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**Declaration of Restrictions, Reservations, and Covenants
Woodcreek Village, Section 1**

This Declaration of Restrictions, Reservations, and Covenants shall apply to all lots and common areas of land described and platted into that certain subdivision known as Woodcreek Village, Section 1, as recorded and described in the map or plat record filed at Volume 1, pages 197-198 map or plat records, in the office of the County Clerk of Hays County Texas, and any amendment thereof.

This Declaration of Restrictions, Reservations, and Covenants shall become effective immediately upon the execution and filing of record of this instrument, and all previously recorded Restrictions, Reservations, Covenants, and any amendments thereof shall be of no further force, effect, or consequence, whether named herein or not.

ARTICLE 1 - PURPOSE

1.01 Purpose. The general purpose of this Declaration of Restrictions, Reservations, and Covenants, or the "Restrictions," shall be: to protect the rights of lot owners from the improper use of surrounding lots, common areas, and easements; to preserve the natural beauty of the area; to set forth the authority of the documents which govern the business and affairs of the subdivision; and to maintain and enhance the value of the investment made by the lot owners.

ARTICLE 2 - ASSOCIATIONS

2.01. Village Property Owners Association, Inc. Woodcreek Village, Section 1, shall be represented, governed, managed, and directed by a Texas non-profit Corporation, and such corporation shall be the Village Property Owners Association, Inc. The Articles of Incorporation for the Association shall be incorporated herein by reference. Hereafter, any reference to the "subdivision," shall mean and refer to Woodcreek Village, Section 1, and any reference to the "Association" or "VPOA" shall mean and refer to the Village Property Owners Association, Inc.

2.02. Woodcreek Property Owners Association, Inc. of Hays County. The Woodcreek Property Owners Association, Inc. of Hays County shall have the authority to require an annual maintenance fee of each lot owner. Services provided are not mandated and shall be at the discretion of the Woodcreek Property Owners Association, Inc. of Hays County.

ARTICLE 3 - VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

3.01. Bylaws. Any reference to the Bylaws shall mean and refer to the Bylaws of the Village Property Owners Association, Inc., and such Bylaws shall be incorporated herein by reference. Lot owners shall be subject to the Bylaws, and the requirements, restrictions, terms, and conditions deemed relevant to the representation, operation, and management of the Association as set forth in the Bylaws.

3.02. Amendment of the Bylaws. Any amendment, revision, or restatement of the Bylaws shall be incorporated herein by reference.

3.03. VPOA Board of Directors. The Association Board of Directors, or the "Board," shall have the authority to represent, manage, and direct the business and interests of the subdivision to the extent authorized by law.

3.04. Members and Membership. Each lot owner in the Woodcreek Village, Section 1, shall be a member of the VPOA. Each lot owner in the subdivision, by accepting a deed or contract for deed to any lot in the subdivision is deemed to covenant and agree to all Association conditions, obligations and responsibilities. Membership in the Association is not transferable or assignable, except in the course of a transfer of ownership of the lot to which the membership is attributable.

3.05. Accountability. In regards to the Association, lot owners shall be entitled to the keeping of complete books and records of account as required by Federal law, Texas Property Code, and the Texas laws governing non-profit corporations.

3.06. Rules and Regulations. Lot owners shall be subject to reasonable Association Rules and Regulations. The Rules and Regulations, and all changes thereof, shall be incorporated herein by reference. Lot owners may be subject to sanctions for violations of the Rules and Regulations and such sanctions may include reasonable monetary fines.

3.07. Different Subdivisions. It shall be recognized, that at the recording of this instrument, the lot owners in different subdivisions represented by the Association do not have the same Restrictions, Reservations, and Covenants. Therefore, the lot owners in different subdivisions may not be subject to the same obligations and responsibilities to the Association as the lot owners in Woodcreek Village, Section 1.

ARTICLE 4 – FINANCIAL ADMINISTRATION

4.01. Annual Maintenance Dues. Each lot owner in the subdivision shall pay annual maintenance dues to fund the obligations of the Association. The use of maintenance dues may include, but is not mandated to include, the maintenance of common area grounds and trees, repairs and improvements of streets, sidewalks, walking paths, and parking areas, expenses associated with office needs, meetings, insurance, taxes, legal and professional services, and other expenses as are deemed to be of benefit to the lot owners and subject to reasonable need and financial availability. Lot owner maintenance dues shall be adjusted annually to protect the Association budget from failure, insofar as is practical. The adjustment shall be an increase of three percent (3%) annually, rounded to the nearest dollar amount.

