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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

HILLTOP LAKES, SECTION 16

THE STATE OF TEXAS) (

COUNTY OF LEON) (

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH:

WHEREAS, I, J.B. BELIN, JR., TRUSTEE hereinafter called "Developer" being 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 16 a subdivision of 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 26th day of May, 1993, and recorded in Book 4, Plat 184, Envelope 187 A & B of the Map Records of Leon County, Texas, reference to which map or plat 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 of appropriate reference to this instrument, of each and every contract, deed, deed of trust, 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, deed of trust, and lease, as though fully set forth therein whether specifically referred to therein or not.

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, deed of trust, or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth, except, however, that those areas labeled "RESERVES" and/or "UNRESTRICTED RESERVES" on the recorded map or plat are not restricted or affected in any manner whatsoever by this instrument.

ARTICLE I
DEFINITIONS

Section 1.01 - "Developer" shall mean and refer to J.B. Belin, Trustee in and for Hilltop Lakes Resort City, the Developer of the Subdivision.

Section 1.02 - "Committee" shall mean and refer to the Architectural Control Committee.

PLEASE RETURN TO:
Hilltop Lakes
P.O. Box 1242
Hilltop Lakes, TX 77871

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Section 1.03 - "Association" shall mean and refer to the Community Improvement Association, a Texas non-profit corporation formed or to be formed and its successors and assigns.

Section 1.04 - "Board of Directors" shall mean and refer to the Board of Directors of the Community Improvement Association.

Section 1.05 - "Hilltop Lakes" shall mean and refer to this Subdivision and any other section of Hilltop Lakes.

Section 1.06 - "Lot" shall mean and refer to any plot of land identified as a lot or homesite on the plat of the Subdivision. For purposes of this instrument, "lot" shall not be deemed to include any portion of any "Reserves" or "Unrestricted Reserves," (defined herein as the Reserves and Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.07 - "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

ARTICLE II RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 - Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads and streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 - Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Leon County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, pipelines, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or lots. Notwithstanding anything to the contrary contained in this Section 2.02, no sewers, electrical lines, water lines, cable television, pipelines, or other utilities may be installed on said Property except as approved in writing by the Developer. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or the Utility District shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the Property covered by said easements.

Section 2.03 - Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water lines, gas, sewer, storm sewer, pipelines, electric lighting, electric power, telegraph or telephone purposes and any other easement hereafter granted abutting the lots. The Owners of the respective lots shall not be deemed to own pipes, wires, conduits or other service lines running through their lots which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

Section 2.04 - Utility Easements.

(a) A ten (10) foot utility easement has been dedicated along the front of all lots, and along the side lot line adjacent to the street right-of-ways of all corner lots except as otherwise indicated on the Plat

(b) A five (5) foot utility easement has been dedicated along the side lot line of all lots ten (10) feet between lots and a five (5) foot wide anchor and guy wire easement extending thirty (30) feet beyond any utility easement or public right-of-way where and when necessary for guy and anchor to support overhead utility lines.

(c) Other ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(d) The streets or roads as shown on the recorded plat may be used for the installation and maintenance of any utilities. There is also dedicated an unobstructed aerial easement seven (7) feet wide upward from a plane sixteen (16) feet above the ground located adjacent to all utility easements as shown on recorded plat.

(e) Any utility easement shown on the recorded plat may be used as a drainage easement for the construction of drainage facilities or drainage ditches, but any such use shall not unreasonably interfere with the use of such easement for utilities. Any drainage easement shown on the recorded plat may be used as a utility easement but such use as a utility easement shall not interfere with the use of such easements for drainage purposes.

(f) No building shall be located over, under, upon or across any portion of any utility easement, however, the Owner of each lot shall have the right to construct, keep and maintain drives and similar improvements across the utility easement along the front of the lot and/or along the side of corner lots adjacent to street right-of-ways and shall be entitled to cross such easements at all times for purposes of gaining access to and from such lots.

(g) The Owner of each lot shall indemnify and hold harmless Developer and public utility companies having facilities located over, across or under utility easements or drainage easements from any loss, expense, suit or demand resulting from death, injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements, including where such death, injury or damage is caused or alleged to be caused by the sole negligence of such public utility or its employees, officers, contractors, or agents.

