

RESTRICTIONS FOR HILLTOP PLACE, LTD.

STATE OF TEXAS I
COUNTY OF HAYS I

122122

KNOW ALL MEN BY THESE PRESENTS

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.

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 plats 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 int 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 exceptions 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 matter 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.

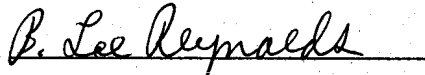
VOL 316 250

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:


B. Lee Reynolds

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 foregoing instrument, and acknowledged to me that he executed the purpose and consideration therein expressed, and in the capacity 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.

Melinda A. Carls
Notary Public in and for Hays County, TEXAS



VOL. 316 252

COUNTY OF HAYS

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



Sep 25 1978
Agnes B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

COUNTY CLERK

Agnes B. Clayton

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HAYS COUNTY, TEXAS

FILED

Signatures and Seal are not original.

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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."

DEEDS

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 plats 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,

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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.
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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 exceptions 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.

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.

Melvin A. Conliffe
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
LAWRENCE CLAYTON SMITH, PARTNER

WITNESS:

B. Lee Reynolds

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



Lyrene B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

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HAYS COUNTY, TEXAS
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COUNTY CLERK

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AMENDED RESTRICTIONS FOR HILL TOP PLACE, SECTION TWO

THE STATE OF TEXAS §
§
THE COUNTY OF HAYS §

408

WHEREAS, Elm Pass Ranch, Inc., a Texas Corporation, is the owner of more than 2/3 of the lots in Hill Top Place, Section Two, a subdivision in the County of Hays, State of Texas, a map or plat of which appears of record in Volume 2, page 49 of the Plat Records of Hays County, Texas; and

WHEREAS, on September 11, 1978, Hill Top Place Ltd., the then owner of said subdivision, did file for record certain restrictions concerning said subdivision, such restriction appearing of record in Volume 317, pages 633-652 of the Deed Records of Hays County, Texas; and

WHEREAS, subsequent to the recording of such restrictions, Elm Pass Ranch, Inc. took title to all lots in said subdivision through a Trustee's Deed dated December 4, 1979, and of record in Volume 335, pages 399-404 of the Deed Records of Hays County, Texas; and

WHEREAS, the chain of title to said trustee came through a deed of trust from Hill Top Place Ltd. to Energy/Land, Inc. dated September 1, 1977, and of record in Volume 204, pages 314-323 of the Deed of Trust Records of Hays County, Texas; and

WHEREAS, the foreclosure which resulted in the said Trustee's Deed cut-off the recording of said plat and said restrictions; and

WHEREAS, Elm Pass Ranch, Inc. desires to adopt said plat and to adopt the said restrictions, as limited herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the premises, Elm Pass Ranch, Inc., being the owner of ^{1/3 of} Hill Top Place, Section Two, a subdivision in Hays County, Texas does hereby adopt the said plat of Hill Top Place, Section Two of record in Volume 2, page 49 of the Plat Records of Hays County, Texas and, further, does hereby adopt, establish, and promulgate and impress the said restrictions of record in Volume 317, pages 633-652 of the Deed Records of Hays County, Texas, except as hereinafter amended, which reservations, restrictions and covenants shall be and are hereby made applicable to the said subdivision, except as hereinafter provided:

DEEDS
Hays County, Texas

I.

The terms "Developer," "Architectural Control Committee," "Committee," and "Architectural Control Authority," as used in the restrictions, shall all refer to and be interpreted to apply to Elm Pass Ranch, Inc.

II.

Sub-paragraph I, 3. a., which reads, "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," IS HEREBY AMENDED AND CHANGED TO READ AS FOLLOWS:

No interest in the oil, gas, or other minerals in, on, or under the Property shall be reserved by the Developer unless such reservation is clearly stated in the deed.

III.

Article II is hereby deleted in its entirety.

IV.

Article VII., entitled, "MAINTENANCE FUND," is hereby amended by the addition of the following paragraph at the end of such article and at the bottom of page 650 in Volume 317 of the Deed Records of Hays County, Texas:

Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by Veterans Land Board of the State of Texas (the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or be encumbered by a lien to secure payment of the maintenance charge; however payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB, and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

In all other respects the restrictions dated September 11, 1978, and of record in Volume 317, pages 633-652 of the Deed Records of Hays County, Texas shall be in full force and effect.

EXECUTED this the 22nd day of November, 1983.

ELM PASS RANCH, INC.

ATTEST:

Bertha Malochleb
Bertha Malochleb, Secretary

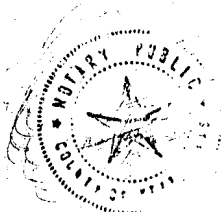
BY: *G.E. Lehmann*
G.E. Lehmann, President

THE STATE OF TEXAS §
§
THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared G.E. Lehmann, President of Elm Pass Ranch, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of Nov, 1983.



