

THE PUBLIC
STATE OF TEXAS :
COUNTY OF LEON :

102340

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 60, 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 15th day of November, 1972, and recorded in Volume 4, Page 1, 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.

ARTICLE ONE

DEFINITIONS:

For the purposes hereof, the following explanations and definitions of words, terms and phrases shall govern unless the context thereof indicates differently:

ACCESSORY BUILDING: A subordinate building or portion of the principal building other than a garage, or the use of which is incidental to that of the principal building and customary in connection with that use.

BUILDING: Any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal, chattel, or property of any kind.

DWELLING: A residential building for single family occupancy permitted to be built hereunder, not including Accessory Building or Garages.

FAMILY: One or more persons each related to the other either by blood, marriage, or legal adoption or a group of not more than three (3) persons not also related, together with his or their domestic servants, maintaining a common household in a dwelling.

GARAGE: A building or portion of a building designed for the purpose of parking and sheltering automobiles, whether attached, partially attached, or separate from the dwelling.

LOT: Each parcel of land shown as a lot in the recorded final plat of subject property and designated on said map by separate number.

LOT AREA: The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

BRIDLE PATH: That area as designated by the map or plat of the subdivision and/or restrictions that is set aside for the common benefit of property owners and their guests to ride horses for both pleasure and access purposes.

LOT LINE, FRONT: A boundary line of a lot which is along a street line, except as otherwise designated by the Architectural Control Committee. On corner lots (i.e., lots bounded on two sides by streets), the front lot lines shall be the line designated by the Architectural Control Committee.

LOT LINE, REAR: The boundary line of a lot which is most distance from, and is, or is approximately, parallel to the front lot line.

LOT LINE, SIDE: Any boundary line of a lot which is not a front or rear lot line.

LOT LINE, SIDE STREET: A boundary line of a lot located (on a corner which is along the side street line.

BRIDLE PATH LINE: A 15' Bridle Path easement is reserved across the front of all (lots) and also across the side street side of all corner (lots). The line across the front of all (lots), and also across the side street side of all corner (lots) that is parallel (on a straight line and/or on a curvature) and set back 15' from the Lot Line, Front and/or the Lot Line, Side Street is this Bridle Path Line.

OWNER: 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, or a vendee of such lot under an installments sale contract; however, there having such interest merely as security for the performance of an obligation are excluded.

STABLE: A building in which domestic animals are sheltered and fed.

STRUCTURE: Anything erected, constructed, placed, laid or installed in, on or over said real property, the use of which requires a location or on the ground.

ARTICLE TWO

GENERAL RESTRICTIONS

SECTION ONE - Single Family Dwellings

No structure (except accessory and temporary structures as hereafter defined) erected or maintained upon said property shall be used for any purposes other than its single family dwelling purposes, and no portion of said property shall be used for any purpose other than for single family dwelling purposes. No structure shall be moved on to said property from another location, and all construction on said property shall be new. The use of any dwelling or residence for nursing homes, 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 the residential purposes shall not be considered a violation of these restrictions.

i. 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 dwelling or residence on any lot or plat shall be not less than 55% brick, stone or its equivalent. This ratio may be changed or there may be no requirement for brick, stone, or its equivalent with written approval of the Architectural Control Committee as set out in these restrictions for special design, effects, and so forth. Foundation to be of a concrete slab type, or if special foundations are needed due to terrain or to design, such foundation must be approved in writing by the Architectural Control Committee as herein provided. All improvements or additions shall be substantially and safely constructed, painted, and kept in good repair, and all lots shall be kept in a clean and sanitary condition.

No residence or dwelling shall be constructed on a building plot or site having an area of less than two (2) acres.

SECTION TWO - Construction and Occupancy

No structure upon said property shall be occupied in the course of original construction until the same is completed and made to comply with the covenants, restrictions and conditions contained in this declaration. All work of construction on each structure shall be prosecuted diligently and continuously from the time from commencement of construction until the same shall be fully complete, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes beyond the reasonable control of the builder.

SECTION THREE - Maintenance and Repairs and Fences

All structures upon said property shall at all times be maintained in good condition and repair and properly painted. All fences across the bridle path line (front of property and side of property for corner lots) shall be painted white. Horses and other live stock shall be contained by fences which will meet the requirements as described herein.