4.02. Special Assessments. Each lot owner in the subdivision may be assessed a special assessment, by the Association, on each lot in the subdivision, as deemed necessary and appropriate.

4.03. Liens and Collection. Each lot owner in the subdivision, by purchase of a lot and acceptance of deed, hereby expressly vests the Association, its Board and assigns, the right and power to bring any action allowable by law for the collection of delinquent maintenance fees and special assessments. Furthermore, each owner, by purchase of a lot and acceptance of deed, hereby expressly vests the Association, its Board and assigns, the right and power to bring any action allowable by law for the collection all late fees, interest, fines, filing fees, legal costs, judgments, settlement agreements, costs associated with the curing of unsightly or unkempt conditions on a lot, and any costs related to the collection thereof. The Association may also file a lien upon each lot, and such lien shall favor the

VPOA and be superior to all other liens. Such lien may be enforced by a property foreclosure, which is brought in the name of the Association and grants the Association the power of sale in connection with the lien.

4.04. Board Failure. Board failure to fix the amounts or deliver notice of individual financial obligations to any lot owner will not be deemed a waiver, modification, or a release of any lot owner from the obligation for the payment of all financial obligations. In such event, each lot owner shall continue to pay all financial obligations in the same manner and basis as was required during the last year for which the financial obligations were made, until new financial obligations are levied, at which time the VPOA can retroactively assess any shortfalls in collections. No lot owner can exempt him, her, or itself from the liability for the payment of all financial obligations by the abandonment of his, hers, or its lot, or by any other means. The payment of all financial obligations to the Association is a separate and independent covenant on the part of each lot owner. No diminution or abatement of financial obligations or any set-off will be claimed or allowed for any failure of the VPOA or the Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from maintenance, improvements, or other action it takes.

4.05. Budget Reserve. Subdivision lot owners, with the approval of the Association Membership, shall have the right to use a percentage of their Association maintenance dues to establish and maintain a budget reserve. The budget reserve shall fund large capital expenditures involving improvements or repairs within the subdivision. The amount to be reserved annually, and each year thereafter, shall be ten percent (10%) of the annual maintenance dues paid by the subdivision lot owners. The amount shall be based on a hundred percent (100%) of the dues owed by the subdivision lot owners, whether collected or not. In any given year and for that year only, the lot owners, with the approval of the Association Membership, may elect to increase the annual funding amount of the budget reserve, but shall never decrease the amount below the annual ten percent (10%). Budget reserve amounts shall be retained in a separate insured and interest bearing account. Budget reserves shall not be dedicated in the first year of budget reserve funding. Funds may be dedicated, in part or entirety to one (1) or more dedicated reserves, starting in the second year of budget reserve funding. Terms of each dedication shall be recorded in a separate record, and retained for the life of the dedication and seven (7) years thereafter. Terms shall include:

- a. Type of improvement or repair to be funded
- b. Total amount to be funded
- c. Sources and amount of funding for the initial dedication year
- d. Number of dedication years until to maturity
- e. Any special conditions or terms attached to each dedicated reserve

A single type of improvement or repair shall be funded per each dedicated reserve amount. Until maturity every dedicated reserve shall be funded for each successive year in the same amount, except in any given year and for that year only, the lot owners, with the approval of the Association Membership, may elect to increase the funding amount of any dedicated reserve, but shall never decrease the amount below the annual ten percent (10%). The initial maturity time for a dedicated reserve shall number two (2) years to ten (10) years. Improvements or repairs requiring a longer fund accumulation period may be rededicated in two (2) year increments, not to exceed ten (10) years in total rededication. Dedicated reserves shall not be transferred to the general Association account until the improvement has been contracted, and at improvement completion any excess funding shall be returned to the budget reserve account

ARTICLE 5 – ARCHITECTURAL CONTROL

5.01. Architectural Review Committee. The VPOA Architectural Review Committee or the “ARC” shall have the authority to control all architectural restrictions and requirements for construction processes, designs, materials, elements, and standards within the subdivision. Such authority shall include all types of exterior construction including, but not limited to, additions, alterations, repairs, changes, and any other exterior improvements and modifications on a lot, and such types of exterior construction may hereafter be referred to as “construction projects.” No construction project shall be erected or placed, or the erection or placing thereof commenced on any lot in the subdivision prior to the obtaining of the necessary approval from the ARC by the lot owner. Approval shall be granted or withheld based on matters of compliance with the ARC Requirements and Restrictions and provisions herein, the quality and type of materials, the harmony and style of external design with existing structures, and the location with respect to topography, drainage, and finished grade elevation.

