

6. No noxious or other offensive activity shall be carried on or conducted on any lot in the subdivision, nor shall any activity be engaged in on any lot in the subdivision that is an annoyance or nuisance to owners of the subdivision.
7. No lot shall be subdivided or resubdivided.
8. No poultry, rabbits, pigeons, dogs, cats or other animals shall be raised, bred or kept on any lot, except that a lot owner may keep cats, dogs or other household pets, so long as household pets are not kept in such numbers as to constitute an annoyance or nuisance to owners of other lots.
9. No lot shall be maintained as a dumping ground for rubbish, and no trash, garbage or waste material shall be kept on the premises except in sanitary containers. All incinerators and other equipment for the storage and/or disposal of waste material shall be kept in a clean, sightly and sanitary condition so that the same will not constitute an annoyance or nuisance to owners of any portion of the subdivision.
10. In the event an owner of any lot shall fail to maintain the premises in a neat, orderly manner and clear weeds and other unsightly growth and in such a condition as to present an attractive appearance, Willow Creek Estates Section 6 Owner's Association shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot at the expense of owner, without liability to the owner for damages in trespass or otherwise.
- 6-12 4-1 11. No oil, drilling, refining, or mining operation of any kind shall be permitted on the premises, or any part thereof, shall any oil well, tank, tunnel or mineral excavation or shaft be permitted on any lot. No derrick or other structure for mineral or gas operations shall be permitted on the premises, or any part thereof.
12. No dwelling shall be constructed nearer than fifteen (15') feet to any side lot line, or forty (40') feet from front or rear lot line, except for lot no. 254 which may have a five (5') feet set back on the east side line. Any person owning more than one lot in the subdivision, and desiring to erect a dwelling house partly on one lot and partly on another lot, may do so, and no building set-back line restrictions will be applicable to the line dividing two lots owned by the same person. However, no dwelling house shall be constructed nearer than fifteen (15') feet to any side lot line. These building set-back restrictions contained herein apply not only to dwelling houses, but also to garages, water wells, servants quarters, and other out buildings. Fences constructed closer than forty (40') feet to any front lot line must be approved by the Architectural Control Committee, in case of which approval, no set back line restrictions will be applicable.
13. The easement created for the purpose of enabling the owners of lots in the subdivision to receive utility services are located on the map or plat of the subdivision, as a fore-said, and no use may be made of the property comprising said easement that would interfere with the use of said easements for utility purposes. At such time that a residence is constructed on lots 238, 245, and 249 the owner of said lot shall install a security light on a power pole at the corner of the road intersections from the power company serving the residence, and pay for said service until such time that the governing public entity assumes such service.
14. No lot shall ever be used as an entrance into or exit from adjoining property, unless for the purpose of access to adjoining property owned or sold by S & S Land and Cattle Company, Handler Smith, or Colleen Shelton.

- 15. All septic tanks and drain fields shall comply in all things with all laws and regulations of all governmental authority. No septic tank or drain field shall be located that the effluent therefrom will drain on to the land of another lot owner.
- 16. No dwelling house which is constructed with modular, pre-fabricated or pre-built exterior or interior walls, or wall sections, shall be permitted in the subdivision.
- 17. No building shall be constructed within the subdivision, or allowed to remain within the subdivision, unless the plans and specifications for construction meet these restrictions stated above or are approved by the Architectural Control Committee. No house or other structure shall remain unfinished for more than one (1) year after the slab has been commenced.
- 18. That a minimum thickness of six (6") inches of topsoil will be required on all regularly maintained yard areas.
- 19. Only "pellet type" lawn fertilizer may be used on any lots in the subdivision.

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EXECUTED this 30th day of October, 1986.

S & S LAND AND CATTLE COMPANY

By: Handler Smith
HANDLER SMITH, President

ATTEST:

John Smith
Secretary

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this 30th day of October, 1986, by HANDLER SMITH, President of S & S LAND AND CATTLE COMPANY, a Texas corporation, on behalf of said corporation.

