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TO THE PUBLIC.....

STATE OF TEXAS
COUNTY OF LEON

WHEREAS, J.B. BELIN, JR., TRUSTEE hereinafter called "Developer" is the record owner of all the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as HILLTOP LAKES, Section 82 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 31 day of January, 1978, and recorded in Volume 4, page 44, 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 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 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, 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.

1. None of said lots or improvements erected thereon shall be used for anything other than private residential purposes: The use of any dwelling or residence for nursing home, hospital or any commercial business or professional purpose shall be expressly prohibited. The renting or leasing of any of the lots and/or main dwelling thereon for residential purposes shall not be considered a violation of these restrictions. Notwithstanding any other provision hereof, with the prior consent of the Architectural Control Committee and until the Developer has sold all lots in all section of Hilltop Lakes (as that Subdivision now exists or may hereafter be platted) and during the construction of residences upon such lots, one or more houses may be used and maintained by the Developer and/or other parties authorized by Developer for the purposes of selling homesites or houses and the performance of other sales activities reasonably related thereto. With the prior approval of the Architectural Control Committee, the location of any such house or houses may be changed, from time to time. The Architectural Control Committee may terminate its permission to so use any house or houses at any time. The decision of the Architectural Control Committee to allow such use or to terminate such use shall be final and may be made in the discretion of the Architectural Control Committee, based only upon the welfare of Hilltop Lakes and the Developer, as reasonably determined by the Architectural Control Committee.

2. No tent, lean-to, shack or other temporary structure of any character shall be constructed on any of said lots, nor shall any structure, trailer, basement, garage, barn or other outbuilding, or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. Garages and outbuilding that are appurtenant to a residence may be

erected on each building site upon which a main dwelling has been erected. Such garages and outbuildings shall include the right to construct a garage apartment but its use shall never be for separate rental purposes.

3. A Mobil Home may be installed on certain lots within this section, however its living area (exclusion of porches, whether open or screened, garage or other car parking facility, terraces and driveway) shall be not less than twelve (12) feet by sixty (60) feet. The specific lots within this section restricted for Mobil Homes together with restrictions governing the type and installation requirements for a Mobil Home is clearly set out under paragraph (36) Special Restrictions - Mobil Homes.

A cottage may be constructed on any lot within this section, however its living area (exclusive of porches, whether open or screened, garage or other car parking facility, terraces and driveway) shall not be less than 800 square feet. The restrictions governing the construction requirements for a cottage home is clearly set out under paragraph (37) Special Restrictions - Cottages

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

4. The utility easements and building set back lines shown on the recorded plat are dedicated subject to the reservations hereinafter set forth.

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

When necessary or convenient for the installation of any utility system or systems, the Developer or any utility company making such installation in utility easements dedicated on the recorded plat or dedicated herein or hereinafter created in the subdivision may without liability to the owner of the land encumbered by such utility easement, remove all or any trees and other vegetation within the utility easements. When necessary or desirable for the maintenance of such utility system or systems, Developer or a utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such shrubbery or trees.

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.

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 five (5) feet wide upward from a plane twenty (20) feet above the ground located adjacent to all utility easements as shown on recorded plat. There is also dedicated a five (5) foot wide anchor and guy easement extending twenty (20) feet beyond any utility easement or public right-of-way where and when necessary for guys and anchors to support overhead utility lines.

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

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

The easement in the rear of each lot shown on the recorded plat may be used as a public bridle path, together with other usages herein stipulated, and the owner of each lot shall not be permitted to fence such easement in the rear or make any use of the property covered by such easement that would interfere with easement rights herein provided, except that the utility easement in the rear of all lots adjoining the golf course or any lake shall not be used as a bridle path.

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

5. The developer reserves the right at any time and from time to time, hereafter to make minor changes in and minor additions to these restrictions. Any such action by the Developers 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 lien holder, a mortgagee, a Deed of Trust beneficiary, or any other person.

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.

6. For the purpose of these Restrictions and for the purpose of interpreting the provisions contained upon the plat of the subdivision, the "front" of each lot shall be the common boundary of such lot with a street, and in the case of a corner lot (with a boundary on two streets or on one street and a cul-de-sac), the boundary which is shorter. The boundary of the lot opposite the front lot line shall be the "Rear Lot Line" and all other lot lines shall be "Side Lot Lines".

Dwellings (Houses) are to be built so as to face the "front Lot Line" of a lot unless the Architectural Control Committee should approve otherwise.

