

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HILLTOP ESTATES SUBDIVISION**

STATE OF TEXAS

COUNTY OF WILLIAMSON

This Declaration of Covenants, Conditions and Restrictions for Hilltop Estates Subdivision (“Declaration”) is executed by HILLTOP RANCHETTES, LLC., a Texas limited liability company, herein referred to as “Declarant.”

RECITALS:

WHEREAS, Declarant is the owner of that certain 99.782 acre tract of land conveyed to Hilltop Ranchettes, LLC by Instrument #2020044388 Official records, Williamson County, Texas, and being more particularly described in Exhibit “A” attached thereto and made a part hereof for all purposes, hereinafter (the “Property”); and

The Declarant is intending to purchase that certain 0.326 acre tract of land lying in and being situated out of the R.E. Booth Survey, Abstract 102, in Williamson County, Texas, also being a portion of Block 1, Robbin’s Pasture as recorded by Plat in Volume 77, Page 617 Deed Records, Williamson County, Texas and being a portion of that certain 150 acre tract of land conveyed to Wanda Heiner by Instrument #2005048079 Official records, Williamson County, Texas; said 0.326 acre tract of land being more particularly described in the Exhibit “A” to be attached to the deed conveying said tract of land from Wanda Heiner to Hilltop Ranchettes, LLC. If the transaction is closed and recorded, said 0.326 acre tract of land shall be automatically included and subject to the terms of this Declaration without any other action, and further, shall be included in this definition of “Property”. If such said is not closed and recorded, then such 0.326 acre tract shall not be bounds by the terms of this Declaration. In which case, Declarant will likely file a subdivision plat for part of the Property, but shall not be obligated to do so.

WHEREAS, Declarant intends to separate the Property into ten (10) separate tracts (individually, a “Tract”); and

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future owners of the Property, and to convey the Property subject to certain protective covenants, conditions and restrictions hereinafter set forth; and

NOW, THEREFORE, it is hereby declared that the (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the desirability of the Property, and which shall run with the land and

be binding on all parties having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

ARTICLE I GENERAL RESTRICTIONS

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

- 1.1 Limitation on Use. Each Tract may be used for residential purposes or commercial purposes subject to the following reasonable limitations:
- a. Hazardous materials or chemicals may not be regularly used or stored on the Property;
 - b. Equipment and materials must be screened from view from any neighboring Tract;
 - c. Any structure used for business purposes must be setback at least fifty feet (50') from a neighboring Tract;
 - d. Noise volume may not exceed normal residential decibel levels in accordance with Williamson County noise ordinances;
 - e. After sundown, business may only be conducted indoors or screened from view (except for agricultural purposes).
- 1.2 Minimum Building Setbacks and Public Utility Easements. No structure may be placed or erected within the following distances:
- a. Building Setbacks shall be sixty feet (60') on the front, forty feet (40') on the sides, and fifty feet (50') on the rear;
 - b. Public Utility Easements shall be forty feet (40') on the front, twenty feet (20') on the sides, and twenty feet (20') on the rear;
 - i. Public Utilities shall be permitted to cross the "flag pole" of Tracts 4, 5, 6, 7, 8, 9, or 10 horizontally, in as direct a manner as is commercially reasonable.

Boundary line fences, cross fences, gates and structures relating to gate entrances shall be excluded from the definition of Structure as used herein. Structures that existed on the Property prior to the filing and recordation of this Declaration shall be grandfathered and exempted from these requirements.

- 1.3 Dwellings. All dwellings placed on the Property shall be site built homes, barndominiums, modular homes, or pre-manufactured homes. Single-wide pre-manufactured or modular homes are not allowed. Modular or pre-manufactured homes are permitted provided the home is:
- a. A "double wide" or larger;
 - b. Not less than twelve hundred (1,200) square feet;

- c. Permanently attached (not personal property);
- d. The home has underpinning or skirting entirely around the bottom of the dwelling;
- e. The home is not older than three (3) years old at the time it is permanently attached;
- f. In good condition; and
- g. Is well-maintained at all times.

Modular or pre-manufactured houses may not be stored on any Tract at any time unless they are in the process of being attached. Notwithstanding the foregoing, a Tract owner may relocate or reconstruct a building of historical quality and integrity (e.g., a log cabin) to be used as a dwelling or accessory building.

1.4 Residences per Tract. No lot may contain more than three (3) dwelling residences as defined below:

- a. Three (3) site built homes or barndominiums
- b. Two (2) site built home or barndominium and One (1) modular or pre-manufactured home as outlined in paragraph 1.3 above.