5.02. ARC Requirements and Restrictions. Lot owners shall be the responsible for requesting, obtaining, and understanding the current Architectural Requirements and Restrictions prior to submitting an ARC Approval Form for approval. The ARC shall have available current Architectural Requirements and Restrictions, and as subdivision situations or conditions change, or there are changes or improvements to general construction methods or materials, the ARC Requirements and Restrictions shall be revised to reflect these changes.

5.04. ARC Approval Process. An ARC Approval Form shall be approved or declined within thirty (30) days of the received date by the ARC, or the form shall be considered approved by default. The reason for declining any Approval Form shall be given to the lot owner in writing. Construction completion times shall be included on all ARC Approval Forms. Any extension of completion time shall be at the discretion of the ARC, and the ARC may exclude an extension on any ARC Approval Form.

5.05. Committee Service. The Bylaws shall determine and establish the number of ARC members, duties, appointments, and other terms and conditions pertaining to lot owners serving on the ARC.

5.06. ARC Variances. When unique circumstances occur, including but not limited to, problems involving existing improvements, topography, drainage, or environmental impact, a lot owner may request a variance. Variances shall not be automatically approved, and any variance shall be subject to the discretion of the ARC, and the approval of the Association Board. The approval or decline of one variance shall have no force, effect, or consequence on the approval or decline of any other variance.

ARTICLE 6 – ARC RESTRICTIONS

6.01. Construction Site. Lot owners are responsible for the conduct of their construction employees. All construction equipment, materials, and debris shall be contained and not obstruct sidewalks, common areas, or other lots more than is reasonable for the type of construction project undertaken. Saw horses, ladders, scaffolding, and large power tools may remain in place during construction. Large power tools must be secured and unconnected to a power source after construction hours. No hand tools or small power tools shall be left in public view or access over night. Dumpsters and small construction trailers may also remain in place, however dumpsters and trailers used for debris must be emptied on a regular basis and shall not be allowed to overflow, or become a health hazard, or a

nuisance to other property residents. The ARC or the Board may require the removal or relocation of any construction dumpster or trailer. All construction equipment, materials, and debris shall be removed within seven (7) days from project completion.

6.02. Proper Drainage and Maintenance Access. Proper drainage and maintenance access to and from any adjoining lots or common areas shall not be blocked, obstructed, or limited. Prior ownership, approvals, or variances shall not excuse the removal, repair, or correction of any drainage or maintenance access problems to and from any adjoining lots or common areas.

6.03. Setbacks. All setbacks for construction projects in the back areas of a lot shall be subject to individual lot conditions and individual setback requirements by the ARC. Standard setbacks for drainage and service personal accessibility to and from a lot shall be thirty (30) inches wide by the length of the lot, and as close to the back lot line as is practical. Standard setbacks for construction projects in all front areas of a lot shall be four (4) feet from the front lot lines, or in the case of a common connecting sidewalk, four (4) feet from the inner edge of the sidewalk. No construction project shall obstruct, limit, or encroach on a common connecting sidewalk, the drainage accessibility, or the service personal accessibility to and from a lot.

6.04. Roofs and Attics. Leaking and damaged roofs shall be considered a building endangerment. Immediate temporary measures shall be taken by the lot owner to protect any adjoining residences affected by the leaking or damage, until such time as permanent repair or replacement of the roof can be done. The ARC may reduce completion time, by a reasonable amount, for the repair or replacement of any leaking or damaged roof that is affecting an adjoining residence. Attic space shall not be converted into living space or used for any type of living activity. The use of attic space shall be limited to light storage, shall not impact adjoining residences, and shall not increase the danger of fire and pests.

6.05. Gutters. Gutters shall not be allowed to become blocked, leak, or detach from the building. Gutter water shall not be allowed to become a drainage problem. In the event of drainage problems, the ARC may require gutter extensions, or the installation of drainage systems by the lot owner. Lot owners shall be given thirty (30) days written notice to correct gutter problems.