In such cases wherein a lot has a street in both front and back of said lot, then the Architectural Control Committee shall have the authority to designate the "front" of said lot.

7. No lot may be used for roadway purposes or as an access easement, or any purposes inconsistent with these restrictions without written approval of Developer and the Architectural Control Committee.

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

Adjoining lots may not be consolidated into a composite building site where the construction of a dwelling (house) would encroach upon an easement area, dedicated by the plat or these restrictions, that presently contains utility or drainage facilities or improvements.

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

9. No residence or dwelling shall be constructed on a building plot or site having an area of less than 8,000 square feet.

10. No animals, livestock 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 as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests.

11. 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 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 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 effluent to be accepted for surface or stream discharges by governmental authorities. There shall be no requirement as to a particular manufacturer only to the specifications and results.

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

12. No sign of any kind or advertising of any kind shall be displayed to the public view on any lot without the prior approval in writing of the Architectural Control Committee. Only one sign may be displayed to advertise the property for sale or for rent, which sign shall be not more than one square foot, to be erected in that part of the property which fronts the street and to be no higher than 36" from the ground. The developer, however, or a builder, shall have the right without obtaining such approval to display a sign or signs for the sale or rental of any of the property and improvements in this section and may also display signs reflecting that the property has been sold; which sign shall not exceed 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.

13. No outbuilding or garage of frame construction of any kind shall be erected on any of such lots unless same, at the time of construction, shall receive at least two (2) coats of paint except in case the plans thereof shall provide for staining or other means of coloring the same, and such plans are approved as herein provided. Only such outbuilding shall be erected upon a lot reflected upon the subdivision plat as shall be incidental to a dwelling (home) as shall have been approved by the Architectural Control Committee prior to the start of construction of same.

14. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.

15. Lot owners and their guests in this section of Hilltop Lakes shall have the non-exclusive right and privilege in common with the owners and their guests, of lots in other sections of Hilltop Lakes of using the lakes, parks and bridle paths. These and other recreational facilities shall be made available to such lot owners and their guests but only under such rules and regulations as promulgated from time to time by the Developer.

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

17. No unsightly storage that is visible from the street shall be permitted on any lot.

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

19. Boats, trailers and other park vehicles are to be stored in a location no closer to the street than the front set back line or in the case of a corner lot to the side building line facing the street.

20. 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.

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21. All improved lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish.

22. In the event of default on the part of the owner or occupant of any lot in observing the above requirements of any of them, such default continuing after ten (10) days written notice thereof, the Architectural Control Committee may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

23. No oil drilling, oil development operation, oil refining, or mining operations of any kind shall be permitted upon any lot within the subdivision, nor shall any water wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

24. 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 dwelling (house) or other approved buildings shall be connected to water lines.

25. 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 25, 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.

26. Driveways shall be constructed entirely of concrete, asphalt, iron ore, shell or another all weather material approved by the Architectural Control Committee. No obstruction of any kind shall be permitted in any drainage ditch within the subdivision; without limiting the generality of the foregoing, no culvert shall be installed or permitted in any ditch unless the size thereof and the grade shall have first been approved in writing by the Architectural Control Committee. No concrete entrance drive may be constructed from the front property line to the edge of the street; asphalt, iron ore, shell or another all weather material may be used for this entrance drive from the front property line to the edge of the street.

27. ARCHITECTURAL CONTROL (Basic Rule)

No building or other improvements of any character shall be erected or place or the erection or placing thereof commenced, or changes made in the design thereof of any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

Each application made to the Architectural Control Committee shall be accompanied by two sets of plans and specifications for all proposed construction to be done on such lot, including plot plans showing the location on the lot and dimensions of all proposed walks, driveways, curb cuts and all other matters relevant to architectural approval.

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 representative 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 granting of the aforesaid approval shall constitute only an expression of opinion whether by the Developer or the Committee, that the terms and provision hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; 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 plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, 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 a Director of the Developer.

The address of the Architectural Control Committee is: 1900 St. James, Suite 120, Houston, Texas 77056 or any other subsequent address that the Committee should choose to designate.

28. 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, and may release any lot shown on said plat from any restrictions and covenants at the end of the first thirty-five (35) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. The owners shall be entitled to one vote for each lot as platted to which such owner has record title as reflected by the records of Leon County, Texas. These restrictions may be amended or supplemented by additional restrictions from time to time by the officers of Hilltop Lakes filing such supplement or amendment in the Deed Records of Leon County, Texas.

