



4

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
HILLTOP RANCH, SECTION ONE**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Hilltop Ranch, Section One (the "First Amendment") is approved by the written agreement of Owners entitled to cast not less than two-thirds (2/3rds) of the votes of all Owners and shall be effective on the 1st day of September, 2010.

WHEREAS, Hilltop Ranch is a subdivision in Montgomery County, Texas, as the same appears upon the Plat of said Hilltop Ranch recorded in Cabinet O, Sheet(s), 138 and 139, of the office of the County Clerk of Montgomery County, Texas; and

WHEREAS, Hilltop Ranch is encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Hilltop Ranch, Section One (the "Covenants"); and

WHEREAS, reference is hereby made to the Covenants for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Covenants, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to Article IX, Section 9.02 of the Covenants, the Covenants may be amended or changed, in whole or in part, at any time by the written agreement of Owners entitled to cast not less than two-thirds (2/3rds) of the votes of all Owners; and

WHEREAS, pursuant to the Bylaws of Hilltop Ranch Property Owners' Association Item A.1.a: Class A Members are all Owners, other than Developer. Class A Members have one vote per Lot.

NOW THEREFORE, the Owners entitled to cast not less than two-thirds (2/3rds) of the votes of all Owners, do hereby agree and stipulate that all of the Lots within Hilltop Ranch are respectively impressed with the above-referenced Covenants, and the Lots shall be and are hereby made subject to the following First Amendment to the Covenants which shall apply to all of the Lots in Hilltop Ranch. Any deed conveying a Lot shall be made subject to the Covenants and this First Amendment whether said covenants are incorporated in said deed or otherwise.

Article II, Section 2.05 shall be amended by replacing the entire section with the following:

Article II, Section 2.05 Use of Easements by Owners. The easements shown on the Plat adjacent to any road or street may be used by all Owners, their families, guests and invitees for the purpose of pedestrian walking or jogging and for riding horses or non-motorized vehicles or similar activities. No fence or other structures shall be constructed or maintained on any part of said easements. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on said easement, except equipment necessary for the construction, maintenance and repair of said easements shall be permitted.

Article III, Section 3.04 shall be amended by replacing the entire section with the following:

Article III, Section 3.04 Residential Foundation Requirements. All residential building foundations shall consist of concrete slabs, unless the Architectural Control Committee approves a different type of foundation when



circumstances such as topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the residential building improvements constructed on the Lot. Minimum finished slab elevation for all residential structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

Article III, Section 3.13 shall be amended by replacing the entire section with the following:

Article III, Section 3.13 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except one (1) sign not more than forty-eight inches (48") square, advertising an Owner's Lot for sale or rent. Provided, however, no consent of the Architectural Control Committee shall be required to display a telephone number and/or an electronic address in or on one vehicle with current, valid state license plate.

Article III, Section 3.17 shall be amended by replacing the entire section with the following:

Article III, Section 3.17 Lot Maintenance. Whereas Hilltop Ranch Subdivision is a rural community in a country setting, the following maintenance requirements should be interpreted liberally so as to accommodate the various activities common to such a setting, including, but not limited to growing vegetable and/or flower gardens, planting wildflowers, keeping household pets, and raising and pasturing livestock as described in Section 3.14. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Mowing of yards and open areas (outside of natural vegetation areas).
- c. Tree and shrub pruning (outside of natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting improvements.
- i. Repair of exterior damage to improvements.

All Lots (to specifically include any detention area easements), at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided however, the burning of underbrush, trees and natural debris shall be permitted. All yard equipment or storage piles shall be kept in a service yard or other similar facility as herein otherwise provided. Service yards shall be screened from direct view of neighboring Lots and streets. Yards, defined as any area immediately adjacent to any residential building and/or all paved or unpaved driveway segments on Lot, shall be mowed a minimum of two (2) times per month during the growing season. Open areas, partially or wholly cleared, shall be mowed a minimum of two (2) times per year. Natural vegetation areas, defined as any areas whose vegetation has been left undisturbed following transfer of title to the current Owner, including any previously cleared areas being allowed to return to an undisturbed state, shall be exempted from maintenance requirements stipulated herein. Areas planted with wild or domestic flowers are exempt from the mowing frequency requirements during their growing season. Road right-of-way, defined as the unpaved portion of the county road right-of-way adjacent to any Lot, including both road and utility easements, shall be mowed and

maintained by the Association, unless the Owner of said Lot submits in writing to the Association a request to transfer responsibility for right-of-way maintenance to the Owner, in which case the Owner shall mow said right-of-way a minimum of two (2) times per month during the growing season. Upon sale of said Lot having an Owner maintained right-of-way, responsibility for right-of-way maintenance reverts back to the Association. The new Owner may request transfer of responsibility of right-of-way maintenance as described herein. Furthermore, the Association shall clear and trim all rights-of-way within fifteen feet (15') of all culverts traversing subdivision roads or streets a minimum of two (2) times per year.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$10.00 per month for each instance. Payment thereof shall be collected by adding the charges to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly Maintenance Charge payment.

If any provision of this First Amendment is found to be in conflict with the Covenants, this First Amendment shall control.

Unless the context clearly indicates otherwise, all other definitions and restrictions shall remain as stated in the Covenants.

IN WITNESS WHEREOF, the undersigned majority of the Board of Directors do hereby certify that the required number of Members executed this instrument amending the Covenants, thereby executing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Hilltop Ranch, Section One, as of the 1st day of September, 2010.

**BOARD OF DIRECTORS
HILLTOP RANCH PROPERTY OWNERS' ASSOCIATION**

By: *JR Martin*

Print Name: JR MARTIN

Print Title: President

By: *Lane Harris*

Print Name: Lane Harris

Print Title: Treasurer/Secy.

By: *Brent Boudreaux*

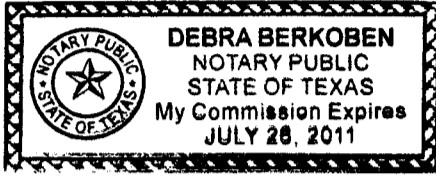
Print Name: Brent Boudreaux

Print Title: Vice President

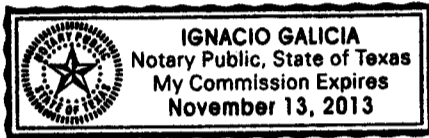
STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, on this day personally appeared the persons signed above, known by me to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of August, 2010.



Debra Berkoben
Notary Public - State of Texas



Ignacio Galicia

Paul A. Bussard
4996 Hilltop Ranch Court
Montgomery, TX 77316

FILED FOR RECORD

09/02/2010 9:29AM

Mark Jumball

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

09/02/2010



Mark Jumball

County Clerk
Montgomery County, Texas