6.06. Black Mold. Residences with black molds shall be considered a high health, safety, and liability risk for the lot owner and adjoining owners. Lot owners shall be given a thirty (30) day written notice to identify and correct the cause of a black mold problem.

6.07. Antennas and Satellite Dishes. Dishes shall not exceed 24 inches in diameter. No antenna or satellite dish shall be attached to any building or roof. Satellite dishes and antennas shall be limited to the back areas of a lot. Lot owners, with back areas not suitable for satellite dishes and antennas, may request an ARC variance. Variances for antennas and satellite dishes shall not transfer with a change in lot ownership and shall be subject to withdrawal.

6.08. Appliances. Washers, dryers, and other household appliances requiring exterior venting shall be vented in a proper and accepted method. Small water heater units or purification units may be housed outside. The unit shall be located in the back area of a lot and housed in an ARC approved enclosure. The unit shall not be installed until such time as the enclosure is finished.

ARTICLE 7 – GENERAL RESTRICTIONS

7.01. Quiet Enjoyment. All subdivision residents shall be entitled to quiet enjoyment of the subdivision. No portion of the subdivision shall be used for the storage of any personal property that will cause the appearance of an unclean or untidy condition that is obnoxious to the eye; nor shall any substance, object, or material be kept upon a lot that will omit foul or obnoxious odors, smoke, noise, or other conditions that will disturb the safety, comfort, or serenity of the other subdivision residents. No illegal or offensive activity that disturbs the safety, comfort, or serenity of the other subdivision residents shall be allowed.

7.02. Unsightly and Unkempt Conditions. Lot owners shall maintain all balconies, porches, patios, yards, and other areas of their lots in a healthy, sanitary, orderly, and attractive condition. No clothes lines shall be erected in the subdivision or clothing, towels, blankets, or other such material goods hung outside, in windows, or in public view. Household furniture, appliances, boxes, containers, and other household items shall not be left outside. Boxes and containers associated with moving shall be contained within the property lines of the lot and disposed of in a timely manner. In the event of an expired Restrictions notice of violation or an expired Rules and Regulations notice of violation, the Association shall have the right of entry onto any lot to cure any unsightly and unkempt conditions, without liability for such entry or responsibility for the cost of any removed, repaired, damaged, or disposed of items. A statement for the costs of correcting such conditions shall be sent to the lot owner, and the lot owner shall have thirty (30) days from the statement date to reimburse the Association.

7.03. Lot Areas.

a. Front areas of a Lot. Front areas of a lot shall not be fenced or gated. Front areas, including balconies, shall at all times be free of any items limited to the back areas of the lot, and such other items as may be a liability risk or a danger to other persons. Lot owners, who do not have a suitable back area location for the use of their grills, may request a non-transferable ARC variance. When not in use, grills must be discretely housed in an ARC approved enclosure, and the grill must not be left unattended at any time while in use.

b. Back Areas of a Lot. Grounds maintenance personnel shall not be required to service within the fenced back areas of any lot, and the lot owner shall be responsible for such maintenance. The following items shall be limited to the back areas of a lot: Swimming pools, toys, play sets, tools, swings, sports equipment, exercise equipment, grills, and cook equipment. Cleaning equipment and supplies, chemical containers, pesticides, and other toxic substances shall be limited to the back areas of a lot and shall not be stored or left in public view or access.

7.04. Garbage, Trash, and Household Waste. Garbage, trash, and household waste *in bags* shall not be left or stored outside. Front areas of a lot shall at all times be free of garbage bags and containers. Small lidded trash containers may be stored in the back areas of a lot only. Garbage and household waste shall not be allowed to accumulate or overflow containers, and container lids shall be secure.

7.05. Business Use. No sale, trade, or business shall be conducted in the subdivision or on any lot that involves persons coming into the subdivision, who are not residents of the subdivision, or increases the flow of traffic into the subdivision. No signs or visible advertisements for a sale, trade, or business shall be allowed. No solicitation of other residents shall be allowed or activity that threatens the quiet

enjoyment of the subdivision by other residents.

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7.06 Single Family Use. All lots shall be single family residences and used in their entirety. No single rooms or any portion of a residence shall be used to accommodate separate living arrangements.

