

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WILLOW CREEK ESTATES SECTION 10A  
LOTS 381 THROUGH 407

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THE STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, San Marcos Affordable Housing, Inc., is the owner of Willow Creek Estates Section 10A, described as follows:

38.52 acres out of the T.J. CHAMBERS SURVEY AND JOHN WILLIAMS SURVEY, HAYS COUNTY this being the same real property which has been subdivided and platted as Willow Creek Estates, Section 10A, a plat of which is recorded in Book 9, Pages 91-93, of the Hays County Plat Records, reference to which is here made for all relevant, legal and descriptive purpose; and

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WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof;

1. All lots shall be used for single family residential purposes only, and no lot, or any part thereof, shall be used for any business, commercial, trade, mercantile or professional purposes.
2. No structure shall be erected on any lot in the subdivision or be allowed to remain on any lot in the subdivision, other than one single family dwelling unit not to exceed two (2) stories in height, although each owner shall have the right to erect out buildings incidental to residential use of a lot such as garage, carport, servant quarters and other structures designed to be incidental to residential use.

3. No dwelling house having less than 1,800 square feet of floor space, exclusive of attached carport, garage and porches, may be erected on any lot in the subdivision. Each house must have a garage with minimum space for two (2) cars. All entry drives from the street must be paved from the street property line with asphalt or concrete. Unless such requirement is expressly waived, at least fifty-one percent (51%) of the exterior of each single dwelling shall be of masonry construction.
4. No existing dwelling house, situated outside of the subdivision, shall be moved upon, or allowed to remain upon any lot in the subdivision.
5. No mobile home, house trailer, motor home, tent, shack garage or other out building or other facility shall be used for residential purposes, however servants quarters may be constructed as part of the residential structure. No motor home, boat, or travel trailer may be parked in a driveway or street for more than 72 consecutive hours. A motor home or travel trailer may be permanently housed in a covered garage of adequate size.
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 in such a condition as to present an attractive appearance, Willow Creek Estates Section 10A 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

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expense of the owner, without liability to the owner for damages in trespass or otherwise.

- 11. No oil, drilling, refining, or mining operation of any kind shall be permitted on the premises, or any part thereof, nor 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 line, or forty (40') feet from a 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. These buildings 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.
- 13. The easement created for the purpose of enabling the owners of lots in the subdivision to receive utility services are located on the plat of the subdivision, and no use may be made of the property comprising said easement that would interfere with the use of said easement for utility purposes.
- 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 San Marcos Affordable Housing, Inc., 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 such that the effluent therefrom will drain on the land of another lot owner.
- 16. 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.
- 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

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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 four (4") 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.


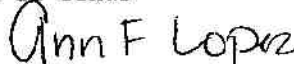
EXECUTED this 23<sup>rd</sup> day of December, 1999.

SAN MARCOS AFFORDABLE HOUSING, INC.  
 By:   
 ROBERT W. McDONALD, III President

THE STATE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on this 23<sup>rd</sup> day of December, 1999, by ROBERT W. McDONALD, III, President of SAN MARCOS AFFORDABLE HOUSING, INC., a Texas Corporation, on behalf of said corporation.



  
 NOTARY PUBLIC  
 State of Texas  
  
 Printed Name of Notary Ann F Lopez  
 Commission expires: 2/24/2001

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FILED AND RECEIVED  
 OFFICIAL PUBLIC RECORDS  
 ON: Jan 11, 2000 at 11:18AM  
 Document Number: 0000595  
 Amount: 15.00  
 Lee Carlisle  
 County Clerk  
 By: Lynn Curry, Deputy  
 Hays County

DECLARATION OF COVENANTS  
WILLOW CREEK ESTATES, SECTION 10A  
LOTS 381 THROUGH 407

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STATE OF TEXAS  
COUNTY OF HAYS

On this 23<sup>rd</sup> day of December, 1999, San Marcos Affordable Housing, Inc., a Texas Corporation, hereinafter 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, hereinafter called covenants, ("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 as 38.52 acres out of the T.J. CHAMBERS SURVEY AND JOHN WILLIAMS SURVEY.
2. Subdivision. Developer has subdivided the Land into lots according to the plat of record in Book 9, Pages 91-93, Hays County Plat and Deed Records as WILLOW CREEK ESTATES SECTION 10A.
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 10, Owner's Association (herein called "Association"), which will be the agency to maintain the architectural control within the subdivision.
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.

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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 December 31, 2024, 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 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, with regard to the election of the Directors controlling the Association, at the end of three (3) years from 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

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(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 application to the Architectural Control Committee is not approved or disapproved within thirty (30) days following such submission, then it shall be deemed to be approved, and no further action shall be needed.

EXECUTED this 23<sup>rd</sup> day of December, A.D. 1999.

By:   
Robert W. McDonald, III President

