an Leon County, Texas

## SUBORDINATION OF LIENHOLDERS

The undersigned, Tennessee Life Insurance Company, a corporation, and James Bruce Belin, Jr. and Marion Douglas Belin as co-independent executors and co-trustees under the will of James Bruce Belin, Sr., decessed, and Margares Thomas Belln, a widow, being the owners and holders of separate liens upon said property above described, here now by the execution of this instrument, subordinate such indebtedness to the restrictions above set out, and give consent to the restricting of such property in the manner aforesaid.

EXECUTED this the 200 d	by of July, 1971.
ATTEST: Asst. Accretary	TENNESSEE LIFE INSURANCE COMPANY  By Mil Dellier  Skeend Vice President
	LIENHOLDERS:
Margaryt Thomas velin, a widow	
THE STATE OF TEXAS	Marion Douglas Bolin

known to be the person and officer whose name is subscribed to the foregoing instrumen and acknowledged to me that the same was the act of said Tennesses life insurance Company, a corporation, and that he executed the same as the act of such imporation, for the purposes and consideration therein expressed and in the capacity energin state

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 200 day of 1971.

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS I COUNTY OF LEON

SHIRITY POLLET Notary Public in and for Harris County, Texas My Commission Expires June 1, 19.73

BEFORE ME, the undersigned authority, on this day personally appeared James Bruce Belin, Jr., and Marion Douglas Belin, co-independent executors and co-crustees under the will of James Bruce Belin, Sr., deceased, and Margaret Thomas Selin, a widow, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same ror the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of July

Filed for record on the 10 th day of award 1:30 o'clock A.M., and duly recorded this the 12 th A.D., 1971 at 2:00 o'clock f.M. A.D., 1971, at day of August

ROY CARRIGAN, COUNTY CLERK Leon County, Texas