7.07. Signs. Signs shall be limited to leasing and sale signs in the front areas of a lot only. Yard signs shall be limited to one (1) sign, not to exceed two by three (2 x 3) feet in size or higher than four (4) feet in total height, including the post. Front window signs shall be limited to one (1) sign, not to exceed two by two (2 x 2) feet in size.

7.08. Burning and Dirt Removal. Lot owners shall not burn on lots or common areas. Dirt removal on a lot shall be limited to light landscaping and planting, or in conjunction with an approved construction or drainage project. Landscape materials, rocks, plants, trees or dirt shall not be added, removed, or disturbed on the common areas without Association approval.

7.09. Service Lines and Septic Discharge. Exposed, exterior, utility service lines of any kind shall not be installed. Sewer clean out drains shall not be used for a separate waste line or left uncapped on any property. No septic or other means of sewer discharge shall be allowed, except by the utility service providing such services to the subdivision.

7.10. Exterior Lights. Exterior lights shall be non-glare, low wattage, and shall not disturb the comfort of others by glare or over illumination of other lots and common areas.

7.11 Fireworks. Fireworks and the use thereof shall not be allowed in the subdivision.

ARTICLE 8 - LOT MAINTENANCE

8.01. Lots and Lot Owners. Lots shall mean and refer to the subdivision lots of Woodcreek Village, Section 1, including the improvements thereon, and exclusive of any properties owned by the VPOA, and lot owners shall mean and refer to the legal owners of record of such lots, whether one or more persons or entities, of a fee simple title to any lot in the subdivision and exclusive of any properties owned by the VPOA.

8.02. Association Responsibility. Lot owners shall not expect any individual lot maintenance done by the Association to supersede, or conflict with, or replace normal Association maintenance of common areas.

8.03. Owner Responsibility. The maintenance responsibility of the lot owners shall be the care and proper maintenance of their individual lots.

8.04. Building Endangerment. Lot owners shall not allow their lots to become a building endangerment. A building endangerment shall mean and refer to any lot that, by neglect or lack of proper maintenance by the lot owner, has deteriorated in condition to the extent of adversely affecting the structure integrity of the buildings, sanitary conditions, safety conditions, attractiveness, or property values of the lot, surrounding lots, or subdivision.

8.05. Transfer of Responsibility. Upon a transfer of the title to any lot in the subdivision, the new owner of record shall assume any outstanding obligations unstated, or unfinished, or abandoned by the past owner of record, involving the curing of any physical conditions pertaining to a building endangerment. Such outstanding conditions must have been set forth in a prior settlement agreement with the Association, or a judgment awarded to the Association, or in an Association Restriction violation notice sent to the past owner within the last twelve (12) months prior to the transfer of ownership. All terms and conditions for the curing of such conditions shall pass to the new owner of record in their entirety and the costs thereof.

ARTICLE 9 – PARKING AND VEHICLES

9.01. Parking. All parking easements, parking areas, streets, and roadways, shall be designated exclusively for vehicular use. Vehicles shall remain on designated vehicular streets, roadways, parking areas, and parking easements at all times. Parking easements and areas shall be for the exclusive use of the lot owners, their family members, guests, tenants, or employees, and such persons and entities with easement rights, agreement rights, or Association use permission. No vehicle shall be parked, driven, or stored on a lot. When deemed appropriate, parking easements and areas may be divided into parking spaces, and the use of any space assigned to individual lots or a group of lots. Assignments may be changed or withdrawn with reasonable notice.

9.02. Inoperable Vehicles. No lot owner shall leave, park, or store an inoperable vehicle anywhere in the subdivision. A vehicle shall be considered inoperable if such vehicle can not operate under its own power, or does not have a current license plate, or does not have a current inspection, or can not be legally driven on Texas public streets or roadways. Lot owners shall remove the inoperable vehicle, or after legal notice, and at any time thereafter, the vehicle may be removed by the Association, without liability for vehicle damages, or the cost of towing and storage. In the event the owner of the vehicle is unknown, a removal notice shall be posted on the vehicle in accordance with Texas law prior to removal. All notices shall be dated, contain all contact information, and have a liability disclaimer. A copy of the notice, with a dated photo or similar record, clearly showing the secured notice shall be filed and retained by the Association for a period of five (5) years.

