

AMENDED COVENANTS AND RESTRICTIONS

ER
Ranch
#3

STATE OF TEXAS

COUNTY OF HAYS

1427 712

KNOW ALL MEN BY THESE PRESENT that property owners in that certain subdivision known as Section III Eagle Rock Ranchitos, plat of said subdivision recorded in the office of the County Clerk of Hays County, Texas on the 24th of June 1953 after having been approved as provided by law, and being recorded in Volume 157, Page 2 and 3, of the Deed Records of Hays County, Texas, do hereby amend the Reservations, Restrictions and Covenants applicable to the Section, this amendment to become effective immediately upon its adoption by a vote of simple majority of the property owners in Section III Eagle Rock Ranchitos and the recording thereof of such adoption.

1

GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereinafter executed with respect to any property in Section III Eagle Rock Ranchitos, shall be deemed and held to have 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 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 the recorded plat are for the sole and exclusive use of the owners of the lots in the Section. The Property Owners, their Successors and Assigns reserves the right to dedicate the streets and roads to the public at such time as the Property Owners, their Successors and Assigns, in their opinion, deems public roads and streets in the best interest of the Section. Said dedication would require a majority vote of the property owners in this section. The extension of existing unused undeveloped road/street right-of-way or the outletting there of or the gating there of, where none now exists is prohibited unless so desired otherwise by a majority vote of the Property Owners of this Section. The majority vote to alter or change the status of the

roads/streets in Section III may be solicited by the Property Owners at any time during the term of these amended covenants and restrictions.

1427 713

RESERVATIONS

1. a. No interest in the oil, gas, or mineral in, on, or under the property has been conveyed to Section Property Owners.

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 Property Owners of the Section to allow for the construction, repair, maintenance and operation of a system or systems of light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service necessary and proper. Utility easements are reserved for the width of five feet on all property lines bordering a street; and five feet 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 Section shall not be held or construed to include the title to water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities upon, under, along, across, or through such public utility easements; and the right (but not 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, its Successors or Assigns.

✓ e. Any utility, in making repairs, alterations or performing any type of construction, maintenance or repair on its lines contained in an easement, shall, upon completion thereof, restore the surface of the easement to the condition that existed prior to such work by the utility.

DURATION AND AMENDMENTS

4. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with that land and shall be binding upon all persons or parties claiming under it or them for a period of ten (10) 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 ten (10) years, the then owners of a majority of building sites in the Section

shall have executed an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative immediately following the date on which it is executed and recorded with the County Clerk of Hays County, Texas. For purposes of this instrument a building site is defined as two or more adjoining lots upon which a dwelling is built or a single lot upon which a dwelling is built or which can accommodate a future dwelling.

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 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 (e.g., property owner, their successors or assigns) entitled to enforce the provisions hereof may recover such damages as such has sustained by reason of the violation of such provisions. Any person against whom a proceeding is brought to enforce or prohibit any violation of these Covenants and Restrictions, expressly waives the right to prosecute or take any action, in law or in equity, against the entity complaining of their violation of the Covenants and Restrictions.

PARTIAL INVALIDITY

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which was not thereby held invalid; and such other provisions, including Reservations, Restrictions and Covenants, shall remain in full force and effect, binding in accordance with their term.

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 of 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, be enforced in

accordance with its terms, subject to the provisions herein contained including said Reservations, Restrictions and Covenants.

II

ARCHITECTURAL CONTROL

BASIC RULE

1. No residence or other improvement of any character shall be erected or placed, or the erection thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made thereon after original construction, on any property in the Section until the obtaining of the necessary approval (as hereinafter provided) of the construction plans 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, selection and quality of materials, balance and harmony of exterior design with existing and/or proposed residences and location with respect to topography and finished grade elevation.

PROCEDURES FOR OBTAINING ARCHITECTURAL CONTROL APPROVAL

1. a. Applicant must submit to the Architectural Control Committee by registered or certified mail, return receipt requested, or hand delivered with proper cover letter, two (2) sets of working drawings showing size, foundation plan, floor plan, elevations, specifications, plot plan, septic or sewer tap permit, and proof that local water department agrees to provide water.

(1) Elevations must show all sides and types and color of all materials.

(2) Specifications shall be complete construction specifications.

