

AMENDED COVENANTS AND RESTRICTIONS

#8

O
P
R

0
1
6
2
2

0
0
5
5
1

STATE OF TEXAS

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

That property owners in that tract of land described and platted into that certain subdivision known as Section 8, Woodcreek, plat of said subdivision recorded in the office of the County Clerk of Hays County, Texas on the 24th of July 1972 after having been approved as provided by law, and being recorded in Volume I, Page 185, Section Eight (8) of the Map 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 two-thirds of the property owners in Section 8, Woodcreek and the recording thereof of such adoption.

I

GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereinafter executed with respect to any property in Section Eight (8), Woodcreek, 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 of such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

RESERVATIONS

2.a. No interest in the oil, gas, or other minerals 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; except, however, that no

OPR
01622
00000

built or which can accommodate a future dwelling.

ENFORCEMENT

4. 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 entitled to enforce the provisions hereof may recover such damages as such has sustained by reason of the violation of such provisions. It shall be lawful for any person or persons owning property in the section to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions.

PARTIAL INVALIDITY

5. 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

6. 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

O
P
R

0
1
6
2
2

0
0
5
5
4

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

O
P
P
R

O
I
C
O
N
O
M
I
C
S

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 during construction in order to ensure that all restrictions are being complied with, and that the residence is being built in conformance to the approved documents.

ARCHITECTURAL CONTROL AUTHORITY

2. The final authority to grant or withhold architectural control approval referred to above is vested 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 any 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 in the event that such residence and/or improvements are not constructed in accordance with such documents. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

III

DESIGNATION OF TYPE OF LOTS

- 1. All lots in the Section with Lot #1 through #22 as shown on the recorded plat are designated as "Golf Course Lots."
- 2. All lots in the Section with Lot #23 through #234 as shown on the recorded plat are designated as "Greenbelt Lots."
- 3. All lots in the Section with Lot #235 through #255 as shown on the recorded plat are designated as "Creekbelt Lots."

4. The "General Restriction" set forth in IV below shall be applicable to all of lots in the Section hereinabove enumerated and designated

IV

GENERAL RESTRICTIONS

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), the golf course area, any unrestricted or reserve areas shown on the plat.

2. None of the lots or the improvements thereon in the Section shall be used for anything other than single-family, private residential purposes. For each type of lot described in Section III, above, the living area of the main residential structure (exclusive of porches, whether open or screened, garage, terraces, driveways and servants' quarters) shall not be less than 1400 square feet for one-story dwellings. Two-story dwellings shall have a minimum of 1500 square feet, with no less than 1000 square feet on the ground floor. No dwelling shall exceed two stories. A-frame structures and any form of prefabricated or manufactured housing are prohibited.

Each dwelling construction shall include a garage, whether attached or detached. Garages will be fully enclosed with operable doors. Carports are permitted but shall not be used for storage. Driveways will be surfaced with concrete, asphalt, caliche or gravel. No tool sheds or utility buildings of any construction will be permitted on golf course lots. A single tool shed or utility building 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. No portable buildings or temporary structures will be permitted.

ACC approved exterior surface materials shall be all non-combustibles, natural wood (not to include composite products) or vinyl siding. Mill finish, anodized or other shiny metal roofing material will not be permitted. Wooden shingles will not be permitted.

3. No building shall be located on any lot nearer than twenty-five (25) feet to the front 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 seven and one-half (7½) feet to an interior side lot line. For the purposes of this Covenant, eaves, steps and unroofed terraces shall not be considered as part of the

01000000

O
P
R

0
1
6
2
2

0
0
5
5
7

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.

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 consolidated 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 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 for each building site owned. 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 used only for single-family residential purposes. No noxious 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.

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. All dogs must be maintained within a fenced yard or on a leash.

8. Where a wall, fence, planter or hedge is allowed under Special Restrictions set

0
P
R
0
1
0
2
2
0
0
0
0
0
0
0
0

forth in V, below, the following (as to any permitted wall, fence, planter or hedge) shall apply: Any wall, fence, planter or hedge in excess of two (2) feet high erected or maintained parallel to the side street shall not extend beyond the front building set back line. 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.

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

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

10. All lots shall be kept 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 as herein permitted, nor will the accumulation of 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.

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.

Boats, trailers, disabled vehicles or vehicles on blocks are not to be stored on any lot where visible to the public for a period longer than 30 days.

Vehicles with commercial licenses shall not be parked on any street overnight.

O
P
R

0
1
6
2
2

0
0
5
5
9

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 may be secured by a lien on the property upon which the violation occurred.

11. 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 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.

12. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

13. 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.

14. 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.

15. No oil drilling, oil development operations, oil refining or mining operations

O
P
R

0
1
6
2
2

0
0
5
6
0

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 or natural gas, 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.

16. 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.

17. 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 (2½) 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.

V

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 twenty-five (25) feet to an exterior lot line bordering the golf course. The zone or area created by such a set-back shall be considered as a perpetual easement for the use of the Woodcreek golf course. The owner of golf course lots shall not be held responsible or liable for any damages to any person, firm or corporation using said zone or easement created by the twenty-five (25) foot set-back. Ingress and egress for the installation, inspection, repair, replacing, removing and general recreation use of the Woodcreek golf course covering said twenty-five (25) foot zone or easement shall be allowed to any party (whether singular or plural) designated by the golf course owner. Each owner of a golf course lot shall be allowed to use said twenty-five (25) foot easement 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.

O
P
R

0
1
6
2
2

0
0
5
6
1

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 such maintenance fee as a single lot.

Maintenance fees are collected and dispersed by the Association.

Such maintenance fund shall be and remain in effect so long as the restrictions hereinabove 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.

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 may be retained against the property so conveyed.

VII
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 the Developer and their respective heirs, executors, administrators, successors, and assigns.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jan 14, 2008 at 10:50A
Document Number: 00000356
Amount: 33.00
Lae Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County