

J. B. BELIN, JR., TRUSTEE

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TO THE PUBLIC

STATE OF TEXAS :
COUNTY OF LEON :

10-1273

WHEREAS, J. B. BELIN, JR., TRUSTEE, hereinafter called "Developer" is the record owner of all the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as HILLTOP LAKES, Section 488, a subdivision in Leon County, Texas, according to the map or plat of such subdivision filed for record in the Office of the County Clerk of Leon County, Texas, on the 15th day of May, 1972, and recorded in Volume 3, page 43, of the Map Records of Leon County, Texas, reference to which map or plat and the said records thereof being hereby made for all purposes.

NOW, THEREFORE, I, J. B. BELIN, JR., Trustee, do hereby dedicate said property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered lots according to the said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

1. None of said lots or improvements erected thereon shall be used for any thing other than private residential purposes. The use of any dwelling or residence for nursing home, hospital or any commercial business or professional purpose shall be expressly prohibited. The renting or leasing of any of the lots and/or main dwelling thereon for residential purposes shall not be considered a violation of these restrictions.
2. No tent, lean-to, shack or other temporary structure of any character shall be constructed on any of said lots, nor shall any structure, trailer, basement, garage, barn or other outbuilding, or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. Garages and outbuildings that are appurtenant to a residence may be erected on each building site upon which a main dwelling has been erected. Such garages and outbuildings shall include the right to construct a garage apartment but its use shall never be for separate rental purposes.
3. In no event shall any dwelling or residence be erected on any lot or plat or the plans approved therefore having a floor area (living area) of less than 900 square feet. The foregoing square footage is exclusive of garages and other appendages.

The exterior material of the main dwelling or residence on any lot or plat may be wood siding, brick, or stone. Any wood siding or part wood siding resident plan must meet the Architectural Control Committee's architectural standards or they may be rejected by the said Architectural Control Committee. Foundations are to be of a concrete slab type, or if special foundations are needed, due to terrain or design, such foundation must be approved in writing by the Architectural Control Committee as herein provided. All improvements or additions shall be substantially and safely constructed, painted, and kept in good repair, and all lots shall be kept in a clean and sanitary condition.

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4. A residence or dwelling shall be constructed on a building plot on a site having an area of less than 8000 square feet.

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

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

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

5. No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, have been approved by an Architectural Control Committee as to quality of the workmanship and materials, and as to external design with respect to existing structures, and as to location with respect to topography and finish grade of elevation.

The Architectural Control Committee is composed of J. B. Belin, Jr., M. D. Belin and Hershel Rich. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After thirty-five (35) years from the date of this instrument, the then record owners of a majority of the lots in this section shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers.

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however, must be constructed in compliance with all the other restrictive covenants herein stipulated.

The address of this Architectural Control Committee is: 2929 Buffalo Speedway, Lamar Towers, Suite 103, Houston, Texas, 77006, or any other subsequent address that the Committee should choose to designate.

6. No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises, with the exception of Section II where horses may be stabled on the rear 30 feet of the lot.

7. No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any homesite unless the builder or owner of the improvements on said lot shall first cause a percolation test to be made by a qualified person approved by the Architectural Control Committee and the written results of this percolation test being submitted to the Architectural Control Committee together with complete plans, drawings and specifications pertaining to the installation of the septic tank, field lines and grease traps, and/or plans, drawings and specifications pertaining to the installation of a single home waste water treatment system together with the specifications of field lines. The Architectural Control Committee shall have sole authority to approve, reject or revise the submitted plans, drawings and specifications and shall have sole authority to require the builder or owner to construct or install a septic tank, field line and/or grease traps in accordance with specifications designated by the Architectural Control Committee and/or require the installation of a single home waste water treatment system together with installation specifications, however, the Architectural Control Committee must meet all requirements of governmental authorities. It shall be mandatory that all lots that abut or that are adjacent to any lake shall be required to have a single home waste water treatment system installed regardless of the percolation test, however, specifications for the installation of field line and the single home waste water treatment system may be changed to fit the need as determined by the percolation test. It is expected that any lot with high water table and with low pervious soils, difficult topography or adjacent to stream beds that lead to a lake shall be required to install a single home waste water treatment system. However, the Architectural Control Committee shall be final in its decision to require or not to require this installation. A single home waste water treatment system is defined as a highly efficient sewerage treatment system engineered to provide immediate and accelerated treatment of organic wastes, the biological concept employs the principle of biological decomposition with a design featured to prevent premature discharge of any appreciable amount of degradable material and whose affluent at least semi-clear, odorless and contain the properties that might qualify the affluent to be accepted for surface or stream discharges by governmental authorities. There shall be no requirement as to a particular manufacturer only to the specifications and results.