(h) Anything to the contrary hereinabove set forth notwithstanding, the Developer hereby reserves the right to use or to allow the use of the areas designated as utility easements and street right-of-ways for the installation, construction, maintenance, operation and removal of pipelines of such nature as may be approved by Developer provided that such use shall not unreasonably interfere with the use of such easements by utility companies as herein described.

(i) The Owner of each lot shall have the obligation to maintain the elevation of all drainage areas within a drainage easement or within a utility easement where such easement is used for drainage and Owner may not fill such drainage areas. Developer and/or Association may enter upon such drainage easements to make improvements or to maintain the drainage and when do so, the Owner of each lot shall indemnify and hold harmless Developer and Association making such improvements from any loss, expense, suit or demand resulting from death, injuries to persons or damage to property in any way occurring incident to, arising out of, or in connection with such improvements, including where such death, injury or damage is caused or alleged to be caused by the sole negligence of Developer or Association or their employees, officers, contractors or agents.

ARTICLE III
USE RESTRICTIONS

Section 3.01 - Single Family Residential Construction - No building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling used for residential purposes only and not to exceed two (2) stories in height and a private garage (or other covered parking facility) and other bona fide servant's quarters, provided, however, that the servant's quarters structure and garage will not exceed the main dwelling in height or number of stories. Any garage located on a lot in Block Two (2) must be attached to the main residence and must not be nearer to the front lot line or rear lot line than the building set-back line as set out for residence and attached garage in Section 3.05. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage is available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by Builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with garage doors. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said lots, or the use of said lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses, and no lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes.

Except as otherwise provided in Section 3.18, no portable or permanent buildings of any type or character shall be moved or placed upon any lot. Buildings of every type and character must be approved by the "Committee" (as hereinafter defined) prior to the commencement of the construction of such buildings. Only one (1) detached building of any type or character including detached garage, as approved by the Committee may be constructed on any lot.

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 unless the approved plans therefore shall provide for staining or other means of coloring of same. Any outbuilding to be erected upon a lot shall be incidental to a dwelling (home) and shall have been approved by the Architectural Control Committee prior to the start of construction of same.

Section 3.02 - Special Fence Restrictions for Lots 1 through 24 in Block 2.

(a) At the time of construction of a residence on any of the above described lots, Owner shall simultaneously construct a six (6) foot wood fence of a design specification and color as indicated below and as approved by the Committee that will fully enclose the rear yard of said residence. Said fence shall be constructed along the rear lot line and along each side lot line to a point not nearer to the street front than the front building setback of the residence and the fence shall fully enclose the rear yard of the residence. The fence posts shall be No. 2 grade yellow pine four (4) inches by four (4) inches S4S wood posts pressure treated with Chromated Copper Arsenate with a retention of 0.60 pounds per square foot (No. 6 CCA) and be placed a minimum of three (3) feet in the ground with that portion of the fence post in the ground fully concreted. The fence posts shall be placed eight (8) foot on center along the length of the fence.

There shall be four (4) No. 2 grade yellow pine two (2) inches by four (4) inches S4S wood stringers, pressure treated with "No. 6 CCA." The top stringer shall be two (2) inches below the top of the fencing; the bottom stringer shall be at the bottom of the fencing; the remaining two stringers shall be equally spaced. There shall be one (1) No. 2 grade yellow pine two (2) inches by six (6) inches S4S wood rot board pressure treated with "No. 6 CCA" placed along the bottom of the fence adjacent to the ground. Nails to be galvanized ring shank. There shall be one (1) No. 2 grade yellow pine two (2) inches by six (6) inches S4S wood cap board pressure treated with "No. 6 CCA" placed along the top of the fence.

The fencing shall be one (1) inch by six (6) inch No. 1 grade western cedar or better and shall be placed along the outside of the fence so as persons in vehicular traffic or otherwise along Hilltop Drive and Farm Road 3 will see the finished fence and will not be able to see the wood stringers. The bottom of the fencing shall butt to the two (2) inch by six (6) inch rot board and butt to the two (2) inch by six (6) inch cap board.

No fence boards shall extend higher than two (2) inches above the top of the two (2) inch by four (4) inch stringer to avoid warping.

At the time the fence is constructed, the fence shall be stained redwood unless another color is approved by the Committee. However, after the fence color is selected by the Committee, all future fences constructed shall be stained the same color. All fences are to be constructed in the same manner and as each new fence is constructed, the exterior of the fence shall match and be in line with any existing fence.

