

Section #2

Signature and Seal are not original.

Vol. 317 633
RESTRICTIONS FOR HILLTOP PLACE, LTD.

STATE OF TEXAS I
COUNTY OF HAYS I 223136

KNOW ALL MEN BY THESE PRESENTS
HAYS COUNTY, TEXAS

That Hilltop Place, Ltd., a Texas Limited Partnership having its principal place of business in Wimberley, Hays County, Texas, (hereinafter called the "Developer"), being the owner of that certain tract of land described and platted into that certain said subdivision recorded in the office of the County Clerk of Hays County, Texas on the 11th day of September 1978 A. D., after having been approved as provided by law, and being recorded in Volume _____ Pages _____ of the Map Records of Hays County, Texas, and the Developer desiring to create and carry out a uniform plan and scheme for the improvement, development, and sale of property in said Hilltop Place, Section 2 (hereinafter referred to as "Subdivision"), does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, and Covenants, which shall be and hereby made applicable to the Subdivision.

I.

GENERAL PROVISION

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions, and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

DEDICATION

2. The streets and roads shown on said recorded plats are for the sole and exclusive use of the Developer and the owner of the lots in this subdivision to be known as "Hilltop Place, Section 2.

BEEDS

Hays County, Texas

The Developer reserves the right to dedicate the streets and roads to the public at such time as the Developer, in its opinion, deems public roads and streets are in the best interest of the Subdivision.

RESERVATIONS

3. a. No interest in the oil, gas, or other minerals in, on, or under the Property will be conveyed by Seller; all interest in the same being expressly reserved by Seller.

b. The utility easements shown on the recorded plat are dedicated with reservation that such utility easements are for the use and benefit of any public utility operating in Hays County, Texas, as well as for the benefit of the Developer and the utility company 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 and any other utility or service which the Developer may find necessary or proper. Utility easements are reserved for a width of twenty (20) feet on all property lines bordering a street; and ten (10) feet for each tract on all interior lot lines except where two or more lots are combined and to be used as only one building site.

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

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

e. 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.

f. Neither the Developer or its successors or assigns using said utility easements shall be liable for any damage done by any of such parties or any of their guests or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easement.

g. The Developer reserves the right to construct one or more esplanades in the areas where esplanades are shown on the recorded plat. The Developer further reserves the right to improve, landscape, alter, modify and eliminate any one or more of such esplanades (or reinstall one or more of such esplanades) at any time, and from time to time hereafter.

h. 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 unplatted, reserve, or unrestricted areas of the Subdivision on the aforesaid plats. 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 mortgagor, a Deed of Trust beneficiary or any other person.

DURATION

4. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years,

the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

ENFORCEMENT

5. 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 provision hereof may recover such damages as such person has sustained by reason of the violation of such provision. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of HILLTOP PLACE LTD.) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions.

PARTIAL INVALIDITY

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason or 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.

EFFECT OF VIOLATIONS ON MORTGAGES

7. 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 on 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, to the provisions herein contained including said Reservations, Restrictions and Covenants.

II.

ARCHITECTURAL CONTROL

BASIC RULE

1. No building or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or 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, elevations, 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.

PROCEDURES FOR OBTAINING ARCHITECTURAL CONTROL APPROVAL

1.a. Applicant must submit by registered or certified mail, return receipt requested, to Architectural Control Committee, care of Hilltop Place, Ltd., P. O. Box 637, Wimberley, Texas, 78676, two sets of rough schematic drawings showing size, specifications, floor plans, elevations, and plot plan.

1.a.1. Elevations must show all sides; and types and color of materials.

1.a.2. Plot plan must show building lines showing all setbacks, fencing, landscaping, and locations of the septic tank and leach bed if said building is to be built on a lake or creek lot.

1.b. Committee will review, make a written response as to any recommendations, and return one copy of the schematic drawings to the applicant within eighteen (18) days of receipt.

1.c. Applicant will then make any changes that are requested and submit two sets of working drawings and specifications to Committee by registered or certified mail, return receipt requested.

1.d. Committee will then review plans and specifications and either approve or reject. One set of these plans and specifications will be returned to the applicant.

1.e. If approved, these plans and specifications will become documents that the residence must be built by. If any changes are desired by the applicant, these documents must be resubmitted. Upon receiving approval of these documents, the builder or applicant must commence building within sixty (60) days or the approval will become void.

1.f. The Architectural Control Committee exercises the right to inspect the premises at any time during construction in order to insure that all restrictions are being complied with, and that the residence is being built in conformance to the documents that have been approved.