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

8. No sign of any kind or advertising of any kind shall be displayed to the public view on any lot without the prior approval in writing of the Architectural Control Committee. Only one sign may be displayed to advertise the property for sale or for rent, which sign shall be not more than one square foot, to be erected in that part of the property which fronts the street and to be no higher than 36" from the ground. The developer, however, or a builder, shall have the right without obtaining such approval to display a sign or signs for the sale or rental of any of the property and improvements in this section and may also display signs reflecting that the property has been sold; which sign shall not exceed 6 square feet. The Architectural Control Committee shall have the right to remove and dispose of any prohibited sign, advertising billboard or advertising structure which is placed on any lot and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

9. No outbuilding or garage of frame construction of any kind shall be erected on any of such lots unless same, at the time of construction, shall receive at least two (2) coats of paint except in case the plans thereof shall provide for staining or other means of coloring the same, and such plans are approved as herein provided.

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

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

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

12. All of the restrictions and covenants herein set out shall continue and be binding upon Developer, his heirs, executors, administrators, successors or assigns, and upon the purchasers, their heirs, successors and assigns, of said lots, for a period of thirty-five (35) years from the date of this instrument is filed for record in the office of the County Clerk of Leon County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to seventy-five (75%) per cent of the lots in this section of Hilltop Lakes as shown by the records of Leon County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot shown on said plat from any restrictions and covenants at the end of the first 35 year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. The owners shall be entitled to one vote for each lot as platted to which such owner has record title as reflected by the records of Leon County, Texas. These restrictions may be amended or supplemented by additional restrictions from time to time by the officers of Hilltop Lakes filing such supplement or amendment in the Deed Records of Leon County, Texas.

The Developer reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend any such restrictions) as to all or any portion of the unrestricted areas of the subdivision identified on the aforesaid plat. Any such action by the Developer shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of property in the subdivision, a lienholder, a mortgagee, a Deed of Trust beneficiary or any other person.

13. The terms and provisions hereof shall be binding upon Developer, his heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under him, and all subsequent purchasers or owners of property in said subdivision, their heirs, successors or assigns, each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

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

15. There is hereby imposed upon each residential lot in this subdivision and each such residential lot is hereby subjected to a monthly maintenance charge of \$6.50 per month, for the purpose of creating a fund to be known as HILLTOP LAKES MAINTENANCE FUND, and except as hereinafter stated, such maintenance charge shall be paid by each lot owner to Developer, as the custodian and administrator of such fund, or to his successor custodian and administrator, in advance of the first day of each month,

The Developer may at any time hereafter cause a nonprofit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer, his heirs or assigns relating to the Maintenance Fund. Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Leon County, Texas, and joined in by the Developer and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person or legal entity.

The above maintenance charge provisions shall be in effect for the duration of the restrictions, covenants and conditions imposed by this instrument and such duration shall be governed by the provisions contained in Paragraphs 12 and 15 above.

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

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

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

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

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

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

22. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot or tract of land, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or tract of land without the written permission of the Architectural Control Committee. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any lot or tract of land without such written permission from the Architectural Control Committee. At no time shall the drilling, usage or operation of any water well be permitted on any lot or tract of land without written permission from the Architectural Control Committee.

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

except, however, that the foregoing charge shall not apply to Developer as owner of or holder of title to any such lots, and such maintenance charge shall apply and begin to accrue against such lots only as and when the same are sold or leased by Developer and except further that the foregoing maintenance charge provisions shall not apply to any lot or lots purchased by any person, firm or corporation primarily engaged in the building and construction business for the purpose of constructing improvements on and thereafter selling the same, but upon any sale of any such lot by such builder or upon the occupancy of any such lot, whether sold or not, then such maintenance charge shall become effective and accrue against such lot or lots. It is further provided that any transfer of title by Developer, as Trustee, to his principals, shall not be deemed a sale of any such lots for the purpose of the foregoing provisions and shall not cause the foregoing maintenance charge to attach to such lots so transferred. Developer reserves the right at all times to use his own judgment and discretion as to the exemption of any lot from said maintenance charge, and the exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons at interest. It is further provided that Developer shall have the right at any time to adjust, alter or waive said maintenance charge from year to year as in his judgment the maintenance needs of the various sections of Hilltop Lakes may require, moreover, Developer, his heirs, executors or assigns shall have the right at any time to discontinue and abandon such maintenance charge without incurring liability to any person whomsoever, by filing a written instrument in the Office of the County Clerk of Leon County, Texas, declaring such discontinuance and abandonment. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit directly or indirectly of the subdivision as herein provided. Such maintenance fund may be expended by the Developer for any purposes which in the judgment of the Developer will tend to maintain the property value in the subdivision including but not by way of limitation provided for the enforcement of the provisions of this instrument, including the reservations, restrictions and covenants embodied in this instrument.

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

All funds collected from said maintenance charge from the various sections of Hilltop Lakes, now or hereafter platted, may be pooled, merged and combined into a single maintenance fund, to be expended by Developer for the general common good and benefit of the various sections of Hilltop Lakes paying into such fund, without regard to the amount collected from each section. Developer may use such funds or any part thereof, as far as the same will go, toward safety and/or health projects, for developing, improving and maintaining any and all recreational or other areas which the owners and/or occupants of lots in any of the sections of Hilltop Lakes may be privileged or shall have the right to use, regardless of who may own or the location of any such recreational or other areas; for improving and maintaining the streets, roads, lanes and drives in any of the sections of Hilltop Lakes, lake areas and/or other recreational facilities; for providing various services of Hilltop Lakes and in general for any and all purposes which Developer may consider to be of general benefit or useful to the owners and/or occupants of the lots in the various sections of Hilltop Lakes, it being agreed and understood that the judgment of the Developer, or his heirs, successors or assigns as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds or any part thereof shall be binding, final and conclusive on all parties at interest. Developer shall not be entitled to any compensation for acting as custodian and administrator of said Maintenance Fund.

In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any legal entity which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property.

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

1. No pier or other structure (other than a bulk head, as hereinafter referred to) shall be permitted which projects beyond the line or into the water (whether within or outside of the lot line).
2. A bulk head may be constructed at the water's edge with or without the dock, which dock, if constructed, may extend not more than four (4) four feet beyond the bulk head provided that the plans and specifications for such bulk head (and dock, if any) had been approved in writing by the Architectural Control Committee and such bulk head (and dock, if any) is thereafter constructed in strict compliance with such plans and specifications.
3. A boat slip or place of mooring which if constructed at an indentation into such lot shall be permitted.
4. Any garage must be attached to the main residence and must be not nearer to the lake shore than the rear set back line, shown on the aforesaid plat. This requirement for an attached garage supercedes any contrary requirement within the entirety of these restrictions.
5. No hedge, fence, or wall may be erected or placed within the rear set back line of the lake front lot. The Architectural Control Committee, however, in its discretion may approve a fence, hedge or wall contrary to the above specifications and if approved may be erected and maintained; however, approval from the Architectural Control Committee in every instance must be obtained in writing.

PARK WALK LOTS

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

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

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

RESERVED PARK

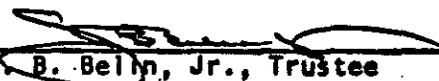
There is a plot of land located in Section 73 and designated as RESERVED and further located by being between blocks 1 and 2 of the plat. This reserved area is designated in these restrictions as a park.

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

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer (any successor of Hilltop Lakes) or any other person or persons owning any real property situated in said development or this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and in order to prevent him or them from so doing may enjoin or restrain any such violation or attempted violation or may recover damages or other dues for such violation or both.

Invalidity of any of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

EXECUTED THIS 18th day of July, 1972.


J. B. Belm, Jr., Trustee

STATE OF TEXAS I

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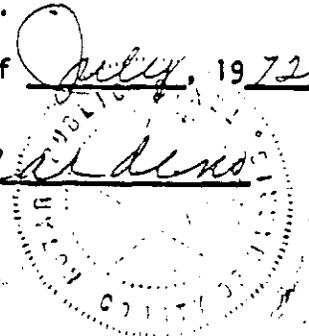
COUNTY OF HARRIS I

BEFORE ME, The undersigned authority, on this day personally appeared J. B. Belin, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of July, 1972

Sylvia Scardino
Notary Public in and for
Harris County, Texas

SYLVIA SCARDINO
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973



SUBORDINATION OF LIENHOLDERS

The undersigned, Tennessee Life Insurance Company, a corporation, and James Bruce Belin, Jr. and Marion Douglas Belin as co-independent executors and co-trustees under the will of James Bruce Belin, Sr., deceased, and Margaret Thomas Belin, a widow, being the owners and holders of separate liens upon said property above described, here now by the execution of this instrument, subordinate such indebtedness to the restrictions above set-out, and give consent to the restricting of such property in the manner aforesaid.

EXECUTED this the 19th day of July, 1972

TENNESSEE LIFE INSURANCE COMPANY

ATTEST: John A. Wood
Asst. Secretary

By John Benson
Senior Vice President

LIENHOLDERS:

Margaret Thomas Belin
Margaret Thomas Belin, a widow

James Bruce Belin, Jr.

Marion Douglas Belin
Marion Douglas Belin

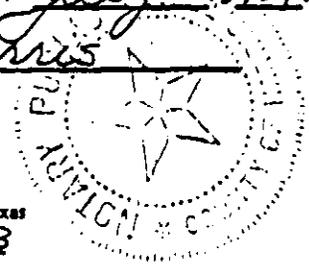
THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared John Benson, as Senior Vice President of Tennessee Life Insurance Company, known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Tennessee Life Insurance Company, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19th day of July, 1972.

Zena G. Harris
Notary Public in and for
Harris County, Texas

ZENA G. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973



THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared James Bruce Belin, Jr., and Marion Douglas Belin, co-independent executors and co-trustees under the will of James Bruce Belin, Sr., deceased, and Margaret Thomas Belin, a widow, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of July, 1972.

Sylvia Scardino
Notary Public in and for
Harris County, Texas

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

Filed for record on the 31st day of July A.D., 1972, at 4:00 o'clock P. M., and duly recorded this the 3rd day of August A.D., 1972 at 2:00 o'clock P. M.

By: Lela D. Nichols

ROY CARRIGAN, County Clerk