Fences shall at all times be maintained in an excellent condition and appearance by Owner at Owner's expense. Owner shall make any and all repairs necessary to keep the fence in excellent condition at all times and shall restrain the fence at lease once yearly in order for the fence to remain with a fresh and attractive appearance.

Section 3.03 - Composite Building Site. Any Owner of one or more adjoining lots, (or portions thereof) may, with the prior written approval of the Committee, consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the Plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of all lots in the same block unless otherwise approved by the Committee. In addition, the Side Lot Utility Easement must be abandoned or released in accordance with applicable law. Upon such abandonment or release the receipt of written approval of the Committee, such resulting composite building sites shall thereupon be regarded as one (1) "lot" for all purposes hereunder. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must contain not less than 19,000 square feet in area and said lot must have a front lot width of not less than the average front lot width of lots having the same classification except as otherwise approved by the Committee. Adjoining lots may not be consolidated into a composite building site where the construction of a residence would encroach upon an easement dedicated by plat or these restrictions that presently contain or in the future contain drainage or utilities.

Section 3.04 - Minimum Square Footage Within Improvements. The minimum living area of the main residential structure located on any lot, exclusive of porches and parking, facilities shall be not less than 1,600 square feet for a one story dwelling and 2,000 square feet for a two story dwelling.

Section 3.05 - Location of the Improvements Upon the Lot. No residential structure, carport or any other improvement shall be located on any lot nearer to the front, rear, side or street-side lot building line shown on the Plat or nearer to the property lines than the minimum building set-back lines shown in the table below, as modified by the notes described below the table. For purposes of this Declaration, air compressors, eaves, steps, and unroofed terraces shall not be considered as part of a residential structure or other improvement. This covenant shall not be construed to permit any portion of a building foundation on a lot to encroach upon an easement. The main residential structure on any lot shall face the front of the lot, except as described below or unless a deviation is approved in writing by the Committee.

TABLE OF BUILDING SET-BACK REQUIREMENTS

Lot Designation	Front	Rear	Side	Corner Lot (3)
	Building Set-back	Building Set-back	Building Set-back	Side Building Set-back
All Lots	40 Ft. (1)	40 Ft. (3)	10 Ft.	20 Ft. (4)

(1) The front building set-back for all lots fronting on the bulb of a cul-de-sac shall be 30 feet.

(2) On corner lots, the front of the lot shall be defined as the principal side of the lot having the lesser street frontage. The side building set-back line will be measured on the side of the lot facing the larger street frontage.

(3) The rear building setback for a residence or a residence with an attached garage is 40 feet. The rear building setback for a detached garage or other approved accessory building is 15 feet, however, in no case shall any improvement encroach upon an easement.

(4) If a house on a corner lot is constructed with the front or main entrance facing the side of the larger street frontage, the required set-back for both fronting sides will be 40 feet.

(5) Any garage located on a lot in Block Two (2) must be attached to the main residence and must not be nearer to the front lot line or rear lot line than the building set-back lines as set out for the residence and attached garage in this Section 3.05.

Section 3.06 - Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the Committee approves a different type of foundation when circumstances such as the topography of the lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the lot. Minimum finished slab elevation for all structures shall be twelve (12) inches above the natural ground elevation except as otherwise provided in Section 3.09. In no case will a slab be lower than twelve (12) inches above finish grade of the lot at the foundation perimeter. All references in this Declaration to required minimum slab elevations do not constitute a guaranty by Developer or the Committee that the residence will be free of flood or related damage. All foundations are required to be engineered and designed by a qualified licensed engineer or architect based upon appropriate soils information as recommended by such engineer.

The residential foundation plans to be used in the construction of the residence must be submitted to the Committee along with the plans and specifications for the residence as provided in Section 4.01. The Committee and/or Developer shall rely solely upon Owner/Builder's engineer as to the adequacy of said foundation design when issuing architectural approval of the residence to be constructed.

The Owner/Builder shall establish and construct the residence and garage slab at an elevation sufficient to avoid water entering into the residence and garage in the event of a heavy rain. Special considerations shall be given to this requirement on unlevel lots.

Section 3.07 - Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction of improvements on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 3.08 - Removal of Trees, Trash and Care of Lots during Construction of Residence.

(a) All Owners, during their respective construction of a residence, are required to remove and haul from the lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the lot for construction of the residence, construction of other improvements and landscaping. No burning is allowed on the lot and no materials or trash hauled from the lot may be placed elsewhere in the Subdivision or on land owned by Developer whether adjoining the Subdivision or not.