29. 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.

30. 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.

31. 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 \$9.50 per month, for the purpose of creating a fund to be known as HILLTOP LAKES MAINTENANCE FUND, and except as hereinafter stated, such maintenance charge shall be paid by each lot owner to Developer as the custodian and administrator of such fund, or to his 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 whomsoever by filing a written instrument in the Office of the County Clerk of Leon County, Texas, declaring such discontinuance and abandonment. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit directly or indirectly of the subdivision as herein provided. Such maintenance fund may be expended by the Developer for any purposes which in the judgment of the Developer will tend to maintain the property value in the subdivision including but not by way of limitation provided for the enforcement of the provisions of this instrument, including the reservations, restrictions and covenants embodied in this instrument.

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

All funds collected from said maintenance charge from the various sections of Hilltop Lakes, now or hereafter platted, may be pooled, merged and combined into a single maintenance fund, to be expended by Developer for the general common good and benefit of the various sections of Hilltop Lakes paying into such fund, without regard to the amount collected from each section. Developer may use such funds or any part thereof, as far as the same will go, 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.

32. The Developer may at any time hereafter cause a nonprofit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer, his heirs or assigns relating to the Maintenance Fund. Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such 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 Paragraphs 28 and 31 above.

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

1. No pier or other structure (other than a bulk head, as hereinafter referred to) shall be permitted which projects beyond the line or into the water (whether within or outside of the lot line).

2. A bulk head may be constructed at the water's edge with or without the dock, which dock, if constructed, may extend not more than four (4) feet beyond the bulk head provided that the plans and specifications for such bulk head (and dock, if any) had been approved in writing by the Architectural Control Committee and such bulk head (and dock, if any) is thereafter constructed in strict compliance with such plans and specifications.

3. A boat slip or place of mooring which if constructed at an indentation into such lot shall be permitted.

4. Any garage must be attached to the main residence and must be not nearer to the lake shore than the rear set back line, shown on the aforesaid plat. This requirement for an attached garage supercedes any contrary requirement with the entirety of these restrictions.

5. No hedge, fence, or wall may be erected or placed within the rear set back line of the lake front lot. The Architectural Control Committee, however, in its discretion may approve a fence, hedge, or wall contrary to the above specifications and if approved may be erected and maintained; however, approval from the Architectural Control Committee in every instance must be obtained in writing.

34. PARK WALK LOTS .

Lots have been plotted and reserved in sections around Lake Tonkawa and referred to as "Park Walk Lots; and the following lots have been designated as "Reserved" and as "Park Walk Lots".

Lot 4, Blk 1, Sec. 103;	Lot 8, Blk 3, Sec 103;	Lot 12, Blk 1, Sec. 104;
Lot 10 Blk 2, Sec. 104;	Lot 9, Blk 1, Sec 105;	Lot 9, Blk 2, Sec. 105;
Lot 7, Blk 1, Sec. 109;	Lot 6, Blk 2, Sec.109;	Lot 9, Blk 1, Sec. 110;
Lot 7, Blk 2, Sec. 110;	Lot 9, Blk 1, Sec.111;	Lot 9, Blk 2, Sec. 111;
Lot 5, Blk 1, Sec. 115;	Lot12, Blk 1, Sec.115;	Lot 9, Blk 1, Sec. 116;

Any owner of a lot in any section, from section 100 through section 177, inclusive and any owner of a lot either in the section which contains such Park Walk Lots or any other Section of Hilltop Lakes Subdivision which have such Park Walk Lots, or any other section of Hilltop Lakes Subdivision where the restriction provided that the lot owners shall have the use of such Park Walk Lots; their guests, and invitees, shall have the non exclusive use of such Park Walk Lots for ingress and egress to and from the roads abutting such Park Walk Lots to the lake or body of water. All other persons shall be excluded from the use of such Park Walk Lots. This provision shall not constitute a covenant running with the land, but shall be considered a privilege accorded by the Developer as herein provide, until such time as the Developer, his heirs, successors, or assigns, determines to withdraw such privilege which may be done by an instrument in writing filed for record with the County Clerk of Leon County, Texas.

35. RESERVED PARK

There is a plot of land located in Section 73 and designated as RESERVED and further located by being between blocks 1 and 2 of the plat. This reserved area is designated in these restrictions as-a park.

