

THE STATE OF TEXAS |  
COUNTY OF HAYS |

KNOW ALL MEN BY THESE PRESENTS

That WOODCREEK, LTD., a Texas Limited Partnership with Southern Living and Leisure, Inc., a Texas Corporation having its principal place of business in Wimberley, Hays County, Texas, acting as General Partner, Agent and Attorney in Fact, being the sole General Partner in "Woodcreek, Ltd." (hereinafter called the "Developer") being the owner of that certain tract of land described and platted into that certain subdivision known as "Woodcreek, Section One", plat of said subdivision recorded in the Office of the County Clerk of Hays County, Texas, on August 30, 1971, after having been approved as provided by law and being recorded in Volume 1, Page 135+136 of the Map Records of Hays County, Texas, and the Developer desiring to create and carry out a uniform plan and scheme for the improvement, development, and sale of property in said Woodcreek, Section One (herein referred to as the "Subdivision") does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision:

SUBDIVISION RESTRICTIONS

1. Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes. After the construction of such residence, it is understood that there may also be constructed a garage, servant's quarters and/or guest's quarters, so long as the same are approved by the Architectural Control Committee and used in conjunction with such single-family, private residence.
2. Lot Area. No lot shall be re-subdivided without the specific approval of the Architectural Control Committee.
3. Architectural Control Committee. An Architectural Control Committee shall be appointed, from time to time, by Developer, with the advice of residents in the Subdivision. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure for all owners, harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

4. Structures

- (a) No dwelling shall be erected or permitted to remain on any lot, having a floor area of less than 1,000 square feet of heated area (when measured to exterior walls), exclusive of attached garages or other similar appendages.
- (b) No improvements shall be placed or altered on any lot until the building plans, specifications and plot plan showing the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.
- (c) No structure shall be used until the exterior thereof, as approved pursuant to sub-paragraph (b) above, and sanitary sewerage disposal facilities (complying with 15 below) are completely finished.
- (d) No dwelling shall be located on any lot nearer than twenty-five (25) feet from any exterior lot line (i.e., any street), nor nearer than five (5) feet to any interior lot line, except that:
  - (i) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall, for this purpose, be considered as one lot.
  - (ii) The set-back lines may be relaxed by decision of the Architectural Control Committee, if the above-prescribed distances are not feasible, considering the terrain of the lot.

- (e) No trailer, tent, shack, garage, barn, house trailer, vehicle or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures.
- (f) With reasonable diligence, and in all events within six (6) months from the commencement of construction, unless completion is prevented by war, strikes, or act of God, any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed.
- (g) No fence, wall, hedge, shrubbery, trees or radio aerial shall be built, erected, planted, placed or grown nearer to any street than the building set-back line therefrom. No television antenna or aerial shall be erected or placed on any lot or upon any structure located thereon without the prior written consent of the Architectural Control Committee.
- (h) All driveways shall be surfaced with concrete, brick, stone or asphalt.

5. Signs. No "For Sale" or "For Rent" signs may be displayed without the prior written approval of Developer; and no other type of sign or advertising may be displayed on any lot.

6. Nuisances. No noxious or offensive activity shall be carried on, permitted or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood, public or private.

7. Firearms. The use or discharge of firearms is expressly prohibited within the Subdivision.

8. Garbage and Trash Disposal. No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and slighty condition. During the construction of improvements no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the lot owner, to a location designated by the Developer.

9. Storage of Materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then, such material shall be placed within the property lines of the lot on which the improvements are to be erected.

10. Animals. No horses, cows, poultry, or livestock or animals of any kind may be kept, raised or bred on any lot, except that cats, dogs or other common household pets may be kept, provided that they are not kept, bred or raised for any commercial or business purpose.

11. Drainage Structures. 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.

12. Unightly Storage. If open carports are used, no unightly storage shall be permitted therein that is visible from the street. No boats, trucks or unightly vehicles shall be stored or kept for the purpose of repair or sale on any lots or drives, except in enclosed garages or storage facilities protected from the view of the public or other residents of the Subdivision.

13. Off-Street Parking. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-street parking for his vehicle or vehicles.

14. Grass and Weeds. The owner of each lot shall keep grass, weeds and vegetation, except as part of a landscaping plan approved by the Architectural Control Committee, trimmed or cut so that the same shall remain in a neat and attractive condition; upon any failure of the owner so to do within thirty (30) days after notice to said owner of such condition, then Developer or its agents may enter upon said lot to remove the same at the expense of the owner, provided that the charge to the owner shall not exceed the reasonable and necessary actual expense of so doing.