(b) All Owners, during their respective construction of a residence, are required to continuously keep the lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the lot.

(c) No trash, materials, or excess dirt is allowed in the street or street right-of-way. All Owners shall keep street and street right-of-way free from trash, materials, and excess dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street right-of-way shall be removed, without delay, not less frequently than daily.

(d) No Owner or Contractor may enter onto a lot adjacent to the lot upon which he is building for purposes of ingress and egress to his lot during or after construction, unless such adjacent lot is also owned by such Owner, and all such adjacent lots shall be free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner of an adjacent lot.

Section 3.09 - Drainage.

(a) Each Owner of a lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in the Subdivision; and he will make adequate provisions for the drainage of his lot in the event it becomes necessary to change the established drainage over his lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the Committee and shall be subject to the Committee's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any lot in the Subdivision, was completed by Developer.

(b) Each Owner (including Builders), unless otherwise approved by the Committee, must finish the grade of the lot so as to establish good drainage from the rear of the lot to the front street or from the building site to the front and rear of the lot as dictated by the natural topography of the land, existing drainage ditches, and swales constructed by Developer for drainage purposes. No pockets or low areas may be left on the lot (whether dirt or concrete) where water will stand following a rain or during watering.

(c) All Owners and/or Builders shall comply with the National Pollutant Discharge Elimination Systems Permit ("NPDES Permit") applicable to their respective lot(s) as required by EPA under the Water Quality Act of 1987 amending the Clean Water Act, as said laws, rules and regulations may be amended from time to time.

(d) There is a thirty (30) foot drainage easement between Lots 18 and 19 and between Lots 3 and 4, in Block 2 and there is a sixty (60) foot drainage easement along the rear of Lots 1 through 5, 7, 9 through 11, and 13 through 19, in Block 4. Owner shall not disturb the drainage pattern over, across and along these drainage easements without prior written approval of Developer and the Committee. Drainage will occur from outside of the Subdivision and within the Subdivision along these drainage easements and in the case of a heavy rain, will additionally cross or cover a portion of these lots adjacent to and/or lots near these drainage easements. Additionally storm water will pond along the rear of Lots 7, 9 through 11 and 13 through 18 in Block 4 until such time the water dissipates through evaporation or through percolation into the existing soil. Additional storm water will pond along Lots 3 and 4 in Block 2 until such time as water dissipates through evaporation, through percolation or via runoff across Hilltop Drive. Houses constructed on Lots 3 and 4 or 18 and 19 in Block 2 shall be constructed with a floor elevation of at least two (2) feet higher than the highest elevation on said lots unless otherwise approved by the Committee. Houses constructed on Lots 7, 9 through 11 and 13 through 18, in Block 4 shall be constructed with a floor elevation as high as the highest elevation on each lot unless otherwise approved by the Committee. Neither the Committee nor the Developer, as applicable, in its approval of the house plans, slab elevation or the location of the residence or other improvements on any lot in Section 16 shall be liable to any Owner or other party for any death, injury or property damage resulting from water or other causes. Additionally, each Owner of any lot in Section 16 indemnifies and holds harmless the Developer and the Architectural Control Committee from any claims, causes of action, liabilities, law suits, damages, expenses, including reasonable attorney fees, with respect to death, injury or property damage as a result of storm or flood waters.

Section 3.10 - Masonry Requirements. - Without the prior approval of the Committee, no residence shall have less than fifty-one (51) percent masonry construction or its equivalent on its exterior wall area including the wall area of the attached garage.

Section 3.11 - Driveways, Walkways and Culvert Pipe - Driveways shall be constructed of concrete or asphalt and shall be not less than ten (10) feet wide, however, that portion of the driveway from the front lot line to the paved street must be paved with asphalt and shall be constructed with a five (5) foot radius and tie to the existing asphalt street surface. Asphalt driveways shall be constructed with a minimum of eight (8) inches of compacted base and with one and one-half (1 1/2) inches of compacted asphaltic concrete. No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision; without limiting the generality of the foregoing, a culvert pipe not less than eighteen (18) inches in diameter, except as otherwise required by the Committee, shall be installed under the asphalt driveway.

A four (4) foot wide concrete walk must be constructed from the front entrance of the residence to the driveway. Such walkway may not cross the drainage ditch in front of the lot and no culvert pipe other than the culvert pipe to be installed at the driveway may be installed in the drainage ditch.