- i. Within ninety (90) days from the time forms are set for the construction of a STRUCTURE, Owner shall install across the bridle path lines (across the front of all lots and for corner lots, across the side street side of all lots), a wood plank fence according to the following specifications.
 - a. Posts shall be four inches by four inches (4"x4") treated (paintable type treatment) are to be installed eight (8) foot on center to conform with other approved fences.
 - b. Corner posts and posts on either side of access gates shall be six by six (6"x6") posts treated (paintable type treatment) to conform with other approved access or corner posts.
 - c. All gates entering into the lot shall be constructed of treated lumber to conform with the wood planking as installed on the fence.
 - d. Fence to have three (3) stringers and to be constructed of finished lumber size one inch by six inch (1"x6"). The top of the bottom stringer is to be eighteen inches (18") above ground.....top of the top stringer shall be fortytwo inches (42") above the ground.....the center stringer to be installed equal distance between the bottom of the top stringer and the top of the bottom stringer.
- ii. Interior fences, cross fences, side lot line fences (except on side street side of corner lots), rear lot fences, may be constructed of wood (no requirement as to the type and method of construction) or they may be

nstructed as a wire fence. Fence posts shall be of treated material. No cedar posts or other type materials for posts shall be used. All fences to be smooth wire fences or wood plank fences. No barbed wire may be used.

SECTION FOUR - Accessory Building and Structures

Accessory Structures which may be constructed and maintained upon said property shall include garages, stables, patios, swimming pools with or without dressing rooms, not more than one (1) separate living quarters to be used only by non-paying guests or servants, and other accessory buildings and structures, exclusive of living quarters, customarily used in connection with single family private residence.

No accessory buildings and structures 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 the case the plans thereof shall provide for staining or other means of covering the same, and such plans are approved as herein provided.

SECTION FIVE - Temporary Quarters, Trailers and Boats

No trailer, tent or temporary quarters shall at any time be placed upon said property. No building or structure shall be placed upon any building site prior to the erection and completion of the main residence upon such building site except as consented to in writing by the Architectural Control Committee. No boat, camper, trailer, or truck shall be stored or maintained upon building site unless the same shall be kept within an enclosed area out of the view of any road or street and of any building site.

SECTION SIX - Keeping of Animals

The keeping of animals and foal on any lot shall be permitted, but strictly limited as follows:

- a. Not more than a total of two (2) horses, cows and sheep per one-half acre at any one time allocated in any way the Owner desires (e.g., one (1) horse, one (1) cow, or (1) horse, one (1) sheep) except that any foals, calves or lambs born of these animals may be kept in addition to these numbers for a period not to exceed one (1) year following birth thereof;
- b. Not more than four (4) chickens per one-half (1/2) acre at any one time;
- c. Not more than four (4) pigeons or doves per one-half (1/2) acre at any one time;
- d. Not more than four (4) pheasants per one-half (1/2) acre at any one time;
- e. Not more than four (4) rabbits per one-half (1/2) acre at any one time;
- f. Not more than a total of three (3) dogs at any one time, except that any puppies born of these animals may be kept in addition to these numbers for a period not to exceed six (6) months following the birth thereof;
- g. Not more than a total of five (5) cats at any one time, except that any kittens born of these animals may be kept in addition to these numbers for a period not to exceed nine (9) months following the birth thereof;
- h. No reptiles or ferae naturae at any time;
- i. No other animals, livestock, poultry or bees shall be kept or

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raised; no dog, cat, live ock, fish, foal of animal raising or trading as a business at any time.

SECTION SEVEN - Septic Systems, Waste Water Treatment Systems, and Out Houses

No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any homesite 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 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 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 effluent 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 single home waste water treatment systems the Architectural Control Committee must also designate the locations and the size and type of field line.

SECTION EIGHT - Nuisances

No noxious or offensive activity shall be carried on in or upon any part of the subject property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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The throwing of any trash or debris in any lake or body of water is strictly prohibited. There shall be no pollution or the streams, any lakes, or any body of water of any nature whatsoever.

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 materials or equipment except for normal residential requirements or incident to construction of improvements thereon is herein provided or permit the accumulation of garbage, trash or rubbish.

The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersections of streets or adjacent to parks, playgrounds and other facilities where the rear yard or portion of lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying of clothes from public view.

No land in subject property shall at any time be used for outside storage of building materials, implements, tools, furniture, landscape materials or equipment, irrigation pipes or apparatus, junk, trash, or any other things whatsoever; provided, however, that building and landscape materials, tools or equipment may be placed and maintained on any lot or building site from and after the approval in writing by the Architectural Control Committee of plans and specifications for a structure of any kind to be constructed on such land as herein provided for use in such construction; provided further that such construction shall commence in a reasonable time after such approval. Should such construction not commence within such reasonable time the materials, tools or equipment must be removed forthwith upon the request of the Architectural Control Committee. The Architectural Control Committee shall be the sole judge of what is "reasonable time".