Under no circumstance may there be more than One (1) modular or pre-manufactured home on any lot.

1.5 Travel Trailers and Recreational Vehicles. No travel trailers, motor homes or recreational vehicles shall be used as a permanent dwelling. No travel trailers, motor homes or recreational vehicles shall be parked or stored on any Tract at any time within the minimum setback lines established in paragraph 1.2 above. A single travel trailer, motor home or recreational vehicle is permitted for no more than twelve (12) months, provided the travel trailer, motor home or recreational vehicle is only being used as a temporary residence while a site-built home is being constructed.

1.6 Temporary Structures. No tent, shack, or other temporary building shall be placed on the Property as a permanent dwelling, except for temporary structures needed to store tools and equipment during actual construction or for recreational use.

1.7 Unfinished Structures. No Structure shall remain unfinished for more than fifteen (15) months after construction has begun.

1.8 Rubbish, Trash and Debris. No trash containers, metals, bulk materials, scrap, refuse, trash or debris shall be kept, stored or allowed to accumulate on any portion of the Property within the minimum setback areas established in Paragraph 1.2 above. For all other areas, such items may be kept, stored or allowed to accumulate only if appropriately screened from view from public or common roads and adjacent Tracts. No odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, offensive, or detrimental to any other portion of the Property or to its occupants. The Property shall not be used as a dumping ground for rubbish. No

Tract owner shall permit any condition to exist on any Tract that will induce, breed or harbor plant disease or noxious insects.

1.9 Vehicles and Trailers. No trucks, automobiles, trailers, graders, stock trailers, horse trailers, boats, tractors, construction machinery, wagons, motorcycles, motor scooters, all-terrain vehicles, or landscaping equipment (collectively, "Vehicles") shall be parked or stored on any Tract at any time within the minimum setback areas established in Paragraph 1.2 above, except when in actual use. No repair or maintenance work shall be done on any Vehicles (other than minor emergency repairs) except in areas screened from view.

1.10 Swine and Ratites. No swine or ratites (ostriches, emus and the like) may be kept, stored, or raised upon any Tract or any portion of the Property.

1.11 Other Animals. Owners may keep:

- a. Horses and cows: Up to one (1) per acre;
- b. Goats: Up to five (5) per acre;
- c. Common domesticated pets, such as dogs or cats, not to exceed four (4) animals in total. The pets must be confined to a fenced yard or within the Residence, and no commercial breeding or kennel operations are permitted; and
- d. A reasonable number of chickens, which may be kept for personal, but not commercial use.
- e. No dangerous or wild animals are permitted.

1.12 Individual Sewage Disposal Systems. No individual sewage disposal system shall be permitted unless the system is designed, located, constructed and maintained in accordance with all federal, state, and local laws, including any promulgated by Williamson County. Individual sewage disposal systems must additionally comply with the minimum setback requirements outlined above.

1.13 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof.

1.14 Subdivision of Property.

- a. No Tract may be subdivided into a Tract of less than 2.5 acres.
- b. Williamson County approval may be required in order to subdivide a Tract. Check with County for current requirements before subdividing.

1.15 Maintenance. Each Owner must keep the Tract, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

1.16 Additional Prohibited Activities. Additional Prohibited activities are—

- a. any illegal activity;

- b. any nuisance or noxious or offensive activity;
- c. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. unsightly objects unless completely shielded by a Structure;
- d. any hunting;
- e. any exploration for or extraction of minerals;
- f. the drying of clothes in a manner that is visible from any street;
- g. the display of any sign except—
 - i. one not more than five square feet, advertising the Tract for sale or rent or advertising a garage or yard sale;
 - ii. political signage not prohibited by law; or
 - iii. a reasonable commercial sign.
- h. the operation of:
 - i. junk yards - two or more vehicles in disrepair placed on any Tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.
 - ii. repair yards,
 - iii. wrecking yards,
 - iv. sludge farms
 - v. kennels operations of any kind

ARTICLE II
EASEMENTS

2.1 Shared Access Easement. Owners will each have either their own exclusive access to County Road 451 or shall have joint, shared access to County Road 451, over which, each respective Owner shall have free and uninterrupted pedestrian and vehicular ingress to and egress from their Tract, to and from County Road 451. The Easement Property cannot be used for any structures, the parking or storage of vehicles, materials, trailers, nor any other device. The respective Easements are shown on Exhibit "A", which is hereby incorporated by reference for all pertinent purposes.