15. Sewerage. No outside toilets will be permitted. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewerage disposal, meeting the requirements of and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks or other sewerage disposal facilities into any road, ditch or surface easement, either directly or indirectly, is prohibited.

16. Easements. Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing, repairing and maintaining or conveying to proper parties so that they may install, repair and maintain electric power, water, sewerage, gas, telephone, and similar utilities facilities and services for all the lots and properties in the Subdivision as follows: All easements shown on the recorded plat of the Subdivision are adopted as part of these restrictions; and in instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair and replacement purposes, without the lot-owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. There is also reserved and dedicated hereby for the use of the Developer and any public or private utility company an unobstructed aerial and ground easement five feet wide from all interior lot lines and ten feet wide from all lot lines bordering a street from and located adjacent to and above all property lines except those property easement lines that are located running through a lot as defined in paragraph 4(d)(1), above, or as may be shown on the map or plat of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by Developer in the vicinity thereof, and shall also inure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies.

17. Oil, Gas and Mineral Development. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect.

18. Covenants Running with the Land. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.

19. Partial Invalidity. Invalidation of any covenant or restriction, by Court judgment or otherwise, shall not affect, in any way, the validity of all other covenants or restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

20. Maintenance Fund. All lots in said Woodcreek, Section One, are subject to a monthly maintenance charge of Five Dollars (\$5.00) 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 said addition, payable monthly on the first day of the month, beginning on the first day of the month following the date of the purchase of the 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 Woodcreek, Ltd., which charge may be adjusted from month to month by said Woodcreek, Ltd., or its successors or assigns, as the needs of the property may in its judgment require but in no event shall such charge be more than Five Dollars (\$5.00) per month per lot.

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 Woodcreek, Ltd., to keep the property neat or in good order, or which, in the opinion of Woodcreek, Ltd., 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.

21. Duration of Restrictions.

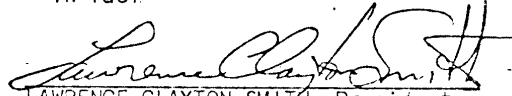
- (a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until September 17, 2006 A.D.
- (b) At the end of the term provided in 21(a) above, and at the end of each ten (10) year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the lots in the Subdivision and shall have been recorded in the Plat Records of Hays County, Texas, agreeing to change said restrictions and covenants, in whole or in part. In the instance of community property, signature of the husband alone shall suffice.

22. Amendment to Restrictions. The restrictions and covenants herein contained and adopted may be repealed or altered, and additional restrictions and covenants may be adopted at any time by the concurrence of Developer, its successors and assigns, and the owners of a majority of the lots in the Subdivision, but any such amendment shall not be operative unless and until executed by said persons and recorded in the Plat Records of Hays County, Texas.

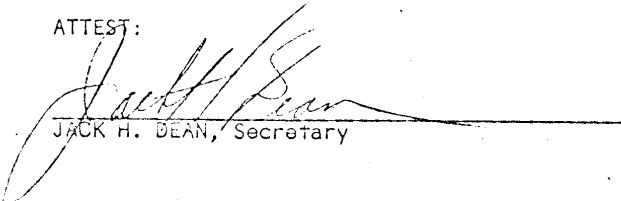
EXECUTED this 20<sup>TH</sup> day of September 1971 A.D.

WOODCREEK, LTD.  
A Limited Partnership

By SOUTHERN LIVING & LEISURE, INC.  
General Partner, Agent and Attorney  
in fact

  
LAWRENCE CLAYTON SMITH, President

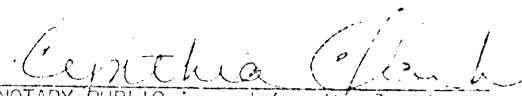
ATTEST:

  
JACK H. DEAN, Secretary

THE STATE OF TEXAS    |  
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COUNTY OF HAYS        |

BEFORE ME, the undersigned authority, on this day, personally appeared LAWRENCE CLAYTON SMITH, President, Southern Living & Leisure, Inc., known to me to be the person and officer 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 expressed, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20<sup>th</sup> day of Sept. A.D. 1971.

  
NOTARY PUBLIC in and for the County  
of Hays