Section 3.12 - Carports. No carport shall be erected or permitted to remain on any lot without the express prior written approval of the Committee. Said approval will be denied unless the carport is shown to be an integral part of the residence and the carport is constructed with the same design, color and materials as the residence.

Section 3.13 - Walls, Fences and Hedges.

(a) No wall, fence, planter or hedge in excess of two (2) feet high shall be erected, planted or maintained (i) nearer to the front property line than the front building set-back line or (ii) on corner lots nearer to the side lot line than the building set-back line parallel to said side street.

(b) Special restrictions for wood fencing for all lots in Block Two (2) are set out in Section 3.02.

(c) Except as otherwise provided in this Section 3.13, no walls, fence, planter or hedge shall be more than six (6) feet high. A wood fence or other decorative fence of a design and color, as approved by the Committee, may be constructed between the front building setback line and the rear property line. All wood fences shall be constructed and maintained under the same specifications and requirements as set out in Section 3.02 special restrictions unless otherwise approved by the Committee.

Section 3.14 - Visual Obstruction at the Intersection of Streets.

No planting or object which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 3.15 - Air Conditioning Requirements. No window or wall type air conditioning unit shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Subdivision. No air conditioner compressor may be located in front of a house or on the side of a house facing a street.

Section 3.16 - Disposal Unit Requirements. Each kitchen in each residential dwelling or servant's quarters situated on any lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

Section 3.17 - Prohibition of Offensive Activities. Without expanding the permitted uses of the lots, no activity, whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or may become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and the lighting effects utilized to display the model homes. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a lot. The Developer and the Committee shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, include, without limitation, (1) the performance of work on automobiles or other vehicles upon the lot or in driveways or streets abutting lots, (2) the use or discharge of firearms, firecrackers or other fireworks within the Subdivision, (3) the storage of flammable liquids in excess of five gallons, or (4) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

As indicated above, no lot in the Subdivision shall be used for any commercial, educational, manufacturing, business or professional purpose nor for church purposes. The renting or leasing of any residential dwelling is subject to the provisions of Section 5.06.

No lot or other portion of the Subdivision shall be used or permitted to be used 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 persons.

Section 3.18 - Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out building shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its' sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities. Builders and Contractors may, with the prior written approval of the Committee, exercise the rights reserved by Developer in this Section 3.19.

Section 3.19 - Storage of Vehicles or Equipment.

(a) No motor vehicle or non-motorized vehicle (including without limitation, trucks and recreation vehicles), trailers, campers, motorcycles, off-road motor bikes, bicycles, golf carts, go-carts, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of a lot, driveway, private road or street, easement, right-of-way, or Common Area unless such vehicle or object is concealed from public view inside a garage or enclosure approved by the Committee. Notwithstanding the ten (10) hour parking restriction, there shall be no overnight parking on any road or street. Passenger automobiles, passenger vans or pick-up trucks that are in operating condition and not in a state of disrepair, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt from the ten (10) hour parking restriction and the overnight parking on the street in front of the residence only; however, such parking shall not be continuous and shall not exceed forty-eight (48) hours in duration. No vehicle may be repaired on a street or repaired on a lot unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof.

(b) Boats and boat trailers may be parked in the Owner's driveway for a period not longer than forty-eight (48) hours in duration (but in no event on a semi-permanent or daily basis), however, boats and boat trailers may not be parked on the street. Boats and boat trailers must be completely concealed from public view inside a garage or approved enclosure if they are parked or stored on a lot for more than forty-eight (48) hours.

(c) This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of (i) residential dwelling(s) or related improvements in the immediate vicinity thereof or (ii) utility improvements in the Subdivision.

Section 3.20 - Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot. At no time shall the drilling, usage or operation of any water well be permitted on any lot, except that the Committee may, in its' discretion, allow water wells to be drilled for homes requiring water wells for solar heating and cooling purposes. The prohibition of water wells shall not in any manner be deemed to apply to the Reserves designated on the Plat or to any land within the Subdivision or Mixable Area owned by the Developer whether adjacent hereto or not.

Section 3.21 - Animal Husbandry. No animals, livestock, bees or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No more than two (2) of each type of animal shall be kept as household pets. No Owner shall permit any dog, cat or other domestic pet under his ownership or control to leave such Owner's lot unless leashed and accompanied by a member of such Owner's household.

Section 3.22 - Lot Maintenance.