Any owner of a lot in Section 73 and Section 74 of Hilltop Lakes Resort City and their guests shall have the non exclusive use of this park. All other persons shall be excluded from the use of such park. This provision shall not constitute a covenant running with the land, but shall be considered a privilege accorded by the Developer as herein provided, until such time as the Developer, his heirs, successors or assigns, determines to withdraw such privileges which may be done by instrument in writing, filed for record with the County Court of Leon County, Texas.

36. SPECIAL RESTRICTIONS - MOBIL HOMES

In addition to the general restrictions, the following restrictions shall be applicable to all lots on which mobil homes are placed.

A mobil home to be placed upon a lot in the subdivision must be approved by t Architectural Control Committee for its appearance. Such mobil home must be a new or late model mobil home and must generally conform to mobil homes installed or to be installed within the section and provide a pleasing and attractive appearance. The Architectural Control Committee shall be the sole and final authority to approve or reject any mobil home and any owner of a lot wishing to install a mobil home on a lot hereby agrees to accept the decision of the Architectural Control Committee as final regardless of how the owner acquired title to property.

The living area of the mobil home (exclusive of porches, whether open or screened, garage or other car parking facility, terraces and driveways) shall be not less than twelve (12) feet by sixty (60) feet.

No mobil home shall be permitted on any lot in the subdivision unless (i) the manufacturer, size design and model number thereof shall have first been approved in writing by the Developer, (ii) such mobil home is connected to water and electric utility service either furnished by the Developer or by a utility company or municipality approved by the Developer, (iii) a septic system or single family waste disposal system is installed in accordance with these restrictions; (iv) the wheels of such mobil home are first removed and mobil home is placed upon a foundation approved by the Developer or the Architectural Control Committee, and such foundation shall be at the minimum height possible with respect to the mobil home under carriage and such foundation shall be covered or skirted so as to conform with the general plan and meets the requirements of the Architectural Control Committee, (v) the tongue (pull bar) of the mobil home is removed; (vi) a covered porch is installed in a neat and attractive manner which is approved by the Architectural Control Committee; (vii) a driveway is installed complete with culvert, meeting the requirements as set out in these restrictions; (viii) and all of the above completed prior to occupancy of mobil home.

Any mobil home shall be completely installed upon its foundation upon a lot all of the above described improvements completed in accordance with plans as approved by the Architectural Control Committee within forty five (45) days from date of the start of construction.

All additions to mobil homes shall be approved by the Architectural Control Committee prior to commencing construction of same, and if the Architectural Control Committee shall approve such addition, it shall be completed within three (3) months from the date of the start of construction.

All mobil homes installed in the subdivision shall meet the then current, at the time of construction, Mobil Home Standards, as set out by the United States Department of Housing and Urban Development and Texas Department of Labor and Standards, Mobil Home Division, including but not limited to mobil home tie-down standards and mobil home blocking standards.

It is the intent of these restrictions to provide for a subdivision of permanent homes (using mobil homes) and to protect the appearance and environment of the subdivision for the general benefit of all property (lot) owners in the subdivision.

Mobil homes will be restricted to the following lots in the subdivision and not be placed on other lots (not listed below) in the subdivision.

Lots 6 through 26, Blk 1 Section 82
Lots 1 through 9, Blk 2 Section 82
Lots 4 through 13, Blk 3 Section 82

Mobil Homes may not be installed on the following lots in the subdivision.

Lots 1 through 3, Blk 1 Section 82
Lots 10 through 11, Blk 2 Section 82
Lots 1 through 3, Blk 3 Section 82

37. SPECIAL RESTRICTIONS - COTTAGES

In addition to the general restrictions, the following restrictions shall be applicable to all lots on which cottages are placed.

A cottage to be placed upon a lot in this subdivision must be approved by the Architectural Control Committee for its appearance and must generally conform to other cottages within the Section and provide a pleasing and attractive appearance.

The Architectural Control Committee shall be the sole and final authority to approve or reject any cottage and any owner of a lot wishing to install or build a cottage on a lot hereby agrees to accept the decision of the Architectural Control Committee as final regardless of how the owner acquired title to the property.

The external design of the cottage must have style and character and a good appearance; a plain unattractive cottage that does not have style and a good appearance may not be approved by the Architectural Control Committee. The Architectural Control Committee shall be the sole and final authority to approve or reject any cottage and any owner wishing to install or build a cottage on a lot agrees to accept the decision of the Architectural Control Committee as final regardless of how the owner acquired title to the property.

