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J. B. BELIN, JR., TRUSTEE

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TO THE PUBLIC .....

STATE OF TEXAS : 103527  
COUNTY OF LEON :

WHEREAS, J. B. BELIN, JR., TRUSTEE, hereinafter called "Developer" is the record owner of all the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as HILLTOP LAKES, SECTION 37, a subdivision in Leon County, Texas, according to the map or plat of such subdivision filed for record in the Office of the County Clerk of Leon County, Texas, on the 26<sup>th</sup> day of APRIL, 1971, and recorded in Volume 3, Page 26, of the Map Records of Leon County, Texas, reference to which map or plat and the said 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 otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map 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 residential purposes. The use of any dwelling or residence for nursing home, hospital, or any commercial business or professional purpose shall be expressly prohibited, except, however the developer or the developers designate may use any house or garage as a sales office for the purpose of selling homes or homesites. The renting of leasing of any of the lots and/or main dwelling thereon for residential purposes shall not be considered a violation 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. Garages and outbuildings that are pertinent to a residence may be erected on each building site upon which a main dwelling has been erected. Such garages and outbuildings shall specifically exclude the right to construct a garage apartment.

3. In no event shall any dwelling or residence be erected on any lot or plat or the plans approved therefore 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 structure must be approved by the Architectural Control Committee.

All improvements or additions shall be substantially and fully constructed, painted and kept in good repair, and all lots shall be in a clean and sanitary condition.

4. No residence or dwelling shall be constructed on a building plot or site having an area of less than 3000 square feet.

Easements for gold cart paths, installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat above referred to. There is hereby reserved an additional five(5) foot utility easement across the rear of all lots and such easement is hereby imposed on each lot. There is hereby reserved and imposed an additional 5' side lot utility easement across the north side of lot twenty (20), section 37. The easement in the rear of each lot as shown on said plat may be used as herein 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 the easement rights herein provided for.

A residence or dwelling may be erected on a building site of more than one platted lot and in the event such residence or dwelling 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 near to the front lot line, the rear lot line, or the side lot line, or nearer to the side street than the building set-back lines as shown on the recorded plat or as made set out in this instrument. There shall be no side of lot building set-back line on one side of the lot line and there shall be a ten foot (10') set-back line on the opposite side lot line and such building lines or building set-back lines shall be as shown on the recorded plat. The word "Dwelling" or "Residence" as used herein with reference to building lines shall include galleries, porches, porticoes, and every other pertinent part of the improvements except a parapet wall, steps, or the extension of the eaves of a roof. However, any building that is constructed contiguous to the side lot lines which requires no building side lot set-back line shall have a maximum of a three foot (3') roof or eave overhang. 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.

The front building lines (set-back building lines) and the rear building lines (set back building Lines) shall be variable however, in no event shall any building be constructed nearer to the front lot line than ten (10) feet nor nearer to the rear lot line than twenty (20) feet. All plot plans together with building plans and specifications shall be submitted to the Architectural Control Committee who shall be the final authority in approval of such plans and specifications together with the plot plan and specifically including the set-back line. Notice is hereby given that it is the architectural plan for residences built on connecting lots front and rear building set-back lines shall be variable. Because of the size of lots 1, 2, 3, 4, 5, 20, 25, 26, 29, 45, 44, 45, 46, 47, 48, 49, 50, 51, Section 37, a building set-back line may be approved by the Architectural Control Committee contrary to the above described building set-back lines.

A fence or hedge may be erected and maintained along the side lot lines of any lot, across the front building set-back line or any place between the front building set-back line and the building; however, no fence or hedge shall be erected or maintained on any lot near to the rear lot line than the rear of the building constructed on said lot. The Architectural Control Committee; however, in its discretion may approve a fence, hedge, or wall contrary to the above specification and if approved, may be erected and maintained. However, approval from the Architectural Control Committee in every instance must be obtained in writing. A lot in the subdivision having a common boundary with any portion of the golf course lots as shown on the recorded plat are hereby designated and referred to "Fairway Lots".