9.03. Vehicle Maintenance. No vehicle maintenance work shall be allowed, except routine maintenance by a resident and to a resident vehicle. No maintenance work shall exceed two (2) days or be allowed to disrupt, block, or limit the general flow of traffic and resident parking. The resident shall remove and dispose of any debris or waste from vehicle maintenance in a safe and hazard free manner immediately after maintenance work is completed. No resident vehicle shall be an eyesore, disruption, nuisance, or safety problem.

9.04. Commercial Vehicles. Moving and commercial vehicles shall remain in the subdivision only while loading and unloading. If overnight parking is required to complete loading or unloading, the vehicle shall not park anywhere that disrupts, blocks, or limits the general flow of traffic or resident parking.

9.05. Other Vehicles. Recreation vehicles, motor homes, farm vehicles, golf carts, off road vehicles, trailers, or any other vehicle type not commonly found in the subdivision shall not be left, stored, or parked in the subdivision or upon any lot. Residents with motorcycles, motor scooters, or motorized bikes shall request a permanent parking location from the Association, and until such location is

available and assigned, the resident shall not leave, park, or store the vehicle in the subdivision. Certain trailer exceptions are found in 6.01.

9.06. Vehicle Vagrancy. No person shall sleep overnight in a vehicle or use a vehicle in any manner that would suggest the vehicle is being used as a substitute for housing, or for dangerous activity, or for illegal activity.

9.07. Boats and Bicycles. Boats shall not be left, parked, or stored in the subdivision or upon any lot except by Association assignment. Boats, in sizes and types determined by the Association, may be assigned a designated storage location based on availability. All boat location assignments shall be subject to permanent elimination, removal or relocation by the Association. Bicycles shall be considered sports equipment, and when not in use shall be limited to the back areas of a lot. Bicycles may be ridden on streets, roadways, parking areas, outer paths along the creek, and on the less heavily used pedestrian paths. Bicycles must always yield the right of way to pedestrians.

ARTICLE 10 – PETS

10.01. Pets. Pets shall be restricted to domestic dogs, cats, and other small common household animals, birds, and fish. No snakes or poisonous reptiles shall be allowed. No dog trained or used as a fighting dog, or any type of hybrid dog or cat, such as a dog/wolf or cat/bobcat, shall be allowed.

10.02. Dangerous Pets. Pets shall not be considered a threat or danger, real or implied, to any person or other pet. Dangerous pets shall include any pet that has threatened, bitten or attacked any other person or pet, and at the discretion and request of the Board, the pet owner shall immediately and without further notice remove the pet from the subdivision.

10.03. Nuisance Pets. Pets shall not be a nuisance, a health hazard, or a disruption to other residents. Any lot owner, who has been sent *more than three (3)* pet violation notices pertaining to violations of these Restrictions, shall permanently remove the pet or pets from the subdivision.

10.04. Removal Appeal. Only lot owners may appeal a pet removal. To appeal the permanent removal of a pet, the lot owner must, in writing, request an appeal, within (30) days after the immediate removal of a dangerous animal, or in the case of a nuisance pet, within thirty (30) from the date of the removal notice. Appeals shall be in the form of mediation and conducted by a certified mediator, who has been approved by the Association Board and the lot owner.

10.05. Number of Pets. The total number of pets per residence shall not exceed three (3) animals at any time. The number of dogs shall not exceed two (2).

10.06. Commercial Purposes and Litters. Pets shall not be raised, kept, bred, bought, or sold for commercial purposes. Any remaining animals in a litter, over the number of pets allowed per residence, shall be permanently removed from the subdivision by the age of three (3) months.

10.07. Outside Restrictions. Pets allowed outside shall be limited to dogs and cats. Lot owners shall not allow their lots to become unsanitary or obnoxious by the accumulation of pet excrement, or by the odor of the pet, its urine, pet shelter, or pet bedding. Pets shall not be left outdoors overnight. Pets shall not be left unattended, tied, or housed in the front areas of a lot, on balconies, on common areas,

or in vehicles. Dogs and cats must be current in required vaccinations and in compliance with all local and state laws.

10.08. Dogs. Dogs shall not be allowed to roam. Dogs shall not be allowed to become a disruption by howling or barking in excess. All dogs shall be restricted to within the back lot lines of a residence by a fence or a leash, and leashed dogs shall not be allowed access to any other lot, common area, or common connecting sidewalk by an excessive length of leash. Dogs on the common areas shall be leashed or under the immediate control of the owner. Dog owners shall remove any of their dog's excrement from sidewalks, pathways, parking areas, streets, owner lots, and any other pedestrian areas that are heavily used.