The living area of the cottage (exclusive of porches whether open or screened garage or other parking facilities, terraces and driveways) shall not be less than 800 square feet.

In order to maintain the general appearance of the subdivision, the exterior of a cottage and any out building approved by the Architectural Control Committee must be completely finished within three months after beginning construction including but not necessarily limited to foundation, roof, cornice, siding, parapet walls, porches, steps, exterior doors and windows, screens and painting. In addition a driveway and culvert meeting the requirements of these restrictions prior to or simultaneous with the construction or installation of the cottage. In addition in order to insure the sanitary, healthful and environmental aspects of the subdivision, all utilities (water and sewer) must be connected and ready for service and all plumbing must be completed in the interior of the house including but not limited to pipes, valves, vents, stacks, water closets, tubs or showers, bath and kitchen sinks, interior and exterior water spigots and stop and waste, prior to or simultaneously with the construction or installation of the cottage. In addition, a septic system or single family waste disposal system must be installed in accordance with these restrictions must be complete prior to or simultaneously with the construction or installation of the cottage.

In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants 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.

39. 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.

40. 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 20th day of March, 1978.



J. E. Belin, Jr., Trustee

JOINDER OF LIENHOLDERS

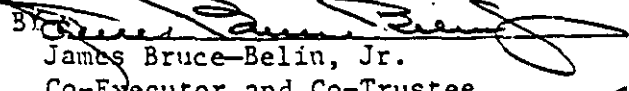
The undersigned, WESTINGHOUSE CREDIT CORPORATION, being the holder of the Note secured by and being beneficiary of the Deed of Trust to J.B. Bartling, Trustee, recorded at Volume 54, Page 646, of the Deed of Trust Records of Leon County, Texas; and James Bruce Belin, Jr. and Marion Douglas Belin as Co-Independent Executors and Co-Trustees under the Will of James Bruce Belin, Sr., Deceased, and Margaret Thomas Belin, a Widow, being the holders of a Vendor's Lien retained in Deed recorded at Volume 320, Page 73, of the Deed Records of Leon County, Texas, do hereby in all respects approve, adopt, ratify and confirm all of the above and foregoing provisions and do hereby join in the execution thereof and agree that these provisions shall in all respects be binding upon the undersigned Lienholders and their respective heirs, executors, administrations, successors and assigns, and upon the land thereby affected, notwithstanding any foreclosure of said Deed of Trust or Vendor's Lien or any other liens in favor of the undersigned Lienholders and notwithstanding any conveyance to the undersigned in lieu of any such foreclosure.

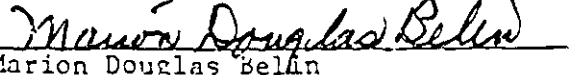
EXECUTED this 20th day of March, 1978.

WESTINGHOUSE CREDIT CORPORATION

BY 
R.D. Hendricks, Portfolio Manager -
Land Receivable

ESTATE OF JAMES BRUCE BELIN, SR., DECEASED

BY 
James Bruce Belin, Jr.
Co-Executor and Co-Trustee

BY 
Marion Douglas Belin
Co-Executor and Co-Trustee

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THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appear J.B. Belin, Jr., TRUSTEE, and JAMES BRUCE BELIN, JR., and MARION DOUGLAS BELIN, Co-Independent Executors and Co-Trustees Under the Will of JAMES BRUCE BELIN, SR., DECEASED, AND MARGARET THOMAS BELIN, a Widow, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS the 20th day of March

Alpha Jo Patrick
Notary Public in and for Harris County, Texas

ALPHA JO PATRICK
Notary Public in Harris County, Texas
My Commission Expires September 22, 1979

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appear R.D. HENDRICKS, PORTFOLIO MANAGER - LAND RECEIVABLE, of WESTINGHOUSE CREDIT CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said WESTINGHOUSE CREDIT CORPORATION, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of Mar, 19

Sara M. Chapman
Notary Public in and for Dallas, County, Texas



Filed for record on the 22nd day of Mar. A.D., 1978 at 2:45 o'clock P.M., and duly recorded this the 3rd day of Apr. A.D., 1978 at 2:00 o'clock P. M.

BY: Merion A. Latta Deputy

ROY CARRIGAN, COUNTY CLERK
LEON COUNTY, TEXAS