5. No building or other structure shall be erected, placed, or altered 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 quality 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 grade of elevation.

The Architectural Control Committee is composed of J. B. Belin, Jr., M. D. Belin 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-five (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 designated 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 enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however, must be constructed in compliance with all the other restrictive covenants herein stipulated.

The address of this Architectural Control Committee is: 2929 Buffalo Speedway, Lamar Towers, Suite 103, Houston, Texas 77006, or any other subsequent address that the Committee should choose to designate.

6. No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises, with the exception of Section II where horses may be stabled on the rear 30 feet of the lot.

7. No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any homsite 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 lots that abutt 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 principal of biological decomposition with a design featured to prevent premature discharge of any appreciable amount of degradable material and whose effluent at least semi-clear, odorless and contain the properties that might qualify the effluent 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 leeching to the top of lot or ditch. Drainage of septic tank to roads, streets, alley, public ditches 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 waste water treatment systems, The Architectural Control Committee must also designate the locations and the size and type of field line.

Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, Section 37 shall not have a septic tank, or septic field lines installed on said lots. The developer shall install a common waste collection line in front or in the rear of the afore described lots which will be connected to a common septic or disposal system (including septic tanks and field lines), which shall be installed in easements, reserves, and on developers property. Each property owner shall pay to developer \$450.00 tap fee to connect to developers common collection and septic system. Such Tap Fee is due prior to owner of any of the above lots connecting to developers common collection and septic system. Maintenance of said common collection and septic system shall remain the responsibility of Developer as long as the "Patio Homes Special Fund" is collected and operated by Developer and the Developer shall use these funds derived from the "Patio Homes Special Fund" to pay the cost for such maintenance. The developers maintenance responsibilities of the common collection and septic system shall cease if the "Patio Homes Special Fund" is terminated and in which event the responsibility for such maintenance shall rest in the lot owners using the common collecting and septic system. The Developers maintenance responsibility of the common collection and septic system shall transfer to the property owners within Section 37 if at any time the responsibility of the collection and administration and performance of all obligations of the "Patio Homes Special Fund" as described in this instrument is transferred by the Developer to the property owners in Hilltop Lakes Section 37.

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 than 36" from the ground. The Developer, 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 six square feet. The Architectural Control Committee shall have the right to remove and dispose of any prohibited 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 tort 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.

9. No outbuilding or garage of frame construction of any kind shall be erected on any of such lots unless same, at the time of construction, shall receive at least two (2) coats of paint except in case the plans thereof shall provide for staining or other means of coloring the same, and 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 shall 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.

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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 lots, 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 restrictions) 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 or any other person.

13. The terms and provisions hereof shall be binding upon Developer, his heirs, executors, administrators, successors and assigns, and all persons claiming by, through 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: covenants 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 full force 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 \$6.50 per month, for the purpose of creating a fund to be known as HILLTOP LAKES MAINTENANCE FUND, and except as hereinafter stated, such maintenance charge shall be paid by each lot owner to Developer, as the custodian and administrator of such fund, or to his successor custodian and administrator, in advance of the first day of each month, except, however that the foregoing charge shall not apply to Developer as owner of or holder of title to any such lots, and such maintenance charge shall apply and begin to accrue against such lots only as and when the same are sold or leased by Developer and except further that the foregoing maintenance charge provisions shall not apply to any lot or lots purchased by any person, firm or corporation primarily engaged in the building and construction business for the purpose of construction improvements on and thereafter selling the same, but upon any sale of any such lot by such builder or upon the occupancy of any such lot, whether sold or not then such maintenance charge shall become effective 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 lots 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, alter or waive said maintenance charge from year to year as in his judgment the maintenance needs of the various sections of Hilltop Lakes may

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require moreover, Developer, his heirs, executors or assigns shall have the right at any time to discontinue and abandon such maintenance charges 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 owner 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 his 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.