Joy Magee
Notary Public - State of Texas

No 9 MAGEE
Notary Public in & for Kerr Co. Texas

FILED
HAYS COUNTY, TEXAS
NOV 22 PH 1 53

STATE OF TEXAS
COUNTY OF HAYS

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



November 23, 1983
Hydell B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

GRANTOR: The Hilltop Place Owner's Association, Inc.

GRANTEE: The Public

AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared **John Winston**, who duly sworn, deposes and says:

"My name is **John Winston**. I am fully competent in all respects to make this Affidavit, am over the age of eighteen, have never been convicted of a felony, and, have personal knowledge that the facts as stated herein are all true and correct.

I am the President of the Hilltop Place Owner's Association, Inc.

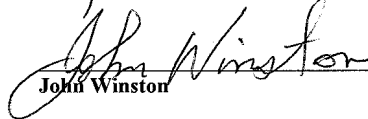
Attached hereto as *Exhibit A* is a true and correct copy of the Hilltop Place Owner's Association By-Laws. The by-laws were duly adopted by the Association on the 30 day of March, 1995/200.

The Association's by-laws are being recorded in the Real Property Records of Hays County in accordance with TEXAS PROPERTY CODE § 202.006 which provides that all dedicatory instruments of the Association be filed in the real property records of each county in which property to which the instrument lies is located.

The Hilltop Place development is located within Hays County, Texas.

The above is true and correct. Further, Affiant sayeth not."

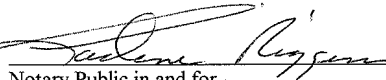
SIGNED this the 1 day of May, 2002.



John Winston

1ST SUBSCRIBED AND SWORN TO BEFORE ME by the said **John Winston** on this the 1ST day of May, 2002.





Notary Public in and for
The State of Texas

HILLTOP PLACE OWNER'S ASSOCIATION

BY-LAWS

ARTICLE I - MEMBERSHIP

Section 1 The membership of this organization shall be limited to owners of lots in Hilltop Place Section I & II, Hays County, Texas as presently platted (hereinafter referred to as "subdivisions"). Only qualified members in good standing may vote. The owner or owners in good standing of each lot or lots in the subdivisions shall have one vote per paid membership. Privileges such as offering motions, resolutions, and debating at meetings and participation in the affairs of the organization shall be limited to members in good standing. The use of the words he or his in these by-laws refers to both male and female.

Section 2 Members who fail to pay fees billed by the organization within sixty (60) days of receipt of a statement for such fees shall not be in good standing until such past due amount is paid in full.

Section 3 The control and management of this organization is vested in the membership, except as otherwise provided by these by-laws. The membership of the organization or its Board of Directors shall take no action which in any way supersedes or alters any valid property right or restriction which applies to any lot in the subdivisions.

Section 4 The officers and Board of Directors of this organization shall be elected at the annual meeting by a majority vote. Selection will be made from property owner members who are in good standing at the time and in the manner prescribed in these by-laws.

Article II - OFFICERS

- Section 1 The officers of this organization shall be: President, Vice-President, Secretary, and Treasurer.
- Section 2 Officers shall be elected at the annual meeting of members of the organization to serve a term of approximately one year and until his successor is elected and qualified. Election shall be by a majority vote of the qualified voting members in good standing present at the meeting.
- Section 3 If any officer dies, resigns or ceases to be a member in good standing during his term of office, his office shall be automatically vacated and a successor shall be appointed for the unexpired term by a majority vote of the Board of Directors.
- Section 4 The President shall preside at all meetings of the organization, and of the Board of Directors, preserve order, enforce the by-laws, and exercise supervision of its affairs generally. He shall decide all questions of procedure and order for the organization. He shall, with the advice and consent of the Board of Directors, appoint all committees and shall be an ex-officio member thereof. He shall perform such other and further duties as are customarily performed by such officer.
- Section 5 The Vice-President shall assist the President in the discharge of his duties. In the absence of the President or in the event the office of President is vacant, he shall perform all the duties of the President. The Vice-President shall issue to members annually a Property Owners' directory containing the names, addresses, telephone

numbers and lots owned of the subdivision property owners.

Section 6 The Secretary shall keep a full, true and correct record of all proceedings of this organization, receive all communications, conduct all correspondence, have charge of all records, shall perform the same duties with respect to the Board of Directors, and shall perform such other duties as are customarily performed by such officer. The Secretary shall examine qualifications of all persons attending meetings and call to the attention of the presiding officer any disputes.