ARTICLE 11 – TENANTS AND LEASES

11.01 Guests. A guest shall be considered a resident if the guest has remained overnight in a residence for a total of more than sixty (60) days, either consecutively or non-consecutively, in any twelve (12) month period. A guest shall be considered a tenant at such time as the owner receives any consideration or benefit from the guest in exchange for housing.

11.02. Tenant. A tenant shall mean and refer to any person or entity, who the lot owner receives any consideration or benefit from, including but not limited to rents, fees, services, or gratuities.

11.03. Tenant Safety and Occupancy. Tenants shall have the right to a safe, healthy, and sanitary living environment, and lot owners shall make timely and proper repairs when needed. Tenant occupancy of any lot shall not exceed two (2) persons per bedroom.

11.04. Security Information. The Association shall have the authority to require of any lot owner such tenant information as may be deemed relevant for emergency purposes, or for the peace, security, and comfort of the other residents and lot owners.

11.05. Leases. All leases shall be in writing and for an initial term of no less the six (6) months. After the recording of this instrument all new lease agreements shall be required to be in compliance. There shall be no subleasing of a residence or assignment of any lease, and all residencies shall be leased in their entirety. The owner shall make available to the tenant copies of the Restrictions, the Bylaws, and the Rules and Regulations prior to tenant move-in.

11.06. Lease Provisions. Any lease agreement shall be deemed to contain the following provisions, whether or not expressly stated therein, and each owner covenants and agrees that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by the existence of this covenant, and the tenant, by occupancy of the lot, agrees to the applicability of this covenant and the incorporation of the following language into such lease:

The tenant agrees to abide and comply with all provisions of these Restrictions. The owner agrees to cause all occupants of the lot to comply with all the provisions of these Restrictions, and the owner shall be responsible for all violations thereof, and the resulting losses, damages, and penalties caused by such occupants. The owner may terminate, without liability, any lease and evict any tenant for violation of these Restrictions in accordance with the Texas law.

ARTICLE 12 – COMMON AREA

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12.01. Sidewalks and Paths. Lot owners shall not obstruct or attempt to limit the use of common area sidewalks and paths by such persons and entities with easement rights, or agreement rights, or Association use permission.

12.02. Common Connecting Sidewalks. For purposes of these Restrictions, a common connecting sidewalk shall mean and refer to a sidewalk that is within the property lines of a lot owner, but connects to, continues through, or crosses over to a common area or the property of another lot owner. Lot owners shall not alter, enclose, or obstruct any common connecting sidewalk.

12.03. Between Buildings. All areas between buildings shall be treated as common areas, regardless of where individual lot lines are located, and lot owners shall not make any alteration or modifications to these areas, unless approved by the Association. Lot owners shall not leave, store, or stack any personal property or landscape materials in these areas.

ARTICLE 13 - RESERVATIONS

13.01 Underground Utility Services. Underground utility services extend under and through the lots to serve the improvements thereon, and the areas above these service lines, and extending two and a half (2 ½) feet to each side of the line shall be subject to, and reserved for, the use of the utility services. Where underground utility services are available, no above surface utility line shall be installed on a lot.

13.02. Utility Easements. The utility easements, as shown on the recorded plats, are dedicated with reservation that such utility easements are for the use and benefit of any public utility that may legally operate in Hays County Texas. Easements shall be upon, across, over, and under all common areas for ingress, egress, installation, maintenance, operation, and replacement of utilities, utility facilities, systems, and appurtenances. The title conveyed to any lot in the subdivision shall not be held or construed to include title to any utility or utility company easement, facility, system, or appurtenance. The authority to sell or lease such utilities, utility facilities, systems, and appurtenances, as may be sold or leased, shall be reserved for the Association.

13.03. Liability. Lot owners shall not hold the Association, its successors, or assigns liable for any damage done by any persons, parties, agents, or employees of such entities as are entitled to the use of the easements.

13.04. Minerals Rights and Water Wells. No interest or right to oil, gas, or minerals, in or under a lot, shall be conveyed or transferred with any deed or title. No digging, drilling, or excavating on any lot for oil, gas, or minerals shall be allowed. No drilling, operation, or usage of any water well by a lot owner shall be allowed.