In order to secure the payment of the maintenance charge hereby levied, a vendor's 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 hereafter cause a nonprofit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer, his heirs or assigns relating to the Maintenance Fund. Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such nonprofit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Leon County, Texas, and joined in by the Developer and the aforesaid nonprofit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether 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 duration 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 of 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, healthful 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, trash 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 receipt thereof; 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 or 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 said subdivision shall not affect any areas described therein as "Reserved".

24. Walks from the street easement to the residence shall have a minimum width of four (4) feet and shall be constructed entirely of concrete (accept, however, some other material may be used with the prior approval of the Architectural Control Committee).

25. Driveways shall be entirely of concrete (accept however, some other materials may be used with the prior approval of the Architectural Control Committee) and shall be constructed with a minimum width of nine (9) feet with expansion joints not more than twenty (20) feet apart. The width of each driveway shall flare to a minimum of sixteen (16) feet at the street easement line. The lot owner shall be required to install an asphalt apron between the end of the driveway and the asphalt street. Such asphalt apron shall be installed in a proper and satisfactory working manner and shall tie into the street so as not to cause an uneven surface. Prior to the installation of the said asphalt apron the lot owner shall obtain instructions from the Architectural Control Committee as to the size and type of culvert together with the elevation of said culvert to be installed under the asphalt apron in order to maintain good water drainage.

26. No outside aerial, pole or other device shall project above the highest ridge of the house by more than fifteen (15) feet.

27. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

28.a. The utility easements shown on the recorded plat and on utility easements described in these restrictions are dedicated with the reservations that such utility easements are for the use and benefit of any public utility operating in Leon County, Texas, as well as for the benefit of the Developer and the property owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

b. The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities construed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

d. The Developer reserve the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

e. Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

f. 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 restrictions) 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 or any other person.

#### 29. PATIO HOMES SPECIAL FUND

a. Each lot at Hilltop Lakes, Section 37, in addition to the maintenance charge referred in paragraph 15 above, be and is hereby made subject to an annual "Patio Homes Special Fund" charge, except as otherwise hereinafter provided.

b. The Patio Homes Special Fund charge referred to shall be used to create a fund known as the "Patio Homes Special Fund"; and each such charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot in Hilltop Lakes Section 37, annually in advance, on or before January 1 of each year. The Patio Homes Special Fund shall commence the first of the month following the setting of forms for the foundation for the construction of a residence and the lot owner shall pay that prorated portion of the one year's maintenance fund in advance on the date aforesaid and each succeeding years Patio Homes Special Fund shall be paid annually in advance on or before January 1 of each year.