ARCHITECTURAL CONTROL AUTHORITY

2.a. The authority to grant or withhold architectural control approval as referred to above is vested in the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the Hilltop Place Architectural Control Committee, in which event such authority shall be vested in and exercised by the Hilltop Place Architectural Control Committee (as provided in b, below), hereinafter referred to, except that plans and specifications and plats theretofore submitted to

the Developer. Developer shall continue to exercise such authority over all such plans, specifications, and plats.

2.b. At such time as 80% of the lots in the Subdivision and in all other Sections of Hilltop Place (as platted) from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed on record in the Deed Records of Hays County, Texas. Thereupon, the lot owners in Hilltop Place may vote, as hereinafter provided, to elect a committee of five (5) members to be known as the Hilltop Place Architectural Control Committee hereinafter referred to as the "Committee". Each member of the Committee must be an owner of property in some section of Hilltop Place Subdivision. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Hays County, Texas, and give notice of the time and place of such election (which shall be in Hays County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the Property, not to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

The results of each such election shall promptly be determined on the basis of the majority of those owners then voting such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above)

for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their positions and substitute members therefore designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

EFFECT OF INACTION

3. Approval or disapproval as to architectural control matters as set forth in the preceding provisions 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 plats submitted to it in thirty (30) days following such submission, such plans and specifications and plats 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 plats and all of the other terms and provisions hereof.

EFFECT OF APPROVAL

4. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or 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 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. 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 be a Director of the Developer.

III.

DESIGNATION OF TYPE OF LOTS

1. All lots in Hilltop Place, Section 2 are five (5) acres are larger shall be known as "Ranches".

IV.

GENERAL RESTRICTIONS

1. None of the lots or the improvements thereon except for the designated "commercial tracts" and "semi-commercial tracts" shall be used for anything other than single-purchaser, private residential purposes. All outbuildings such as garages, servant quarters, guest quarters, barns, and stables must comply with the Architectural Control Committee and be used in conjunction a single-family, privately-owned residence. For the purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat: any esplanades or greenbelts (unless otherwise shown on plats), any unrestricted or reserve areas shown on the plats.

2. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants' quarters) shall not be less than the following respective amounts for each of the designated particular types of lots: Hilltop

Place, Section 2 "Ranches" 1,400 square feet a one story dwelling, and 1,800 square feet for a two-story dwelling.

3. No building shall be located on any lot nearer than forty (40) feet to the front street or nearer to the street side line than fifteen (15) feet. Subject to the provision of Paragraph 4, no building shall be located nearer than twenty-five (25) feet to an interior lot line of a "Ranch/tract".

For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot; except that said eaves, terraces, etc., shall be considered a part of the building for the purpose of side street set-backs. Variations from these requirements as to building location may be granted by the Architectural Control Authority if the above requirements are not feasible, considering the terrain of the lot.

4. a. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property line rather than from the lot lines as indicated on the recorded plat. Ranch lots may be resubdivided into smaller lots so long as the re-subdivision does not create any re-subdivided lot smaller than two (2) acres. All re-subdivision as allowed may only occur after the owner has clear title, without any liens held by the Developer or his assigns. Any modification of a building site (changing such building site from either a single lot building site), whether as to size or configuration, may be made only with the prior written approval of the Developer until the Committee is selected and, thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite

building site shall thereupon be regarded as a "lot" for all purposes hereunder, however, that for purposes of voting for the committee an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

b. As provided for in 4a. above purchasers may re-subdivide purchasers' lot into two or more lots except that purchasers may not subdivide into lots that are less than two (2) acres. When purchasers re-subdivide, each lot will be subject to the same conditions, restrictions, maintenance, fees, etc., and will be considered as another individual lot. When purchasers re-subdivide, the purchasers will be responsible for his own developing and development costs.

c. The Developer reserves the right to subdivide other sections and reserves the right to subdivide lots into lots that are less or more than two (2) acres in size.

5. All lots in the Subdivision shall be used only for single-purchaser residential purposes except as provided for in III. 2. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the subdivision shall be used for any commercial, business or professional purpose nor church purpose except as provided for in III. 2. No single wide mobile homes, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in for a period greater than thirty (30) days and shall then be removed for a period of sixty (60) days and in no case shall be used as a permanent residence. When mobile campers are stored on a lot, these vehicles must be stored in such a manner that they are not offensive to either the Developer or the property owners.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, other than those conditions stated in Part V., shall be used on any lot at any time as a residence, except, however, that a garage may

contain living quarters for bonafide servants and except also that a field office, as hereinafter provided, may be established.