No fences, walls, trees or other obstructions shall be placed, permitted or maintained on any land in subject property which substantially obstructs or diminishes the view of any other land in subject property. Upon the finding made by the Architectural Control Committee that the view is substantially obstructed or diminished by fences, walls, trees or the like on any portion of the land in subject property, the owner thereof, upon written notice sent by the Architectural Control Committee, shall within thirty (30) days remove, cut down or cut back or alter such obstruction to the extent specified by the Architectural Control Committee.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements of any event, such default continuing after ten (10) days written notice thereof, the Architectural Control Committee may without liability of the Owner or Occupant can 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, rubbish, or other such items as described above and/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 as to insure that all other requirements have been met, 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; therefore, in the event such cost is not paid to the Architectural Control Committee, then the Architectural Control Committee may make the amount of such cost a lien against the property involved by recording an appropriate statement of such cost.

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 (1) sign may be displayed to advertise the property for sale or for rent which sign shall be not more than one (1) square foot, to be erected in that part of the property which fronts the street and to be no higher than thirty-six(36) inches 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 rent 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 (6) 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.

SECTION TEN - Drainage

There shall be no interference with the established drainage in or over any lot except that drainage as provided by the developer. In the event it becomes necessary to change the established drainage over any lot, the Owner therefore, shall make adequate provisions for proper drainage in connection with such change, including the landscaping of all lots affected by the change and submit their plans and specifications for such drainage change to the Architectural Control Committee. Such work will be performed only after obtaining approval in writing from the Architectural Control Committee.

In the event any lot owner should be in violation of this Section Ten, the Architectural Control Committee may at its election, correct the violation and the Owner or occupant of the lot shall pay the Architectural Control Committee for reasonable expenses connected therewith and if payment is not immediately and promptly paid, the Architectural Control Committee may make the amount of such cost a lien against the property involved by recording an appropriate statement of such cost.

SECTION ELEVEN - Easements - Bridle Paths - Parks - Building Lines, Etc.

Easements for bridle paths, installation and maintenance of utilities, and drainage facilities are reserved and shown on the recorded plat above referred to. The easement in the rear of each lot as shown on said plat may be used as a public bridle path, together with other uses herein stipulated, and the owner of each lot shall not be permitted to fence such easement in the rear and to make any use of the property covered by such easement that would interfere with easement rights herein provided for.

Building lines or set back lines are designated as shown on the recorded plat above referred to. These building lines may be changed with the approval of the Architectural Control Committee.

A residence or dwelling may be erected on a building site of more than one platted lot and in the event of such residence or dwelling is constructed on more than one platted lot, then the outer boundary lines shall be considered the side lot lines and the inside lot lines shall be considered abandoned and of no effect. No residence, building or other structure 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 extensions of the ease of a roof.

Lot owners and their guests in this section of Hilltop Lakes shall have a 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.

There is a fifteen foot (15') easement provided on the front of all lots and a fifteen foot (15') easement is provided on the side street side of all lots which is to be designated as bridle paths. Lot owners and their guests in this section at Hilltop Lakes shall have a non-exclusive right and privilege in common with the owners and their guests, of lots in other sections of Hilltop Lakes in using these bridle paths. The owner of the lot on which the above described bridle paths are located may not construct a fence or make any other improvements thereon except the owner is required to keep this bridle path properly maintained through mowing, planting and so forth. The lot owner shall be required to commence this maintenance of said bridle paths after he has constructed any structure of any kind on said lot. Additional requirements are made herein where the construction of a fence along the bridle path lines (as described under definitions) and such requirements for said fence construction is more particularly set out under Section Three of these Restrictions.

SECTION TWELVE - Hunting

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, shotgun or any other firearm or any bow and arrow, or any other device capable of killing or injuring.

SECTION THIRTEEN - Water, Oil, and Mining Operations

No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot or tract of land, or 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 design for the 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.

The developer will not provide water to the individual lots and it will be the responsibility of the owner of said lots within this section to drill and provide for their own water supply. Nothing in these restrictions should prevent the Owners of one or more lots getting together and drilling a common water well; however, the ownership of said well shall be a matter of common law and shall not be covered by these restrictions. The owners of said lots may request and obtain permission of the Architectural Control Committee for using the easements provided in this section for purposes of installing service water lines from such a central well.

SECTION FOURTEEN - Reserved Areas

This instrument of dedication and the restrictions and covenants on said subdivision shall not affect any areas described therein as "reserved".