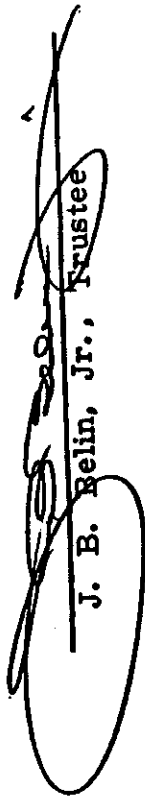
- c. The exact amount of such charge will be determined by the Developer during the month preceding the due date of said charge. All other matters relating to the assessment, collection, expenditure and administration of the Patio Homes Special Fund shall be determined by the Developer.
- d. The Patio Homes Special Fund charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the Patio Homes Special Fund charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of said charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business shall not result in the applicability of said charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all times, in its own judgment and discretion, to exempt any lot in the Subdivision from said charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time, and from time to time, to adjust, alter or waive said Patio Homes Special Fund charge from year to year as it deems proper; and the Developer shall have the right at any time to discontinue or abandon said 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 any such discontinuance or abandonment.
- e. The Patio Homes Special Fund charges which are collected shall be paid into the Patio Homes Special Fund to be held and used for the benefit of Hilltop Lakes Section 37 Reserves, Easements, any esplanade, any unrestricted area including, by way of example, but not by limitation, planting and clearing, landscaping, construction and the maintenance of pathways and access routes for pedestrians and vehicles, the maintenance and care of common septic systems, the maintenance and care of any septic system which in the judgement of Developer requires such maintenance, and such patio homes special fund may be utilized generally for doing any other thing necessary or desirable in the opinion of the Developer to improve or maintain, directly or indirectly, the Hilltop Lakes Section 37 Reserves or lots in the subdivision. In addition, the Patio Homes Special Fund may be used by the Developer to mow and rake and otherwise maintain the yards (not including the flower beds) of the lots wherein a residence is constructed thereon and only after the owner of said residence has completely installed and put into good condition improved grasses. Such maintenance shall include the mowing, edging, raking (but does not include any work done to the flower beds or the watering of the grass or flower beds) from the front of the residence and/or front fence to the street location and from the rear of the residence to the rear lot line of said lot. The use of the Patio Homes Special Fund for any of these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.
- f. In order to secure the payment of the Patio Homes Special Fund charge hereby levied, a vendor's 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 exist in addition to the lien for maintenance charges referred to in 15 above and shall be of equal dignity and standing therewith. Said lien shall be deemed subordinate to the lien or liens of any Institutional Lender which hereafter lends money for the purchase of any property in the subdivision, and/or for construction (including improvements) and/or permanent financing of improvements on any such property.

g. These provisions as to the 10 Homes Special Fund char and their uses in Hilltop Lakes Section 37 shall continue in effect unless changed in the manner and at the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth. However, the Developer reserves the right at any time to turn over to the property owner in Hilltop Lakes Section 37 all of the funds collected together with all of the responsibilities of administering those funds and their use thereof as described in these restrictions and thereafter the developer will be relieved of any responsibilities in the connection of the Patio Homes Special Fund. In such event the requirement of the payment of the Patio Homes Special Fund shall continue in effect as outlined in these restrictions and the responsibility shall be on the property owners for its administration and application of required performance.

30. If the parties hereto, or any of them of their heirs or assigns, 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 so doing 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.

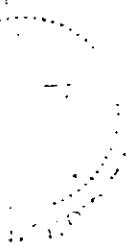
EXECUTED THIS 28th day of March, 1973.

  
J. B. Belin, Jr., Trustee

STATE OF TEXAS     |  
COUNTY OF HARRIS   |

BEFORE ME, The undersigned authority, on this day personally appeared J. B. Belin, Jr., 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28<sup>th</sup> day of March, 19 73.

  
Law A. Fudano  
Notary Public in and for  
Harris 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., deceased, and Margaret Thomas Belin, 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 28<sup>th</sup> day of MARCH, 19 73.

ATTEST: Patricia R. B. Jones, Jr.  
Assistant Secretary

Tennessee Life Insurance Company  
By James Bruce Belin, Jr.  
Vice President

LIENHOLDERS:

Margaret Thomas Belin  
Margaret Thomas Belin, a widow

James Bruce Belin, Jr.

Marion Douglas Belin  
Marion Douglas Belin

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

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BEFORE ME, the undersigned authority, on this day personally appeared DAVID M. CERRAZO, as Vice President of Tennessee Life Insurance Company, known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Tennessee Life Insurance Company, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of MARCH, 1973.



Debbie Mygas  
Notary Public in and for  
Harris County, Texas

DEBBIE MYGAS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, in this day personally appeared James Bruce Belin, Jr., and Marion Douglas Belin, co-independent executors and co-trustee under the will of James Bruce Belin, Sr., deceased, and Margaret Thomas Belin, 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 for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of March.



Roy Carrigan  
Notary Public in and for Harris County

Filed for record on the 28th day of March A.D., 1973, at 5:00 o'clock P. M., and duly recorded this the 5th day of April A.D., 1973, at 2:00 o'clock P. M.

ROY CARRIGAN, County Clerk  
Leon County, Texas

By: Maydell O. Gausterling, Deputy