Until the Developer has sold all other lots in Hilltop Place (and during the progress of construction of residences in the Subdivision), a temporary field office for sales and related purposes may be located and maintained by the Developer (and/or its sales agents) on any of the Developer lots. The location of such field office may be changed, from time to time, as lots are sold. The Developer's right to maintain such field office (or permit such field office to be maintained) shall cease when all lots in Hilltop Place, except the lot upon which such field office is located, have been sold.

7. Unless so mentioned in part a. of this paragraph, 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 do not constitute a nuisance and do not, in the safe judgment of the Developer, constitute a danger or potential or actual disruption of other lot owners, their families or guests. All animals must be maintained within a fenced yard or on a leash.

a. Animals that are classified as farm or ranch animals may be kept on purchaser's lot if the following criteria are met. One horse, one cow, one goat, or one sheep per two acres may be kept on lots that are two acres or more provided that animals are supplementally and properly fed and watered. Six fowl per acre may be kept on purchaser's lot if purchaser confines the fowl to a pen that is capable of containing them. The above-mentioned animals must be kept behind fencing on lot owner's property and be kept in a clean, orderly manner. At no time will hogs or pigs be allowed to be kept on property. Violation of this restriction will be followed by impounding of animals by the Developer, and the owner will pay in cash \$10.00 per day plus all expenses of such impoundment. Also, after 72 hours from the time the owner is notified, the Developer

is free to dispose of the animals as the Developer may see fit. For the purpose of this impoundment, the lot owners grant to the Developer or the Developer's assigns the right of ingress and egress upon all of property owner's lot.

8. All fencing on the perimeter of lots will be split rail or rustic in character with a minimum of three (3) feet and a maximum of six (6) feet in height. Wire netting or its equivalent may be applied to this fence if it is applied to the lot owner's side. All fencing must be approved by the Architectural Control Committee.

9. 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, playground or other facilities where the rear 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.

10. All 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 of incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe manner and unless so burned, shall be removed by the owner. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building set-back lines, or in the case of a corner lot, the said building line facing the street. These vehicles cannot be parked in such a manner that they are offensive to the public or Developer.

In the event of default on the part of the owner or occupant of any lot in serving the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant 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.

11. Before initial residential occupancy, 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 Developer; and any such approval which is granted by the Developer may be withdrawn at any time by the Developer, in which event, the party granted such permission shall, within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Developer as to design, not exceeding two (2) feet by three (3) feet erected on a post in the ground, and applicable to such lot alone, may be erected or maintained on such lot.

The Developer, until the Committee is selected, and thereafter, the Committee, shall have the right to remove and dispose of any prohibited sign, advertisement, 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 or in any way be liable for any accounting or other claim by reason of the disposition thereof.

12. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

13. No lot of Hilltop Place shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

14. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Developer.

15. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. However, the drilling of water wells shall be permitted as long as the usage or operation of any water well is for domestic purposes.

16. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

17. The Developers or any person, firm or corporation operating the facilities or sales force in the Subdivision shall not be held liable for any damages to any lot owner, their guests, or their heirs, administrators or assigns resulting from said operation.

18. Where utility easements are shown on plats, utility easements shall extend through and under said lots in order to serve any structure thereon, and the area above said underground and overhead lines and extending ten (10) feet to each side of and said line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees, or other obstructions.

V.

SPECIAL RESTRICTIONS

1. In addition to the General Restrictions set forth in IV., above, the following restrictions shall apply to lots in the Subdivision.

a. Where road easements cross property owners' lots, as are identified on Subdivision plats, the right of ingress and egress is reserved for all property owners, their guests, the Developer and his guests, also, the Developer's and the property owners' respective heirs, executors, administrators, successors and assigns.

b. Property owners may, prior to building a permanent residence, use their lots in the following manner:

(1) Camping: The property owner and his immediate family will be allowed to camp on his property subject to the following restrictions:

(a) Camping must be confined to a temporary type shelter, such as a motor home or trailer.

(b) Campsite must at all times be kept in a neat and orderly manner which is not a nuisance or offensive to other property owners or the Developer.

(c) Camper will not be allowed to litter property with trash or be allowed to dump sewage or waste on his property or any other property within the Subdivision.

(d) Camping will be limited to a maximum of thirty (30) days within each six (6) month period.

(e) Campsite will not be left unoccupied for more than twenty-four (24) hours.

