

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILLOW CREEK ESTATES, SECTION 10B LOTS 355-380 AND LOTS 408-410

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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 10B, described as follows:

34.58 acres out of the T.J. CHAMBERS SURVEY AND JOHN WILLIAMS SURVEY, HAYS COUNTY, being the same real property which has been subdivided and platted as WILLOW CREEK ESTATES, SECTION 10B, a plat which is recorded in Book 9, Pages 95-96, of the Hays County Plat Records, reference to which is here made for all relevant, legal and descriptive purposes; 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 right, 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 may be constructed in the subdivision, containing less than the required square footage of floor space as indicated below. The square footage required

is exclusive of attached carports, garages, and covered porches. 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.

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MINIMUM SQUARE FOOTAGE

Lots 355 through 357	1,800 square feet
Lots 358 through 377	2,200 square feet
Lots 378 through 380	1,800 square feet
Lots 408 through 410	1,800 square feet

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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, boat 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 or 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 such household pets are kept in such numbers as to not 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, nor shall any oil well, tank, tunnel or mineral excavation or shaft be permitted on any lot. No

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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 any front or rear 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 plat of the subdivision, and no use may be made of the property comprising said easement that would interfere with use of said easements for utility purposes.
13. No lot shall ever be used as an entrance into or an 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 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 such that the effluent therefrom will drain onto 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

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plans and specifications for the construction are approved by the Architectural Control Committee.


- 17. That a minimum thickness of four (4") 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.
- 19. No fences of chain link construction shall be allowed in the subdivision.
- 20. Unless such requirement is expressly waived, at least fifty-one percent (51%) of the exterior of each single dwelling shall be of masonry construction.

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 23rd day of December, 1999.

SAN MARCOS AFFORDABLE HOUSING, INC.

By: 
 ROBERT W. McDONALD, III President

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THE STATE OF TEXAS
COUNTY OF HAYS

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This instrument was acknowledged before me on this 23rd day of December, 1999, by ROBERT W. McDONALD, III President of San Marcos Affordable Housing, Inc., a Texas Corporation, on behalf of said corporation.

Ann Lopez

NOTARY PUBLIC, State of Texas
My Commission Expires: 2-24-2000



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jan 11, 2000 at 11:10A

Document Number: 0000600
Amount 17.00

By
Lynn Curry
Lee Carlisle, County Clerk
Hays County

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2013 13035641

Instrument Number: 2013-13035641

As

Recorded On: October 22, 2013

OPR RECORDINGS

Parties: RIDGE AT WILLOW CREEK SEC II HOMEOWNERS

Billable Pages: 2

To

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	30.00
Total Recording:	30.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-13035641
Receipt Number: 351663
Recorded Date/Time: October 22, 2013 01:42:20P
Book-Vol/Pg: BK-OPR VL-4780 PG-770
User / Station: A Herzog - Cashiering #7

Record and Return To:

RIDGE II HOA
ORIGINALS TO CUSTOMER
SAN MARCOS TX 78666



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

AMENDMENTS TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILLOW CREEK ESTATES, SECTION 10B,

Recorded as Document Number 0000600

Official Document, Hays County, Texas

(no changes to companion document 0000596)

LOTS 358 THROUGH 377 ONLY

a part of

THE RIDGE AT WILLOW CREEK SECTION II HOMEOWNERS ASSOCIATION, INC.

The following items are added for "Ridge Lots" only – Lots 358 through 377 as defined in the DECLARATION OF COVENANTS WILLOW CREEK ESTATES, SECTION 10B, Part II. Covenants for Maintenance Assessment Lots 358 through 377 (document number 0000596):

21. In the event that an owner of any lot shall fail to maintain the lot in a neat, orderly manner, clear of weeds, brush and other unsightly growth within 20 feet of any street curb and in such a condition as to present an attractive appearance, the Association shall have the right, acting through its agents, to enter upon the lot and to repair, clear, maintain and restore the lot at the expense of the owner, without liability to the owner for damage in trespass or otherwise. Owners will be notified by the Association at least 30 days prior to any such action so that they can correct the situation prior to any such action by the Association.
22. No house or other structure (new or currently under construction) may remain unfinished for more than 18 months after the slab has been commenced. Finished is defined as receiving a City of San Marcos completion certificate. Any structure not in compliance will be charged a monthly fee of \$1,000.00 payable to the Association until construction is completed. The effective date for any unfinished structures shall be 18 months from approval of this restriction.
23. No sign shall be erected on any lot that exceeds 4 feet by 4 feet (16 square feet) in size. All political signs must be removed in compliance with applicable local regulations at the completion of an election cycle.

EXECUTED this 18 day of October, 2013.

THE RIDGE AT WILLOW CREEK SECTION II
HOMEOWNERS ASSOCIATION, INC.

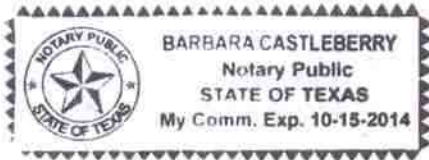
By:


FRANK C. KING, President

THE STATE OF TEXAS }

COUNTY OF HAYS }

This instrument was acknowledged before me on this 28th day of October, 2013, by FRANK C. KING, President of THE RIDGE AT WILLOW CREEK SECTION II HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Barbara Castleberry
Notary Public, State of Texas

DECLARATION OF COVENANTS
WILLOW CREEK ESTATES, SECTION 10B
LOT 355 THROUGH 380 AND LOTS 408-410

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On this 23rd 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"), and to the restrictions ("Restrictions") contained in an 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 9, Pages 95-96, Hays County Plat and Deed Records.
2. Subdivision. Developer has subdivided the Land into lots according to the plat of record in Book 9, Pages 95-96, Hays County Plat and Deed Records, known as WILLOW CREEK ESTATES, Section 10B.
3. Purpose. The purpose of these covenants is to provide a method to develop and maintain architectural control, maintenance of entry, fences, payment of utilities, and maintenance of planting in conjunction with entry 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 and maintenance of fences, gates, and common areas 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.

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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 the 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 December 31, 2024, 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 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 is 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

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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

1. Architectural Control Committee. An Architectural Control Committee shall be designated and composed of 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 unanimately 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.

II. COVENANTS FOR MAINTENANCE ASSESSMENTS
LOTS 358 THROUGH 377

1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for Lots 358 through 377 within the subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed; is deemed to covenant and agree to pay to the Association: (1) annual assessments and charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with

interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the subdivision and for the improvement and maintenance of the fence, lighting, landscaping, and other common improvements within the subdivision.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Seventy-five and NO/100 Dollars (\$75.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 25% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the streets, landscaping, and common area improvements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first

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such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly or annual basis as fixed by the directors.

7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of January, 2000. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

8. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% percent per annum. The Association may bring any action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the streets or security gate or by abandonment of his lot. Any lot owner who is more than thirty (30) days delinquent in payment of assessments shall have no voting rights until such delinquency is cured.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale.

EXECUTED this 23rd day of December, A.D. 1999.

SAN MARCOS AFFORDABLE HOUSING, INC.

By: [Signature]
Robert W. McDonald, III President

THE STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on this 23rd day of December, 1999, by Robert W. McDonald, III, President of San Marcos Affordable Housing, Inc., a Texas corporation, on behalf of said corporation.



Ann F. Lopez
NOTARY PUBLIC, State of Texas

Ann F. Lopez
(Print or type name of Notary)
My Commission expires: 2-24-2000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jan 11, 2000 at 11:10A
Document Number: 0000596
Amount: 19.00
Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County