(a) All lots shall be kept at all times in a neat, attractive, healthful and sanitary 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 as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

(b) In the event of any default by the Owner or other occupant of any lot in observing the above requirements or the requirements of Section 3.08, which default is continuing after ten (10) days written notice thereof to the Owner or occupant, as applicable, the Developer or the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said lot, cut, or 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 this Declaration, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such lot for the cost of such work and associated materials. Payment thereof shall be collected by adding the charges to the Maintenance Charge (secured by a Vendor's Lien, as described in Article V) and shall be payable on the first day of the next calendar month with the regular monthly Maintenance Charge payment. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 3.23 - Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Committee and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures. Additionally, no street or directional signs may be installed within the Subdivision without the prior written approval of the Developer and the Committee.

The Developer or the Association (and/or any agent designated in writing by Developer or the Association) shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in doing so shall not be subject to any liability for trespass or any 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 3.24 - Maximum Height of Antenna. No radio or television aerial wires, antenna or satellite receiving dish shall be maintained on any portion of any lot outside of the building setback lines of the lot or forward of the front of the improvements thereon; nor shall any antenna of any style (excluding satellite receiving dishes which are discussed below), be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot. No satellite receiving dish may be erected or installed without the prior written approval of the Committee. No satellite receiving dish may be erected or installed that extends more than six (6) feet above the natural grade, and every satellite receiving dish shall be enclosed with a six (6) foot high fence or wall constructed so that the dish is not visible at ground level from adjoining lots, streets, common areas, lakes or the golf course.

Section 3.25 - Wind Generators. No wind generators shall be erected or maintained on any lot if said wind generator is visible from any other lot or public street.

Section 3.26 - Solar Collectors. No solar collector shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the public street in front of the residence.

Section 3.27 - Swimming Pools. No swimming pool may be constructed on any lot without the prior written approval of the Committee. Each application made to the Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such lot, including a plot plan showing the location and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan. The Committee's approval or disapproval of such swimming pool shall be made in the same manner as described in Article IV hereof for other building improvements. Excavation required for swimming pools shall be hauled from the site to a place outside of the Hilltop Lakes Subdivision unless otherwise approved by the Committee.

Section 3.28 - Drying of Clothes in Public View. The drying of clothes in public view is prohibited, and the Owners or occupants of all lots shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

Section 3.29 - Garage Doors. Garage doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant. All garage doors must be equipped with an electrically operated automatic door closer.

Section 3.30 - Control of Sewage Effluent. 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 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 single 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 the septic tank, field line and/or grease traps in accordance with specifications approved by the Architectural Control Committee and/or require the installation of a single family home waste water treatment system according to specifications approved by the Architectural Control Committee which 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 family home waste water treatment system installed regardless of the percolation test; however, specifications for the installation of field line and the single family home 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 or 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's decision shall be final as whether 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 effluent 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. All septic systems and single family home waste water treatment systems must meet or exceed all the requirements of the Texas Water Commission, Texas State Health Department and/or any other governmental agency including permits, specifications and inspections.

No outside toilets will be permitted, nor shall the installation of any means of disposal of sewerage effluent be allowed which would result in raw or untreated sewerage being carried into water bodies or leeching to the top of any lot or ditch. Drainage of septic tank to roads, streets, alleys, public ditches or drainage areas 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 its approval obtained prior to such installation 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 may also designate the locations and the size and type of field lines.

Section 3.31 - Residences and Improvements Damaged by Fire or Other Casualty. Any buildings or other improvements within the Subdivision that are destroyed partially or totally by fire, storm or any other casualty, shall be repaired or demolished within a reasonable period of time, and the lot and improvements thereon, as applicable, restored to an orderly and attractive condition.

Section 3.32 - Common Area. Any Common Area shall be used only for streets, roads, paths, recreation, utility easement, drainage purposes, and lot purposes reasonably connected therewith or related thereto; provided, however, no residential, professional, commercial, educational or church use shall be made of any Common Area.

Section 3.33 - Vehicles Permitted to Use Streets.

(a) The only motorized vehicles allowed on the roads and streets in the Subdivision shall be (1) motor vehicles currently licensed and inspected for use on public highways or (2) golf carts; provided, however, golf carts shall be operated in the Subdivision solely for purposes of access to and from the golf pro shop.

(b) The use of non-licensed motor vehicles including, but not limited to, automobiles, trucks, motorcycles, dirt bikes, off-road vehicles and go-carts is expressly prohibited.