Section 7 The Treasurer shall receive fees and billing payments from members. He, or another so designated, shall receive all other money due the organization, or its members. All money shall be deposited in the bank designated by the Board of Directors and shall be withdrawn upon two signatures, the President and/or Treasurer, or another signatory to be designated by the President and Treasurer. He shall keep the books of account for the organization and shall also perform such other duties as are customarily performed by such officer.

The Treasurer, the President, and any other person signatory to funds of the organization shall give bond in the amount required by the Board of Directors, such bond to be issued by a bonding company approved by the Board of Directors. The cost of such bond shall be paid by the organization.

ARTICLE III - ELECTIONS

Section 1. At least thirty (30) days before the annual meeting of the members fixed by the by-laws, the President, with the advice of the Board of Directors, shall appoint a nominating

committee, which committee shall report its recommendation and nominations for each elective office at the annual meeting.

Section 2 The qualified property owner members in good standing shall then be privileged to make nominations from the floor.

Section 3 Election shall be by written ballot cast by qualified property owner members in good standing. If only one person for an office is nominated, a voice vote may be an official vote.

Section 4 The presiding officer shall declare the result of the ballot by declaring the member receiving a majority vote elected.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 The Board of Directors shall consist of the duly elected officers of the Association with at least one representative from each of the subdivisions.

Section 2 Any vacancy upon the Board of Directors shall be filled by a majority vote of the Board of Directors for the unexpired term.

Section 3 The Board of Directors shall be the governing body of the organization with full rights and authority to outline, plan, determine and carry into execution all business, activities and policies of the organization; enter into and execute necessary agreements, together with the instruments or contracts in connection therewith, in the name of the organization, through the President or Vice-President in the absence of the President. The Board of Directors shall take no action which limits, interferes with or abridges the

property rights conveyed to the owners of lots in the subdivisions. Written minutes and records of all proceedings of the Board of Directors shall be kept by the Secretary of this organization and same shall be open to the inspection of the members in good standing at all reasonable times.

Section 4 The Board of Directors shall not authorize expenditure of funds in excess of the total amount on deposit in the treasury.

Section 5 All resolutions adopted, plans and projects accepted, and all other matters adopted or acted upon by the Board of Directors shall be submitted to the membership for its information at the next following meeting thereof or by newsletter.

Section 6 The Board of Directors shall at its meeting in April of each year make an estimate of the money required during the period remaining until the next annual meeting of members to provide security, preservation, maintenance of roads and to pay the administrative costs of conducting the affairs of the organization. Based upon this estimate the Board of Directors shall set the annual membership fee to be billed to each owner or owners of a lot or lots in the subdivisions to be used only for the purposes set forth above in this Article IV, Section 6. If the estimate or billing does not provide to the organization a sufficient sum to pay the cost of such activities, the Board of Directors may bill each owner or owners of lots an additional equal sum necessary to pay for such costs.

Section 7 The Secretary shall forthwith mail by January 15th a statement to the lot owners for the amount of the annual membership fee and any additional billings which shall be due and payable by February 28th of the same year.

ARTICLE V - MEETINGS

Section 1 The annual meeting of the membership of this organization shall be held at the time and place designated by the President in April of the year following the year of his election and at any other time deemed necessary to conduct regular business.

Section 2 A special meeting of the membership may be called by the President, or the Vice-President, or the Board of Directors or upon written call by ten percent (10%) of members in good standing, upon twenty-five days written notice to the members. Upon the presentation of a written call by ten percent of members in good standing to the President, or in his absence the Vice-President, he shall call such a special meeting. The written notice of special meetings to the members shall contain an agenda of matters to be considered.

Section 3 A regular meeting of the Board of Directors shall be held in April and quarterly thereafter each year at the time and place designated by said Board. Members of the organization in good standing may attend any meeting.

Section 4 Special meetings of the Board of Directors shall be held at the time and place designated upon call of the President, or the Vice-President in the absence of the President, or upon request of three members of the Board of Directors, or upon written request of a majority of the members in good standing of the organization. Such special meetings may be conducted by meeting in person or by exchange of letters or telephone calls.

ARTICLE VI - COMMITTEE

Section 1 The President, immediately following his qualifying for such office shall appoint a Road Committee.

Section 2 There may be appointed from time to time by the President, or in his absence the Vice-President, with the advice and consent of the Board of Directors, such other committees whose duties shall be established by the appointing authority. The President, or in his absence the Vice-President, shall be an ex-officio member of all committees.

Section 3 The duties of all standing committees shall be defined by the Board of Directors. Each committee shall report its activities and services performed at the annual meeting of members next following its appointment.

ARTICLE VII - PROCEDURE

Section 1 The Revised Edition of Robert's Rules of Order shall be authority for procedure in conducting all meetings of this organization, and its Board of Directors, when not in conflict with the by-laws of this organization.