- a. The front One Hundred Foot (100') section of the flag portion of Tracts 4-10 inclusive, shall be designated as Shared Access Easement.
- b. Based on County minimum distance between driveway requirements, Ingress and Egress to Tracts shall be limited to the respective entries as follows:
 - i. Tracts 4 & 7 – Shared Access Easement #1
 - ii. Tracts 5 & 8 – Shared Access Easement #2
 - iii. Tracts 6, 9 & 10 – Shared Access Easement #3

2.2 Shared Duty to Maintain Driveway. Owners will share equally in the responsibility and cost of maintaining the shared driveways shown on Exhibit "A". These costs shall be managed solely between the corresponding Owners.

2.3 Nonperformance. If an Owners does not share in the cost of performing the required maintenance listed in paragraph 2.2 above or paragraph 2.4 below, then the other Owner/s, after giving the nonperforming Owner/s thirty (30) days' written notice, will have the right to perform the maintenance and receive reimbursement from the nonperforming Owner. Reimbursement will be payable on demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).

2.4 Additional Driveway Maintenance. Any such personal driveways relating to paragraph 2.1 above shall at all times be kept in good condition and repair or otherwise maintained by the Owner thereof.

ARTICLE III MISCELLANEOUS

3.1 Term. This Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

3.2 Termination. This Declaration may be terminated by a written instrument executed by seventy-five percent (75%) of the owners of the Property, determined on the basis of acreage.

3.3 Amendment. This Declaration may be amended by an affirmative vote of sixty percent (60%) of the owners of the Property, determined on the basis of acreage; provided, however, that so long as Declarant owns any of the Property, Declarant may amend this Declaration at any time. Any such amendment shall be effective upon recordation in the Williamson County Property Records of an instrument executed and acknowledged by Declarant and/or the requisite percentage of owners, and setting forth the amendment.

3.4 Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision or portion hereof.

3.5 Enforcement. The Declarant and each owner of a portion of the Property shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

3.6 Effect on Declarant. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce the same, and Declarant shall not be subject to any claim, demand, or cause of action from any Tract owner by virtue of not enforcing any restrictions herein contained.

3.7 Attorney's Fees. If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

3.8 Fines. Each Owner and occupant of Tract agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

3.9 No Waiver. Failure by an Owner to enforce this Declaration is not a waiver.

3.10 Presuit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 26 day of May 2020.

HILLTOP RANCHETTES, LLC.,
a Texas limited liability company

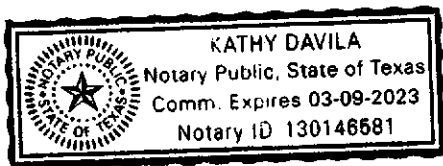
By: BOYD DEVELOPMENT, INC.,
a Texas corporation
Its: Manager

By: Benjamin K. Williams
Benjamin K. Williams

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 26th day of May, 2020 by BENJAMIN K. WILLIAMS, Authorized Agent of BOYD DEVELOPMENT, INC., a Texas corporation, it being the Manager of HILLTOP RANCHETTES, LLC, a Texas limited liability company.



Kathy Davila
Notary Public, State of Texas

CCRs - EXHIBIT "A"

TED W. HEAL
INST# 2008009357
84.421 ACRES

Shared Easement #1 Shared Easement #2 Shared Easement #3

C.R. 451

0.328 Ac.

N 68°48'21" E 1185.31'
(N 68°58'04" W 1191.14')



0 200 400
SCALE: 1" = 200'

LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR SET W/CAP
- ⊙ STAMPED I.E. FOUND (RELS 4303)
- ⊙ 1/2" PIPE FOUND (UNLESS NOTED)
- ⊙ IRON ROD W/CAP FOUND
- ▲ 50# NAIL FOUND
- WIRE FENCE
- ⊙ POWER POLE
- OVERHEAD ELECTRIC LINE
- DOWN GUY
- (ORIG - DEST) RECORD CALL

KATE DIANE LANG
INST# 2010091854
68.038 ACRES

WANDA HEYER
INST# 2005048079
(GIFT DEED)
(DESCRIBED IN 559/259 AS 'ALL OF BLOCK ONE, MAP OF RECORD IN VOL. 77, PG. 817')
150 ACRES

BLOCK 1
BLOCK 2

BLOCK 18
BLOCK 17

TRACT 1
10.010 Ac.
0.417 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 2
10.010 Ac.
0.417 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 3
10.010 Ac.
0.437 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 4
10.010 Ac.
0.052 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 5
10.010 Ac.
0.055 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 6
10.010 Ac.
0.057 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 7
10.010 Ac.
0.052 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 8
10.014 Ac.
0.055 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 9
10.010 Ac.
0.058 AC. WITHIN
RIGHT-OF-WAY EASEMENT