(c) Vehicles, regardless of type, may only be operated by individuals holding a current driver's license valid in the State of Texas.

(d) Licensed motorized two-wheel or three-wheel vehicles shall be allowed within the Subdivision solely for the purpose of access to and from the Subdivision and access to and from the Country Club, but shall not be permitted for travel within the Subdivision.

(e) Vehicles, tractors, mowers, trailers or other construction and maintenance equipment used in the construction and maintenance of the Subdivision, construction of sections within Hilltop Lakes and the construction and maintenance of the Country Club, Golf Course, Lakes, Parks and Grounds or for other purposes, may with the approval of the Developer use the roads and streets in the Subdivision.

Section 3.34 - Landscaping.

(a) Before any landscaping shall be done in the yard of any newly constructed dwelling, the landscape layout and plans shall first have been approved in writing by the Committee. Such landscape layout and plans shall include all landscaping to be planted in the front, side and rear yards of the lot at the time the dwelling is being completed and before occupancy.

(b) Unless otherwise approved by the Committee, at the time of initial construction of improvements on any lot in the Subdivision, the Owner of each lot shall spend not less than one (1) percent of the combined value of house being constructed including the value of the lot or \$3,000.00, whichever is the highest.

(c) The Committee shall, in its sole discretion and authority, determine whether the landscape layout and plans, including, but not necessarily limited to, drainage, grass, shrub and tree planting, include sufficient landscaping. The Committee may require additional landscaping should the Committee deem it to be necessary.

Section 3.35 - Roofing. No external roofing material other than No. 1 Cedar wood shingles or not less than two hundred and forty (240) pound composition shingles of a wood tone color, as approved by the Committee, shall be used on any residence or other improvement on any lot without the prior written approval of the Committee.

Section 3.36 - Mailboxes. Mailboxes may not be constructed, installed or placed in the front of any residence.

Section 3.37 - Landing, Storage and Parking of Aircraft. No helicopters, hovercraft or other aircraft shall land or be stored or parked within the Subdivision, except in areas of the Subdivision or other areas designated by the Developer until the "Control Transfer Date" (as hereinafter defined). From and after the Control Transfer Date, the Association shall designate a portion of the Subdivision or other area, if any, for the landing, storage or parking of helicopters, hovercraft and other aircraft.

Section 3.38 - Storage of Materials and Equipment. - No lawn tools, wheelbarrows, lawn mowers or other lawn maintenance supplies or equipment and no other tools or devices used in maintenance, repair or construction of a residence and related facilities shall be stored or maintained on the property except if located within an enclosed structure after the initial residence has been constructed and occupied. Except, however, when additions, remodeling or construction of improvements are being made, materials required for such construction can be stored on the lot so long as such materials are neatly stacked for the duration of such construction, however, such storage shall be allowed only when continuous daily progress is being made to complete such additions, remodeling or construction.

Section 3.39 - Use of Lot as Roadway or as an Access Easement. - No lot may be used for roadway purposes or as an access easement, or any purposes inconsistent with these restrictions without approval of the Developer.

Section 3.40 - Lot Owners Use of Lakes, Parks and Bridle Paths. - Lot owners and their guests in this section of Hilltop Lakes shall have the nonexclusive 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 under such rules and regulations as promulgated from time to time by the Developer.

Section 3.41 - Care of Lakes and Streams. - 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.

Section 3.42 - Water Tap Fee and Sewer Inspection Fees. - There is a water tap fee and sewer inspection fee that is required to be paid to the Developer, his heirs or assigns before any improvement or other approved building shall be connected to water lines.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 - Basic Control.

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld by the Committee based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) The sole authority for determining whether construction plans and specifications for proposed improvements are in compliance with the provisions of this Declaration as to quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography, finished grade elevations and other relevant factors, rests with the Committee. Disapproval of plans and specifications, including location of the proposed improvements, may be based by the Committee upon any grounds, including purely aesthetic conditions, which shall seem sufficient in the sole discretion of the Committee.

(c) Each application made to the Committee shall be accompanied by three sets of plans and specifications for all proposed construction (initial or alterations) to be done on such lot, including the drainage plan for the lot, plot plans showing the location and elevation of the improvements on the lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Association.

Section 4.02 - Architectural Control Committee.

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. All references to the Architectural Control Committee shall include any designated representative. 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.

Section 4.03 - Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 - Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plot plan, but nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be an officer, owner or director of Developer.