SECTION FIFTEEN - Resubdividing Lots

No lot within this section may be resubdivided without the written consent of the Architectural Control Committee; however, in any event no resubdivision shall be allowed to resubdivide to less than two (2) acre lots.

ARCHITECTURAL CONTROL COMMITTEE

No building, accessory building, dwelling, garage, 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: 2029 Buffalo Speedway, Lamar Towers, Suite 103, Houston, Texas, 77006, or any other subsequent address that the Committee should choose to designate.

ARTICLE FOUR

DURATION, ENFORCEMENT, AMENDMENT OF RESTRICTIONS

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 (1) 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.

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.

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.

ARTICLE FIVE

MAINTENANCE FEE

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 HILLOTOP 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 constructing 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 require, moreover, 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 whatsoever, 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.

Fund and he shall have the right to collect, hold and expend any amount paid or to be paid into said Maintenance Fund to carry out 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 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. 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'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 non-profit 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 non-profit 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 non-profit 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 Article Four above.

ARTICLE SIX

MISCELLANEOUS

No breach or violation of the covenants, conditions or restrictions herein contained nor the enforcement of any lien arising hereunder shall defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and value; but all of said covenants, conditions and restrictions shall be

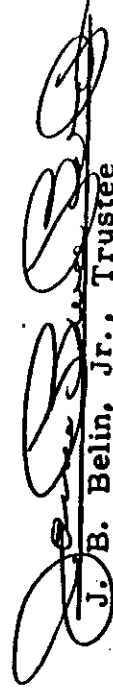
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binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale or otherwise.

Neither declarant nor the Architectural Control Committee shall be responsible for any defects in any building or other such structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Architectural Control Committee or any conditions or requirement that the said committee may have imposed with respect thereto.

The Architectural Control Committee shall have the privilege to permit the owner of any lot or lots (without the consent of Owners of other lots) to deviate from any and all the covenants set forth herein, provided that such deviation is necessary in order to carry out the general purposes of this declaration. Any such permission of said committee shall be in writing and shall not constitute a waiver of said committee's power of enforcement with respect to any of said covenants as to other lots.

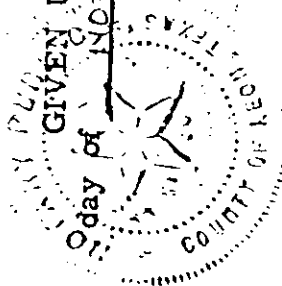
Invalidity of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

EXECUTED THIS 11th day of NOVEMBER, 1972.


J. B. Belin, Jr., Trustee

COUNTY OF ~~LEON~~ LEON

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 11th day of NOVEMBER, 1972.

J. B. Henry
Notary Public in and for
Leon County, Texas
HEON

SUBORDINATION OF LIENHOLDERS

The undersigned, Community Savings and Loan Association, 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 14th day of NOVEMBER, 1972.

COMMUNITY SAVINGS & LOAN ASSOCIATION

ATTEST: Jay Kinsinger Secretary By J. B. Henry President

LIENHOLDERS:

Margaret Thomas Belin
Margaret Thomas Belin, a widow

James Bruce Belin, Jr.
James Bruce Belin, Jr.

Marion Douglas Belin
Marion Douglas Belin

THE STATE OF TEXAS !
COUNTY OF BRAZOS !

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Henry, as President of Community Savings & Loan Association, 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 Community Savings & Loan Association, 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 14th Day of November, 1972.



Jay Kinsinger
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS !
COUNTY OF ~~HARRIS~~ LEON

BEFORE ME, the undersigned authority, on this day personally appeared James Bruce Belin, Jr., and Marion Douglas Belin, co-independent executors and co-trustees under the will of James Bruce Belin, Sr., deceased, and

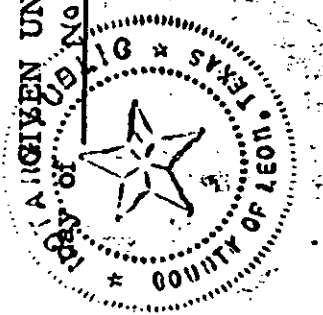
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Margaret Thomas Belin, a widow, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESSETH
THIS 15th day of NOVEMBER

1972.

this the 11th



Donald R. Carrigan

Notary Public in and for
Harris County, Texas
LEON

Filed for record on the 15th day of Nov. A.D., 1972 at
4:00 o'clock P.M., and duly recorded this the 27th day of Nov.
A.D. 1972 at 2:00 o'clock P.M.

ROY CARRIGAN, County Clerk
Leon County, Texas

By: *Donald R. Carrigan* Deputy