Section 2 The following shall be the order of business for all meetings of the membership:

1. Registration of members in attendance
2. Roll call of officers
3. Introduction of visitors
4. Reading of minutes of preceding meeting
5. Reports of committees
6. Old business
7. New business
8. General discussion and suggestions

ARTICLE VIII - AMENDMENTS

Section 1 These By-laws may be revised, changed or amended at any meeting, regular or special, by a majority vote of the members present who are in good standing. However, a copy of the proposed revision, change or amendment, together with notification of the time and place of meeting at which same is to be considered, shall be delivered or mailed to each member in good standing at least twenty-five (25) days before the meeting at which same is to be submitted.

ARTICLE IX - IMPEACHMENT PROCEEDINGS

Section 1 Any officer or member of the Board of Directors may be impeached for misfeasance or malfeasance of office or for actions contrary to the interests of the organization by the vote of seventy-five percent (75%) of qualified members in good standing present at a meeting of the membership at which impeachment is considered.

ARTICLE X - FISCAL YEAR

Section 1 The first fiscal year of this organization shall be from the effective date of incorporation of the by-laws, through the 30th day of March, 1996. Thereafter the fiscal year shall be from the 31st day of March through the 30th of March of the following year.

ARTICLE XI - QUORUM

Section 1 Three (3) members of the Board of Directors shall constitute a quorum thereof for the purpose of any meeting and to transact business that may properly come before such meeting.

ARTICLE XII - AUDITING COMMITTEE

Section 1 Immediately upon election and qualifications, the President, with the advice and consent of the Board of Directors, may appoint an Auditing Committee, the number of members of which shall be not less than three nor more than five. The Auditing Committee shall supervise the keeping of records by the Treasurer. The Auditing Committee shall audit the books and records of the organization and make a detailed report thereon in writing to the Board of Directors within thirty (30) days after the close of the fiscal year. Such report, after being reviewed by the Board of Directors, shall be presented to the members at the next regular meeting together with the report of the Board of Directors.

ARTICLE XIII - ROAD NAMES

Section 1 The owners of a majority of the lots which face upon any subdivision road which is not named may select a name for such road and shall submit such name to the Board of Directors. At its next meeting the Board shall consider such name. If it approves by a majority vote, and is subsequently approved by County Officials having jurisdiction over road names, the road shall forthwith bear such name. The owners of lots upon said road may then erect a sign post which bears the name selected.

ARTICLE XIV - SURPLUS FUNDS

Section 1 If surplus funds remain in the organization's accounts at the end of a fiscal year, such funds shall be used during the next fiscal year for the same purpose or purposes for which they were collected.

ARTICLE XV - PRINCIPAL OFFICE

Section 1 The principal office of this corporation shall be the residence address of the President then serving.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 07, 2002 at 10:03A

Document Number: 02012233

Amount 25.00

Lee Carlisle
County Clerk
By
Rose Robinson, Deputy
Hays County

MANAGEMENT CERTIFICATE

for

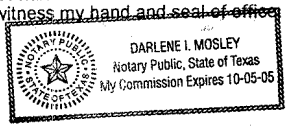
Name of Homeowners Association, Inc.

NAME OF THE SUBDIVISION: Hilltop Place Ltd.	MAILING ADDRESS OF THE ASSOCIATION: <small>(or the name and mailing address of the person or entity managing the association)</small> John G. Winston 245 Sierra Loma Wimberley, TX 78676
NAME OF THE ASSOCIATION: Hilltop Place Owner's Association <small>(a Texas non-profit corporation)</small>	REGISTERED AGENT: Robert L. Kirkendall 1825 Webb St. West Lynn, OR 97034
RECORDING DATA FOR THE SUBDIVISION: Hilltop Place Ltd. Sec. II Vol. 316 pg. 231-234 Amended: Vol. 317 pg. 633-652 Vol. 466 pg. 899	Hilltop Place Sec. I Vol. 304 pg. 470 Amended: Vol. 307 pg. 262 Vol. 406 pg. 886-888 Vol. 415 pg. 602
RECORDING DATA FOR THE DECLARATION: Bylaws Vol. 1993 pg. 615	
OTHER INFORMATION:	
Date: <u>5-21-02</u>	Insert Association Name Here Hilltop Place Owner's Association By: <u>[Signature]</u> President <small>Name of Signor, Capacity (e.g. President, Manager)</small>

STATE OF TEXAS §
§
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, appeared John G. Winston, who, being by me first duly sworn, did upon his/her oath state that the information set forth in the above and foregoing Management Certificate is true and correct to the best of his/her knowledge.

Subscribed and sworn to before me on this, the 21st day of May, 2002, to which witness my hand and seal of office.



[Signature]
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 23, 2002 at 09:54A

Document Number: 02013893

Amount 11.00

By
Rose Robinson
Lee Carlisle, County Clerk
Hays County