Section 4.05 - Variances. The Committee may authorize variances from compliance with any of the provisions of this Declaration, including without limitation, building setback lines, or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Committee, when circumstances such as topography, natural obstructions, lot configuration, lot size, hardship, aesthetic or environmental considerations may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted, provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat (except to the extent that the variance relates to building setback lines). As more particularly described in Section 4.08, neither the Developer nor the Committee shall be liable to any Owner or any other person for approving or disapproving a request for a variance.

Section 4.06 - No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or other Owners.

Section 4.07 - Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements, including compliance with the provisions of Section 3.09.

Section 4.08 - Non-Liability for Committee Action. Except for bad faith or willful misconduct, neither the Developer, the Committee, nor any member of the Board of Directors, shall be liable to any Owner or any other person for any loss, damage or injury arising out of or in any way connected with any actions or failure to act or in connection with any approval, conditional approval or disapproval of plans and specifications or any approval or disapproval of any request for a variance, including, without limitation, mistakes in judgement, negligence, malfeasance or nonfeasance. No approval or conditional approval of plans and specifications and no publication of minimum construction standards or rules and regulations shall ever be construed as representing or implying that, or as a warranty or guaranty that, if followed, the improvements or modifications of the improvements will comply with applicable building codes, legal requirements or other governmental laws or regulations, or as to any other matters relating to the health, safety, workmanship or suitability for any purpose.

ARTICLE V

MAINTENANCE FUNDS

There is hereby imposed upon each lot in this Subdivision and each such lot is hereby subjected to a monthly maintenance charge of \$19.50 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 successor custodian and administrator, in advance on 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 further except 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 judgement and discretion as to the exemption of any lot from said maintenance charge, and the exercise of such judgement 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 judgement 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 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 judgement 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, toward 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 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 to such corporation 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.

ARTICLE VI GENERAL PROVISIONS

SECTION 6.01 - Term. 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 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) percent 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, or may release any lot shown on said plat from any restrictions and covenants, at the end of the first thirty-five (35) year period or any time thereafter by executing and acknowledging the 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 platted lot 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 executed by the Developer and filed in the Deed Records of Leon County, Texas.

SECTION 6.02 - Waiver of Invalidation. The waiver of invalidation of any one or more of these restrictions, covenants or conditions by judgement, court order or otherwise, shall in no wise constitute a waiver of or invalidation of any other restrictions, covenants and condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

Section 6.03 - Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time, hereafter to make minor changes in and minor additions to these restrictions for the purpose of effecting the purposes herein set forth. 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 Developer shall have and 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 reserves 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.

Section 6.04 - Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 6.05 - Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 6.06 - Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 6.07 - Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 6.08 - Use of Recreational Facilities. 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 under such rules and regulations as promulgated from time to time by the Developer.

Section 6.09 - Maintenance Fee Payment Leased Residence. If an owner of a residence leases his/her house to a tenant, this rental does not release the owner of the residence and lot from the obligation of paying the monthly maintenance fee as established and set forth in Article V of these restrictions and such owner shall have the continued obligation to pay such maintenance fee subject to the terms and conditions of Article V.

Section 6.10 - Enforcement. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any section of Hilltop Lakes) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions.

Section 6.11 - Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless to the provisions herein contained, including said Reservations, Restrictions and Covenants.

Section 6.12 - Partial Invalidity. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

EXECUTED this 30th day of July, 1993.

By J. B. Belin, Jr.
J. B. Belin, Jr., Trustee

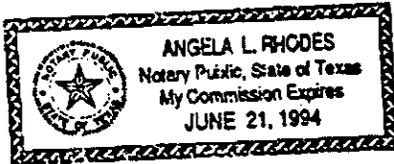
STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared J.B. Belin, Jr., Trustee 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 of consideration therein expressed and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of July, 1993.

Angela L. Rhodes
NOTARY PUBLIC, STATE OF TEXAS



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THE STATE OF TEXAS
COUNTY OF LEON

HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 30th day of July, A.D. 1993, at 10:30 o'clock A. M., and was duly recorded by me on the 3rd day of August, A.D. 1993 in Vol. 857 page 114, of the Official Records of said County.

WITNESS MY HAND and the seal of the County Court of said County, at my office in Centerville, Texas, the day, and year last above written.

By Carol McEachern Deputy

MARGARET WELLS
County Clerk Leon County, Texas

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