

- as no such household pets are 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. 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.
 11. 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. 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.
 12. 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.
 13. 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 Smith Shelton.
 14. 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.
 15. No dwelling house which is constructed with modular, prefabricated or pre-built exterior or interior walls, or wall sections, shall be permitted in the subdivision.
 16. No building shall be constructed within the subdivision, or allowed to remain within the subdivision, unless the plans and specifications for the construction are approved by the Architectural Control Committee.
 17. That a minimum thickness of six (6") inches of topsoil will be required on all regularly maintained yard areas.
 18. Only "pellet type" lawn fertilizer may be used on any lots in the subdivision.

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges are held invalid or unenforceable by a court of competent jurisdiction, it shall not

affect 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.

These Restrictions shall be construed with the "Declaration of Covenants" of even date herewith, as if both documents were one document. Any conflict between the two documents shall be construed to give effect to the spirit and purpose of the restrictive scheme created by the two documents.

EXECUTED this 5 day of October, 1984.

S & S LAND AND CATTLE COMPANY

By: *Handler Smith*
HANDLER SMITH, President

ATTEST
Handler Smith
Secretary

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this 5 day of October, 1984, by HANDLER SMITH, President of S & S LAND AND CATTLE COMPANY, a Texas corporation, on behalf of said corporation.



Gene D. ...
NOTARY PUBLIC, State of Texas

(Print or type name of Notary)
My commission expires: 10-23-84

THIS INSTRUMENT WAS FILED
IN THE PUBLIC RECORDS
My commission expires 10-23-84

STATE OF TEXAS
County of Hays
October 5, 1984
Notary Public
Hays County, Texas

24 OCT 5 PM 4 03
HAY COUNTY TEXAS

DECLARATION OF COVENANTS

THE STATE OF TEXAS §
 § 196021
COUNTY OF HAYS §

On this 4th day of October, 1984, 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", and to the restrictions ("Restrictions") contained in instrument of even date herewith, 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.

I. DEFINITIONS, TERMS AND CONDITIONS

1. Land. Developer is the owner of real property located in Hays County, Texas (herein called the "Land"), more particularly described in the plat of record in Book 3, pages 93-94, Hays County Plat and Deed Records.

2. Subdivision. Developer has subdivided the Land into lots according to the plat of record in Book 3, pages 93-94, Hays County Plat and Deed Records, now known as THE RIDGE AT WILLOW CREEK.

3. Purpose. The purpose of these covenants is to provide a method and agency to develop and maintain architectural control, and maintenance of road and entry gate within the Subdivision.

4. Association. Developer has organized THE RIDGE AT WILLOW CREEK OWNER'S ASSOCIATION (herein called "Association"), which will be the agency to maintain the architectural control and maintenance of roadways, gates and common areas within the subdivision.

Real Property Records
Hays County Texas

478 100

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 provided that assessments against such lot are current to within thirty (30) days of the assessment date. 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 4, 2009, at which time said covenants shall automatically be extended for successive periods of ten (10) 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, or in the Restrictions, it shall be lawful for the Association or the Developer to enforce these Covenants or the Restrictions, 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 or Restrictions. 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 or the Restrictions may not only give rise to an action for damages at law but also

may be enjoined by an action for specific performance in equity in any court of competent jurisdiction without the proof of any specific damages. 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 are held invalid or unenforceable by a court of competent jurisdiction, it shall not affect 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 thirty (30%) percent of the lots are sold, whichever occurs first.

II. ARCHITECTURAL CONTROL

1. Architectural Control Committee. An Architectural Control Committee shall be designated and composed of the three (3) directors of the Association who shall be elected by a majority vote of the Association at its annual meeting to be held in January of each calendar year, at a time and place designated by the directors upon twenty (20) days written notice. In addition one (1) alternate director shall be chosen to act in case of absence or abstention of one (1) or more directors.

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