(3) Plot plan must show building lines showing all setbacks, fencing, landscaping and location of the septic tank and leach bed, or location of engineered septic system, if central sewer system is not available at site.

b. The Architectural Control Committee will review and make a written response as to ACC approval, or with recommendations to meet deed restrictions requirements, and return one (1) set of drawings to applicant within eighteen (18) days of receipt.

c. Applicant will make any changes that are required and resubmit two (2) final sets of working drawings and specifications to the ACC.

d. The Architectural Control Committee will then review the plans and specifications and will either approve or reject. One (1) set of these plans and specifications will be returned to the applicant.

e. If and when approved, said documents will become documents by which residence or other improvements will be built. Upon receiving approval of these documents, the builder must commence construction within thirty (30) days of final approval, or approval will become void. Any changes desired by the applicant, after approval as set out above, will require resubmission of the documents for approval. The revised documents, if approved, will then be the documents by which the residence or improvements will be built. The builder must then commence within thirty (30) days after final approval of the revised documents. Construction will be completed within six (6) months following final approval.

f. The Architectural Control Committee exercises the right to inspect the premises at any time prior to, and during construction in order to ensure that all restrictions are being complied with, and that the residence is being built in conformance with the approved documents.

ARCHITECTURAL CONTROL AUTHORITY

2. The final authority to grant or withhold architectural control approval referred to above is invested in the Architectural Control Committee.

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 Committee exercising the prerogative of approval or disapproval fails to approve or disapprove in writing all plans, specifications, and plats submitted to it within thirty (30) days following such submission, such plans, specifications and plats shall be deemed approved and construction of such residence or improvement may be commenced and proceeded with in compliance with all such plans, 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 that the terms and provisions hereof shall be complied with if the residence and/or improvements are erected in accordance with said documents, and such approval shall not constitute any nature of

waiver or estoppel either as to the persons expressing such approval or any other person that such residence and/or improvements are not constructed in accordance with such. Further, no person exercising any prerogative of approval or disapproval shall incur any reason of the good faith exercise thereof.

III

DESIGNATION OF TYPE OF LOTS

- ✓ 1. All lots in the Section that back up to platted, reserved or restricted tracts (e.g. "Old Baldy" A.K.A. "Prayer Mountain", Block Fifteen (15)) within the Section will be known as a greenbelt lot. As is "Old Baldy" described herein, a single greenbelt lot.
- ✓ 2. All lots in the Section that are not greenbelt lots, creek lots or perimeter lots will be known as a view lot.
- ✓ 3. All lots in the Section that back up to a creek, or have a creek coursing through it, seasonal or everflowing, will be known as a creek lot.
- ✓ 4. All lots in the Section that back up to Ranch Road 2325, Cypress Creek Lane and Commercial/Industrial areas will be known as a perimeter lot.

IV

GENERAL INSTRUCTIONS

- ✓ 1. For the purposes of this instrument, the word "building site" or "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 the plat), and any unrestricted or reserve areas shown on the plat.
2. None of the lots or the improvements thereon in Section III Eagle Rock Ranchitos shall be constructed for anything other than owner occupied single-family, private residential purposes. For each type of lot described in Section III Eagle Rock Ranchitos above, the living area of the main residential structure will be heated/air conditioned space measured to the outside walls (exclusive of porches, whether open or screened, garages, carports, terraces, driveways and attached/detached servants' quarters, guest quarters and "Mother-in-Law" quarters) shall not be less than 1500 square feet for one-story dwellings. Two-story dwellings shall have a minimum of 1700 square feet, with

no less than 1300 square feet on the ground floor. No dwelling shall exceed two stories. Log homes, A-frame type structures are permitted on a case basis if approved by the Architectural Control Committee. Any form of prefabricated or manufactured housing are prohibited.

Furthermore, no slab or foundation will be approved that requires more than a three (3) foot excavation below natural grade to top of finished slab or foundation. Grade beams and footings are permitted to required depth. No earth retaining walls exceeding one and one-half (1.5) feet above natural grade, or exceeding an overall height of four and one-half (4.5) feet will be permitted for such excavation.

general
slab

Each dwelling construction shall include not less than a two (2) car garage or two (2) car carport whether attached or detached, or more than a three (3) car garage or three (3) car carport, whether attached or detached. Attached and detached garages and carports will be in consonance with residence architecture and be of similar construction with such single family residences, as will servants' quarters and/or quest quarters, "Mother-in-Law" quarters, if any. Garages will be fully enclosed with operable doors. Carports with exposed steel pipe columns and flat roofs and lean-to structures will not be approved. Driveways will be surfaced with concrete, brick, stone, asphalt, or other bituminous paving if the incline or decline slope exceeds 10%. Driveways with loose granulated surfaces shall be constructed of no less than ½ inch diameter crushed or natural formed material and be maintained in good condition.

No accessory building of any construction will be permitted on greenbelt lots. Such accessory buildings may be erected on lots otherwise designated in Section III, above, providing such structures are of permanent construction, are in consonance with the residence architecture and are inconspicuously located. An accessory building is defined as one incidental and secondary to the main building, such as bathhouse, greenhouse, workshop, tool shed or the like. No portable buildings or temporary structures will be permitted.

A minimum of twenty-five (25) percent of the exterior surface of the front elevation of each dwelling shall be rock, brick or stone. Metal roofing residential in character with earth tone finishes are permitted. Mill finish or shiny reflective metal roofing material will not be permitted. Terra cotta tile and concrete tile roofs in earth tone finishes are permitted. Composition roofs of not less than two hundred thirty-five (235) pounds per square shingle weight or equivalent in wood tone or earth tone finishes are permitted. Wooden shingle roofs will not be permitted due to fire hazard.

3. No building shall be located on any lot nearer than twenty-five (25) feet to the front street property line or nearer to the side street property line than ten (10) feet. Subject to the provisions

of paragraph 4, below, no building shall be located nearer than five (5) feet to an interior side lot line (see Special Restrictions for greenbelt lots below). For the purposes of this Covenant, eaves, steps and unroofed terraces shall not be considered as part of the 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 purposes of side street set-backs. Variations from these requirements as to building location may be granted by the Architectural Control Committee if the above requirements are not feasible, considering the dimensions and/or terrain of the lot.

4. Any owner of two 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 lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidating into a composite building site) must be of not less than ten thousand (10,000) square feet in area and this shall supersede any contrary restriction on the Section plat. Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Architectural Control Committee. Upon any such required approval having been obtained, such combination of lots shall thereupon be regarded as a "building site" for all purposes hereunder. For purposes of voting, an owner is entitled to one vote. A building site is defined as two or more adjoining lots upon which a dwelling is built or a single lot upon which a dwelling is built or which can accommodate a future dwelling.

5. All lots in the Section shall be constructed on only for owner occupied single-family residential purposes. No noxious, illegal 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 Section shall be used for any commercial, business or professional purpose nor for church purposes or other nonprofit activity.

6. No structure of temporary character, trailer, recreation vehicle, basement, tent, shack, garage, barn or other outbuilding shall be lived in on any lot at any time or used as a residence.

7. 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 constitute a danger or potential or actual disruption of other lot owners, their families or guests. All dogs must be maintained within a fenced area or on a leash.

8. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V, below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, parallel to the side street. No rear wall, fence or hedge and no side wall, fence or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high.

~~8~~ No earth retaining walls utilized for landscaping exceeding one and one-half (1.5) feet above finish grade of disturbed earth (fill) or exceeding an overall height of six (6) feet will be permitted above natural grade as provided herein.

~~8~~ Landscaped earthen berms, barriers, masonry walls or other architectural treatments are permitted to a maximum height of eight (8) feet above finished road surface (RR 2325) on back property lines on perimeter lots backing onto Ranch Road 2325 to control noise, vehicle intrusion and privacy.

~~8~~ Similar barrier solutions for perimeter lots backing onto Commercial/Industrial tracts, a maximum height of eight (8) feet above natural grade is permitted. Perimeter lots backing onto Cypress Creek Lane, a maximum height limit of six (6) feet above natural grade is permitted. Uniformity and compatibility in design and construction of architectural barriers for such adjoining lots is desirable and must be approved by the Architectural Control Committee.

9. No exterior radio, television, communication towers and/or antennae shall be installed, erected or constructed on such lot without the express approval of the Architectural Control Committee as outlined in *II, Architectural Control, Basic Rule and Procedures for Approval*, above.

~~8~~
general

10. The drying of clothes in public view is prohibited, and the owners or occupants or any lots at the intersection or streets or adjacent to parks, playgrounds, unplatted tracts, 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.

11. All lots shall be kept clean at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all building sites on which a residence exists shall keep all grass and other landscape plantings thereon appropriately trimmed and cut. In no event shall any lot or building site be used for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon is herein permitted, nor will the accumulation garbage, trash

or rubbish of any kind thereon be allowed. Any equipment used 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 lot owner. All debris, rubbish and earthen spoil shall be removed from the lot within thirty (30) days after project completion date. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front of the building, or in the case of a corner lot, the said building line facing the street. These vehicles shall not be parked in such a manner that they are offensive to the public. Disabled vehicles must be stored in a fully enclosed garage.

general

No overnight parking of motor vehicles or towed vehicles with commercial license plates shall be permitted on road or street right-of-ways. Residential moving vans operating under unusual circumstances may be permitted overnight parking with WPOA and/or ACC approval.

In the event of default on the part of the owner or occupant of any building site or lot in serving the above requirements or 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 building site, and cause to be cut such weeds, grass or other landscaping plantings, 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; the payment of such charge shall be secured by a lien on the property upon which the violation occurred.

*notice
minimal
residency*

12. No sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign, not exceeding two (2) feet by three (3) feet erected upon a post in the ground, and applicable to such lot alone, may be erected or maintained. Signs meeting the above criteria may only be erected on those lots on which a dwelling exists. No signs will be erected on vacant lots. The Architectural Control Committee shall have the right to remove and dispose of any such 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.

13. The digging of earth or the removal of any earth from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction of such lot. Any alteration

general

to natural drainage of such lot caused by construction landscaping or location of completed structures must be corrected as to not divert runoff onto adjoining lots or roadways causing adverse effects.

Removal of earth or tree cover shall not commence without the express approval of the Architectural Control Committee as outlined in *II, Architectural Control, Basic Rules and Procedures* above.

14. No lot or building site 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. Use of fireworks is not permitted due to fire hazard.

15. No outside toilets will be permitted, and no installation of any kind of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being run directly to the ground surface or 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. A "port-a-can" toilet shall be maintained on such lot during construction until permanent toilet facilities are completed.

16. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted on any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted on any building site or lot. No derrick or other structure designed for use in boring for oil, natural gas, or water shall be erected, maintained or permitted on any building site or lot. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

17. 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.

18. Where underground utility services shall be available for said lots, no other surface utility wires shall be installed outside of any structure. Underground utility service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground lines and extending two and one-half (2.5) feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground 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.

SPECIAL RESTRICTIONS

1. In addition to the general restrictions set forth in IV, above, the following restrictions shall

apply:

a. No wall, fence, planter, hedge or other improvements or objects shall be constructed or permitted nearer than fifty (50) feet to an exterior lot line bordering on platted tract ("Old Baldy" A.K.A. "Prayer Mountain", Block Fifteen (15)). The zone or area created by such a set-back shall be considered as a perpetual greenbelt under private ownership. The owner of greenbelt lots shall not be held responsible or liable for any damages to any person, firm or corporation using said zone or trespassing thereon created by the fifty (50) foot set-back. Each owner of a greenbelt lot shall be allowed to use said fifty (50) foot zone for a residential type septic system. The area used for said septic system must be replaced to its original surface condition after the installation of said septic system.

b. No building shall be located on any greenbelt lot nearer than fifty (50) feet from the rear property line bordering the platted tract ("Old Baldy" A.K.A. "Prayer Mountain", Block Fifteen (15)). No accessory building of any construction will be permitted on greenbelt lots.

VI

MAINTENANCE FUND

Each lot in the Section is subject to an annual maintenance charge, currently at the rate of one hundred and twenty dollars (\$120), for the purpose of creating and sustaining a Maintenance Fund, to be paid by the owner of each lot in the Section, except that those lots comprising a building site of two (2) or more lots on which a dwelling exists, accepted by the Woodcreek Property Owners Association as the occupant's homestead, will be assessed subject maintenance fee as a single lot. Maintenance fees are collected and dispersed by the Association. Such annual maintenance fund charge is due and payable on or before March 31 of each calendar year. All past due maintenance fees shall bear interest if not paid in full within ninety (90) days of due date. Such maintenance fund shall be and remain in effect so long as the restrictions herein above set out shall remain in effect and the continuation and extension of such restrictions in the manner provided therefor shall automatically extend this maintenance charge.

In the event, economic conditions warrant or an unforeseen emergency arises an increase in annual maintenance fees may be required to maintain the value and physical integrity of Section III; a majority vote of the Property Owners in this Section must approve any such increase in maintenance charges, and may hold a special approval vote at any time. Any grantee, by accepting a conveyance of any property in said Section, 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.

VII

✓ GRANDFATHER PROVISIONS

Any existing conditions, complaints, and/or notices concerning deed restriction violations prior to the adoption of these Amended Covenants and Restrictions are not grandfathered from the application of these Amended Covenants and Restrictions, and shall be brought into compliance therewith.

Improvements of any lots existing at the time of adoption of these Covenants and Restrictions are grandfathered from the application of these Covenants and Restrictions. Provided, however, that in the event of any alterations, additions to or remodeling of any existing improvements after date of adoption hereof, the provisions of these Covenants and Restrictions shall be applicable thereto.

VIII

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 any Developer/Builder and their Respective Heirs, Executors, Administrators, Successors, and Assigns.

IX
DECLARATION

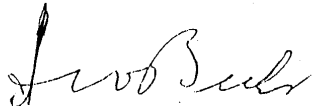
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PROPERTY OWNERS' COMMITTEE, SECTION III - EAGLE ROCK RANCHITOS
WIMBERLEY, TEXAS


We the undersigned members of the Property Owners' Committee under the Policy and Guidelines of Woodcreek Property Owners Association have balloted the property owners in this section and verify receivership of a majority vote approving and adopting the Amended Covenants and Restrictions as set forth herein.

Furthermore, the covenants and restrictions, liens, maintenance fees or charges set forth or adopted in this Declaration of Covenants & Restrictions or adopted by reference herein shall run with the land and shall be biding upon and inure to the benefit of all Owners, their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date these Amended Covenants and Restrictions are filed with the County Clerk of Hays County, Texas, after which ten year period, these covenants and restrictions shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date, an instrument signed and acknowledged by more than fifty percent (50%) of the owners of lots in this subdivision or an affidavit thereto be filed for record with the County Clerk of Hays County, Texas, altering, rescinding or modifying these covenants and restrictions in whole or in part as said renewal date.

Property Owners' Committee



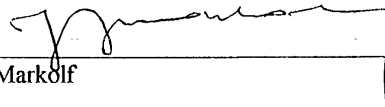
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Clint Frankmann



Lee Hull



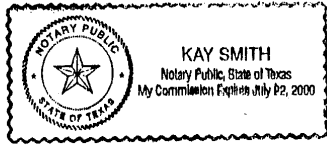
J. B. Markolf



Bonnie J. Buenger

ACKNOWLEDGED BEFORE ME THIS 26 day of June, 1998, by

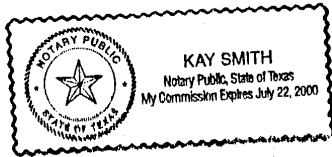
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Kay Smith
NOTARY PUBLIC STATE OF TEXAS

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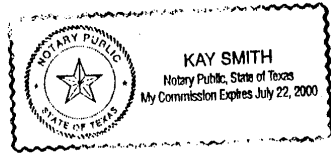
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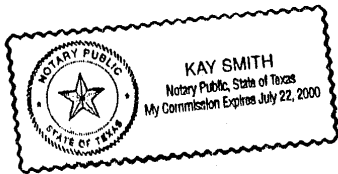
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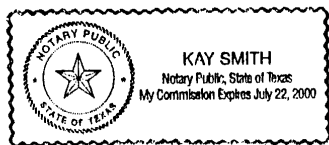
Lee Hull



Kay Smith
NOTARY PUBLIC STATE OF TEXAS

ACKNOWLEDGED BEFORE ME THIS 26 day of June, 1998, by

L. B. Markolf



Kay Smith
NOTARY PUBLIC STATE OF TEXAS