Blaine Helen Walker
NOTARY PUBLIC, State of Texas

IN TEXAS }
COUNTY OF HAYS }
I hereby certify that this instrument was FILED on
the 9th day of December, 1986, at the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

DEC 9 1986
Spencer B. Clayton
COUNTY CLERK

(Print or type name of Notary)
My commission expires: _____

STATE OF TEXAS |

COUNTY OF HAYS |

240221

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DECLARATION OF COVENANTS

On this 20th day of October, 1986, S & S LAND AND CATTLE COMPANY, a Texas Corporation, herein called "Developer", hereby declares that the land described below shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, herein called "covenants", by specifying and agreeing that this Declaration and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding upon Developer, its successors and assigns and all subsequent owners of each lot; and the owners by their acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of this Declaration.

1. Land. Developer is the owner of real property located in Hays County, Texas (herein called the "Land"), more particularly described in the attached Exhibit "A" which is attached hereto and made a part hereof for all purposes.

2. Subdivision. Developer has subdivided the Land into lots according to the plat of record in Book 4, Pages 154-156, Hays County Plat and Deed Records.

3. Purpose. The purpose of these covenants is to provide a method and agency to develop and maintain architectural control within the subdivision.

4. Association. Developer has organized Willow Creek Estates Section 8, Owner's Association (herein called "Association"), which will be the agency to maintain the architectural control within the subdivision.

Real Property Records
Hays County Texas

5. Membership. The record owner of each lot to which this Declaration applies shall be a member of the Association. The membership shall be appurtenant to and may not be separated from the ownership of any lot. Record ownership of a lot shall be the sole qualification for being a member of the Association.

6. Voting. The Association shall have a single class of voting membership which shall be the owners of lots within the subdivision. Members shall be entitled to one vote for each lot owned. When more than one person owns a lot, all are members of the Association and the one vote for each lot shall be cast as the owners determine among themselves.

7. General Provisions.

a. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until October 20, 2011, at which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

b. Enforcement. If the owners of any lot or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Declaration, it shall be lawful for the Association or the Developer, or if the Association or Developer shall fail to do so after sixty (60) days written notice from a person owning any lot encumbered by this Declaration, then for any such owner to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants. The failure of the owner or tenant to perform his obligation hereunder would result in irreparable damage to the Developer and other owners of lots in the subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law but

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also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

c. Severance. In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not effect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

d. Divestiture by Developer. Notwithstanding any other provisions of these covenants, the Developer shall cease to vote any lots which the Developer may still own, in the election of the Directors controlling the Association, within three (3) years of the date of the first sale of any lot in the subdivision or when sixty (60%) percent of the lots are sold, whichever occurs first.

ARCHITECTURAL CONTROL

(1) Architectural Control Committee. An Architectural Control Committee shall be designated and composed of three (3) directors of the Association.

(2) Approval of Plans and Specifications. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and unanimously approved in writing by the Architectural Control Committee as to harmony of external and location in relation to surrounding

structures and topography. The Architectural Control Committee is specifically authorized to review all building plans to determine whether or not adequate provisions have been made to save as many trees as possible and preserve the natural state of the land, and if necessary, the Architectural Control Committee may require the owner of a lot to revise such building plans in order to preserve the natural beauty of the subdivision.

(3) Failure of Committee to Act. In the event that any plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

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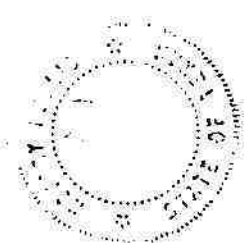
EXECUTED this 30th day of October, A.D. 1986.

S & S LAND AND CATTLE COMPANY

BY: Handler Smith
Handler Smith, President

ATTEST:

Dennis Smith
Secretary



THE STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally came Handler Smith known to me to be the person whose name is subscribed to the foregoing instrument as President of S & S LAND AND CATTLE COMPANY and acknowledged to me that he executed the same in such capacity and as the act and deed of said corporation for purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th
DAY OF December, A.D. 1986.



CLARENCE HAM MASKA
Notary Public
State of Texas
13-28-83
Clarence Ham Maska

EXHIBIT A

43.024 acres out of the T.J. CHAMBERS SURVEY, this being the same real property which has been subdivided and platted as Willow Creek Estates, Section 6, a plat of which is recorded in Book 4, pages 154-156, of the Hays County Plat Records, reference to which is here made for all relevant, legal and descriptive purposes.

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FILED
HAYS COUNTY, TEXAS
DEC 8 8 34 PM '98
COUNTY CLERK

STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me.



DEC 9 1898
Lyell B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS