

HC 9619012 24 PGS

STATE OF TEXAS )  
 )  
COUNTY OF HAYS )

1271 241

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on November 9, 1971, the developers of Eagle Rock Heights, Section 1, a subdivision of Hays County, Texas, according to the plat thereof recorded at Volume 163, Page 30, Deed Records of Hays County, Texas, filed for record an instrument imposing restrictive covenants on such subdivision, which was recorded at Volume 168, Page 31 of the Deed Records of Hays County, Texas; and

WHEREAS, by instrument recorded at Volume 246, Page 854, the owners of a majority of the lots in Eagle Rock Heights, Section 1, filed for record an instrument extending the term of the restrictive covenants to May 31, 1974; and

WHEREAS, by instrument recorded at Volume 441, Page 424 of the Real Property Records of Hays County, Texas, the owners of a majority of the lots in Eagle Rock Heights, Section 1, including the Replat of Lot 52, Blk. 6, Eagle Rock Heights, Section 1 (Oakcrest), filed for record an instrument extending the term of the restrictive covenants to May 31, 1994; and

WHEREAS, by oversight and inadvertence, the previously described restrictive covenants were allowed to expire by inaction on the part of the property owners of Eagle Rock Heights, Section 1, including the Replat of Lot 52, Blk. 6, Eagle Rock Heights, Section 1 (Oakcrest); and

WHEREAS, the undersigned owners of lots in Eagle Rock Heights, Section 1, including the Replat of Lot 52, Blk. 6, Eagle Rock Heights, Section 1 (Oakcrest), recognize the benefits of carrying forward a uniform plan for the improvement and development of this subdivision and that the restrictive covenants herein contained are beneficial in that they tend to enhance property value, provide a method to maintain streets and obtain security and protection through cooperation with other subdivisions in the Woodcreek community; and

WHEREAS, there has been a common plan of development within the subdivision adhering to the restrictive covenants as originally filed and renewed from time to time and as set forth herein; and

WHEREAS, the undersigned lot owners desire to perpetuate and carry forward, amend and modify the existing uniform plan for development of the subdivision.

The undersigned hereby adopt and establish the following restrictive covenants upon the use and development of lots in Eagle Rock Heights, Section 1, including the Replat of Lot 52, Blk. 6, Eagle Rock Heights, Section 1 (Oakcrest). These restrictive covenants shall relate back to May 30, 1994, and shall be made a part of each and every contract and deed heretofore and hereinafter executed by or on behalf of any property owner within said subdivision, and the same shall be considered a part of each contract or deed as though fully incorporated therein; and these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said addition as shown by said map and as referred to herein, and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the undersigned, their successors and assigns, and all other lot owners in said addition, all of whom shall be subject to and bound by such restrictive covenants for the term of this instrument as hereinafter set forth:

When used herein, the term "lot" means any of the plats of land shown on the plat of the subdivision recorded at Volume 163, Page 30, of the Deed Records of Hays County, Texas, including the Replat of Lot 52, Blk. 6, Eagle Rock Heights, Section 1 (Oakcrest).

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- (1) All lots in the subdivision shall be used for residence purposes only.
- (2) Only one, single-family residence shall be constructed or permitted on each such lot.
- (3) No garage or outbuilding erected on any lot shall be used as a residence or living quarters, except by a servant or servants engaged on the premises.
- (4) No livestock of any kind shall be kept or harbored on any lot in the subdivision.
- (5) No trash, ashes or other refuse may be thrown or dumped on any lot in the subdivision.
- (6) No spirituous, vinous or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any lot in the subdivision, or any part thereof, nor shall any lot or any part thereof be used for illegal or immoral purposes.
- (7) No improvements of any character shall be erected or the erection thereof begun, on any lot in the subdivision until the plans and specifications covering the proposed improvements have been submitted to and approved in writing by the Woodcreek Property Owners Association of Hays County, Inc. or its duly appointed Architectural Control Committee. The plans and specifications shall detail the nature, shape, height, materials and location of the proposed improvements.
- (8) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.
- (9) No residence shall be constructed on any lot in the subdivision which has an area less than that shown by the plat of said subdivision now on file.
- (10) No improvements shall be constructed nearer than thirty (30') feet to the front property line of each lot, nor nearer than five (5') feet to either side of the property line of each such lot.
- (11) No outside privy shall be erected on any lot in this subdivision.
- (12) With the lot owner's consent, it is hereby provided that water wells and/or water systems may be constructed for the purpose of supplying water to one or more lots in this subdivision.

The above restrictions herein imposed or provided to be imposed upon such property are for the benefit of future owners, as well as the parties hereto, and may be enforced by the present owners of said property or any future owner of said property. These restrictive covenants may also be enforced by the Woodcreek Property Owners Association of Hays County, Inc.

These restrictive covenants shall remain in force and effect for an initial term of 25 years and shall be automatically renewed for successive periods of ten (10) years each unless a certificate is filed for record in the Official Public Records of Hays County, Texas, executed by the President and Secretary of the Woodcreek Property Owners Association of Hays County, Inc. certifying that a petition was signed by two-thirds of the lot owners in the subdivision with one vote allowed for each lot, authorizing that action shown in the certificate.

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MAINTENANCE FUND

All lots in said Eagle Rock Heights, Section 1, including the Replat of Lot 52, Blk. 6, Eagle Rock Heights, Section 1 (Oakcrest), are subject to a monthly maintenance charge of \$10.00 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 the subdivision, payable monthly on the first day of the month, beginning on the first day of the month following the date of the deed to respective lots provided water has been furnished to the lot in question, otherwise to begin on the date water is made available, said payments to be made to the Woodcreek Property Owners Association of Hays County, Inc.

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 esplanades, including all of the grass and planted area within boundaries of the streets, curbs and parks, collection and disposition of garbage and trash, furnishing of watchman or patrol service, and doing any other thing necessary or desirable in the opinion of the Woodcreek Property Owners Association of Hays County, Inc. to keep the property neat or in good order, or which, in the opinion of the Woodcreek Property Owners Association of Hays County, Inc., 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 charge a vendor's lien is retained against the property so conveyed.

WITNESS OUR HANDS this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Jim Duvall  
Attorney at Law  
112 N. LBJ Drive  
San Marcos, TX 78666