(f) At no time will camping facilities be allowed to be stored on lots prior to the building of a private home. The penalty for violating these restrictions will be that the camping facility will be impounded by the Developer or the Developer's representative. These camping facilities will be impounded at a location that will be determined by the Developer. The lot owner will have to pay in the form of cash \$10.00 per day plus expenses to recover the lot owner's camping facility.

2. At no time will livestock be kept on the lot owner's property prior to the building of a home unless approval is granted in writing by the Developer.

3. Property owner will not hold the Developer responsible for any reason for any re-surveying of property owner's lot.

VII.

MAINTENANCE FUND

All lots in said Hilltop Place are subject to a monthly maintenance charge of six dollars (\$6.00) per lot for the purpose of creating a fund to be known as "Maintenance Fund" to be paid by the owner of each lot in said Hilltop Place subdivision, payable monthly at the rate of \$6.00 per month on the first day of the month following the date of the purchase of respective lots, said

payment to be made to Hilltop Place, Ltd., or its successors or assigns, as the needs of the property may, in its judgment require but in no event shall such charge be more than six dollars (\$6.00) per month per lot except that the Developer, and Property Owner Association (when formed) may increase the maintenance fee one-time annually in accordance with the exact percentage increases of the Consumer Price Index as published by the U. S. Department of Commerce.

The maintenance fund rate may be re-evaluated annually and may be altered at the judgment of the Developer or the property owners association, when formed, based primarily on the degree of change in services, wages, and materials price. Any increase in excess of the Consumers Price Index change must be approved by at least fifty-one percent (51%) of the lot owners in Hilltop Place.

The total fund arising from said charge, so far as it may be sufficient, shall be used for the payment of the maintenance expenses incurred for any or all of the following purposes:

Maintenance of streets, paths, parks, parkways, and explanades, including all of the grass and planted area within boundaries of the streets, curbs, and parks, furnishing of watchman or patrol service, to pay rents, maintenance and utilities for park or club areas, and to do any other necessary or desirable thing in the opinion of Hilltop Place, Ltd., to keep the property neat or in good order, or which, in the opinion of Hilltop Place, Ltd., may be of general benefit to the owners or occupants of the Subdivision.

Such maintenance charge shall be and remain in effect so long as the restrictions hereinabove set out shall remain in effect and the continuation or extension of such restrictions in the manner provided therefor shall automatically extend this maintenance charge.

Any grantee, by accepting a conveyance of any property in said Subdivision, agrees and consents to such maintenance charge and to secure the payment of said charges, a vendor's lien is retained against the property so conveyed.

VIII.

TRANSFER OF FUNCTIONS OF THE DEVELOPER

The Developer may at any time hereafter cause one or more non-profit corporations 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 hereunder (including the matters relating to "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 corporations. Any such delegation shall be evidenced by the Developer and the aforesaid non-profit corporations but not, however, requiring the joinder of any 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.

IX.

AMENDMENTS

Any or all of the covenants herein may be annulled, amended or modified at any time by the recommendation of the Architectural Control Authority, or its successors, and ratified by a vote of two-thirds (2/3) of the lot owners in the Subdivision. All such lot owners shall be given thirty (30) days notice in writing of any proposed amendment before same is adopted. There shall be no annulment, amendment or modification of these covenants without the prior recommendation of the Architectural Control Authority.

X.

BINDING EFFECT

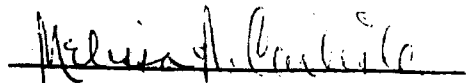
All of the provisions hereof shall be covenants running with the land thereby affected. The provision hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

Vol. 317 . 652

STATE OF TEXAS I
COUNTY OF HAYS I

BEFORE ME, the undersigned authority, on this day personally
appeared Lawrence Clayton Smith, General Partner of Hilltop Place, Ltd.
known to me to be the person and officer whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same for the
purpose and consideration therein expressed, and in the capacity therein
stated, as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 11th day of
September, 1978, A.D.

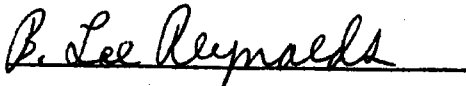

Notary Public in and for Hays County, TEXAS

EXECUTED this the 11th day of September, 1978 A.D.

HILLTOP PLACE, LTD.
A Texas Limited Partnership,
by Lawrence Clayton Smith,
General Partner


LAWRENCE CLAYTON SMITH, PARTNER

WITNESS:



STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped herein by me, on

October 26, 1978




COUNTY CLERK
HAYS COUNTY, TEXAS

FILED
HAYS COUNTY, TEXAS
OCT 25 PM 4 14
COUNTY CLERK