13.05. Streets and Roads. The streets and roadways shown on the recorded plats shall be reserved for the exclusive use of the lot owners, their families, guests, tenants, or employees, and other such persons and entities with easement rights, or agreement rights, or Association use permission. The right to dedicate the streets and roadways to the public, at such time as the Association deems public streets and roadways are in the best interest of the subdivision, shall be reserved for the Association.

13.06. Common Area Use and Improvements.

The use of the common areas by lot owners, and the right to make improvements, alterations, additions, or modifications to any common area shall be reserved for the Association.

ARTICLE 14 – GENERAL PROVISIONS

14.01. Duration. All provisions herein, including the Restrictions, Reservations, and Covenants shall run with the land and bind the properties for a term of ten (10) years from the recorded date of this instrument, after which time all such provisions shall be automatically extended for successive terms of ten (10) years. To change such provisions, in whole or part, at the expiration of any term, an instrument must be executed and recorded not more than sixty (60) days prior to any term expiration. The provisions may, in whole or part, be changed by a simple majority vote of the *subdivision lot owners*, at any Association Annual Membership Meeting or a Special Meeting called for that purpose.

14.02. Amendment. This Declaration of Restrictions, Reservations, and Covenants may be amended by a simple majority vote of the *subdivision lot owners*, at any Association Annual Membership Meeting or a Special Meeting called for that purpose.

14.03. Lot Owner Voting. In any vote pertaining to the Declaration of Restrictions, Reservations, and Covenants, only the subdivision lot owners of record shall be eligible to vote. All voting issues shall be determined by a simple majority. Lot owners shall not be penalized for their inability to vote in person and shall have the right to vote by proxy on any issue. Each lot shall be represented by one (1) vote. In the case of joint ownership of any lot, only one (1) vote for each lot on any issue shall be permitted. Lot owners, who own multiple lots, shall have one vote for each lot owned.

14.04. Violation of Provisions. The provisions of this Declaration of Restrictions, Reservations, and Covenants shall be enforceable by the Village Property Owners Association, Inc. or any lot owner, who is subject to said provisions, or the legal representatives, heirs, successors, and assigns thereof. In the event of any violation or attempted violation of any provisions herein, including the Restrictions, Reservations, and Covenants, enforcement shall be authorized by any proceeding or action at law or in equity against any person or entity violating or attempting to violate any such provisions. Proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive or mandatory in commanding compliance with such provisions shall be lawful, and it shall not be a prerequisite to the granting of such injunction to show inadequacy of legal remedy or irreparable harm. It shall be lawful for any person or entity entitled to enforce the provisions herein, including the Restrictions, Reservations, and Covenants, to recover damages and costs as sustained by reason of the violation of said provisions.

14.05. Partial Invalidation. In the event of the invalidation of any portion of these Restrictions, whether by reason of abandonment, waiver, estoppels, judicial decision, or otherwise, such partial invalidation shall not effect in any way the validity of the other provisions herein, and such provisions shall remain in full force, effect, and binding in accordance with their terms.

14.06. Grandfather Clauses. Lot owners, at the time of the recording of this instrument, must have requested, filled out, and returned a Grandfather Clause form to the Association, in order to qualify for the following exemptions:

a. Pets. Lot owners, who have a larger number of pets than allowed, shall not be required to reduce the number of pets. At such time as these animals are no longer permanently in residence, the lot owner shall not replace the animals, and thereafter shall be required to be in compliance with the number of pets.

b. B&B Lodgings. Lot owners, who are requesting an exemption under the Grandfather Clause for B&B lodgings, must provide proof of a current and active B&B lodging business and must have given prior notice to the Association of such business. No B&B lodging exemption shall be transferable to any person, entity, or new owner of record.

14.07. Loss of Ownership. No transaction involving the loss of ownership or control of any property, or the exchange or leasing of any property, to which the Association holds deed, title, or easement rights as the legal owner of record shall be allowed, except as provided for in the Articles of Incorporation for the Association.

14.08. Applicability. Each contract, title, deed, or deed of trust hereinafter executed with respect to any lot in the subdivision shall be deemed and held to have executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Restrictions, Reservations, and Covenants hereby set forth, regardless of whether or not any such provisions are set forth in such contract, title, deed, or deed of trust, and whether or not referenced in any such instrument.

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