TRACT 10
10.010 Ac.
0.067 AC. WITHIN
RIGHT-OF-WAY EASEMENT

BLAKE JOHN WARD &
CRYSTAL DANIELLE WARD
INST# 2018052818
73.9072 ACRES

BLAKE JOHN WARD &
CRYSTAL DANIELLE WARD
INST# 2006100788
20.008 ACRES

TERRY LEE FINN
INST# 2004028783
15.3148 ACRES

SCHEDULE "B" ITEMS ADDRESSED:
10(G) SUBJECT TO ELECTRIC EASEMENT TO TEXAS POWER AND LIGHT COMPANY;
RECORDED IN VOL. 361, PG. 120, D.R.M.C.T. (SHOWN)

REFERENCE: BOYD DEVELOPMENT, INC. G.F. NO.: A0720002855
ADDRESS: COUNTY ROAD 451, TAYLOR, TEXAS
LEGAL DESCRIPTION: 99.789 ACRES IN THE N.E. 800TH SURVEY, ABSTRACT 102 & P. STODARD SURVEY, ABSTRACT 574, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF BLOCKS 17 & 18, ROBBY'S PASTURE RECORDED IN VOL. 77, PG. 817 D.R.M.C.T.

FIELD BOOK: D-818-89
FILE: S:\Counties\Willamson\Survey\18 E Booth A-102\26220-dw\102a.dwg

TO THE OWNERS, LIEN HOLDERS AND AUSTIN TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0525E EFFECTIVE DECEMBER 20, 2019



JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Boatrop, Texas 75602
(512) 303-4185
jgaron@austin.tx.com
www.jamesegarons.com

RECORDERS MEMORANDUM APRIL 24, 2020

All or parts of the text on this page was not clearly legible for satisfactory recordation

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2020054376

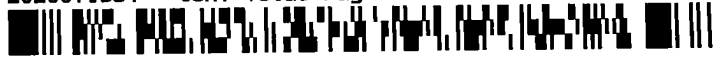
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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



CONSENT OF FIRST MORTGAGE HOLDER for
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HILLTOP ESTATES SUBDIVISION

SR1 FUND, LLC, a Texas limited liability company, (the "Lender"), which holds a deed of trust lien on the Property described in the Declaration of Covenants, Conditions, and Restrictions for Hilltop Estates Subdivision recorded in Document No. 2020054376, Official Public Records, Williamson County, Texas, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consents to and subordinates its deed of trust lien to this Declaration, to be effective as of May 26, 2020; provided however, this Consent: (i) shall not be construed to operate as a release of the lien and security interests of the Deed of Trust, (ii) shall not release, subordinate or impair or otherwise affect any and all rights the Lender has under the Deed of Trust to succeed to the rights, powers and authority of Declarant under the Declaration in the event of a foreclosure of the lien and security interests of the Deed of Trust; and (iii) shall not modify or amend the terms and provisions of the Deed of Trust.

HOLDER:

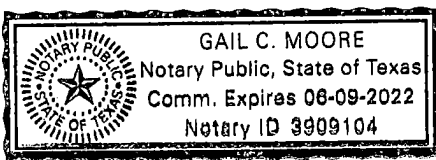
SR1 FUND, LLC,
a Texas limited liability company

By: Concierge Investments, LLC
Its: Manager

By: *Benjamin K. Williams*
Benjamin K. Williams, Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 26 day of June, 2020 by Benjamin K. Williams, as Manager of Concierge Investments, LLC it being Manager of SR1 FUND, LLC, a Texas limited liability company, on behalf of said company.



Gail C. Moore
Notary Public, State of Texas

~~RETURN TO:
AUSTIN TITLE COMPANY
THE SUMMIT AT LA FRONTERA
810 HESTERS CROSSING, #155
POUND ROCK, TX 78681-7841~~

~~00111111 2020054376 033~~

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2020071994

CSNT Fee: \$25.00
07/01/2020 03:46 PM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

RETURN TO: **(02)**
AUSTIN TITLE COMPANY
THE SUMMIT AT LA FRONTERA
810 HESTERS CROSSING, #155
ROUND ROCK, TX 78681-7841
GF: AUT 20006595-653

①
E

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HILLTOP ESTATES SUBDIVISION**

STATE OF TEXAS

COUNTY OF WILLIAMSON

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Hilltop Estates Subdivision (“Declaration”) is executed by HILLTOP RANCHETTES, LLC., a Texas limited liability company, herein referred to as “Declarant.”

RECITALS:

WHEREAS, Declarant is the owner of that certain 99.782 acre tract of land conveyed to Hilltop Ranchettes, LLC by Instrument #2020044388 Official Public Records, Williamson County, Texas, and that certain 0.326 acre tract of land lying in and being situated out of the R.E. Booth Survey, Abstract 102, in Williamson County, Texas, also being a portion of Block 1, Robbin’s Pasture as recorded by Plat in Volume 77, Page 617 Deed Records, Williamson County, Texas and being a portion of that certain 150 acre tract of land conveyed to Wanda Heiner by Instrument #2005048079 Official records, Williamson County, Texas; said 0.326 acre tract of land being more particularly described in the Exhibit “A” to be attached to the deed conveying said tract of land from Wanda Heiner to Hilltop Ranchettes, LLC by Instrument #2020059589 Official Public Records, Williamson County, Texas, altogether the “Property”, less the property sold below;

WHEREAS, Declarant has sold four tracts out of the aforementioned Property, said deeds being recorded in Document Numbers 2020057834, 2020069241, 2020070666, and 2020070934, all in the Official Public Records, Williamson County, Texas, the “sold Tracts.”

WHEREAS, Declarant retained the right to amend the Covenants, Conditions and Restrictions for Hilltop Estates Subdivision for so long as it continues to own any of the Property (which it does) in Paragraph 3.3 of the Declaration;

WHEREAS, Declarant desires to amend the Conditions and Restrictions for Hilltop Estates Subdivision to add:

“Paragraph 1.16. Additional Prohibited Activities. Additional Prohibited activities are –

- i. Any commercial animal processing of any kind”

NOW, THEREFORE, it is hereby declared that the (i) that all of the Property shall be held, sold, conveyed and occupied subject to the restrictions, covenants and conditions, as hereby amended,

which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be binding on all parties (expressly including the owners of the Sold Tracts) having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said deed.

Remainder of this Page is Intentionally Blank.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to the Declaration to be effective as of the 26th day of May 2020.

HILLTOP RANCHETTES, LLC.,
a Texas limited liability company

By: BOYD DEVELOPMENT, INC.,
a Texas corporation
Its: Manager

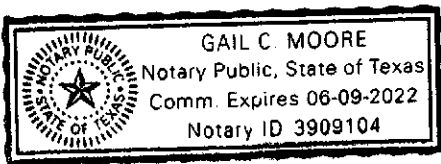
By: *Benjamin K. Williams*
Benjamin K. Williams

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 6th day of July, 2020 by BENJAMIN K. WILLIAMS, Authorized Agent of BOYD DEVELOPMENT, INC., a Texas corporation, it being the Manager of HILLTOP RANCHETTES, LLC, a Texas limited liability company.

Gail C. Moore
Notary Public, State of Texas



CONSENT OF FIRST MORTGAGE HOLDER for
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR HILLTOP ESTATES SUBDIVISION

SR1 FUND, LLC, a Texas limited liability company, (the "Lender"), which holds a deed of trust lien on the Property described in this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Hilltop Estates Subdivision recorded in Document No. 2020054376, Official Public Records, Williamson County, Texas, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consents to and subordinates its deed of trust lien to this First Amendment to the Declaration, to be effective as of May 26, 2020; provided however, this Consent: (i) shall not be construed to operate as a release of the lien and security interests of the Deed of Trust, (ii) shall not release, subordinate or impair or otherwise affect any and all rights the Lender has under the Deed of Trust to succeed to the rights, powers and authority of Declarant under the Declaration in the event of a foreclosure of the lien and security interests of the Deed of Trust; and (iii) shall not modify or amend the terms and provisions of the Deed of Trust.

HOLDER:

SR1 FUND, LLC, a Texas limited liability company

By: Concierge Investments, LLC

Its: Manager

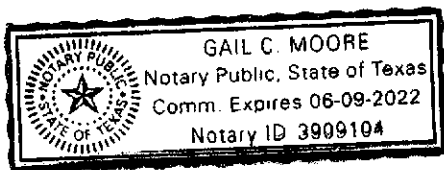
By: *Benjamin K. Williams*
Benjamin K. Williams, Manager

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 16th day of July, 2020 by Benjamin K. Williams, as Manager of Concierge Investments, LLC it being Manager of SR1 FUND, LLC, a Texas limited liability company, on behalf of said company.



Gail C. Moore
Notary Public, State of Texas

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2020073915

Pages: 5 Fee: \$33.00
07/07/2020 09:22 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas