

(11) 29

DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR WILLOW CREEK ESTATES, SECTION 9,
LOTS 321 THROUGH 351
DUCH 397328

THE STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

1217 170

WHEREAS, SAN MARCOS AFFORDABLE HOUSING, INC. is the owner of WILLOW CREEK ESTATES, SECTION 9, described as follows:

49.21 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 9, a plat which is recorded in Book 7, Pages 122-124, of the Hays County Plat Records, reference to which is here made for all relevant, legal and descriptive purposes; and

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.

MINIMUM SQUARE FOOTAGE

Lots 321 through 334	2,200 square feet
Lots 335 through 351	2,750 square feet

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

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, except that Lots 335 through 351 may build within fifteen (15') feet of the 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 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

1217 173

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 1st day of April, 1996.

SAN MARCOS AFFORDABLE HOUSING, INC.

By: 

ROBERT W. McDONALD, III President

THE STATE OF TEXAS
COUNTY OF HAYS

1217 171

This instrument was acknowledged before me on this 1st day of April, 1996, by ROBERT W. McDONALD, III President of San Marcos Affordable Housing, Inc., a Texas Corporation, on behalf of said corporation.



Ann G Lopez
NOTARY PUBLIC, State of Texas
My Commission Expires: 2/24/2000

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



70 2013 13035640

Instrument Number: 2013-13035640

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:

Record and Return To:

Document Number: 2013-13035640
Receipt Number: 351663
Recorded Date/Time: October 22, 2013 01:42:20P
Book-Vol/Pg: BK-OPR VL-4780 PG-767
User / Station: A Herzog - Cashiering #7

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 9,
LOTS 321 THROUGH 351
Recorded as Document Number 397328
Official Document, Hays County, Texas**

**LOTS 321 THROUGH 351
a part of
THE RIDGE AT WILLOW CREEK SECTION II HOMEOWNERS ASSOCIATION, INC.**

The following items are added for all lots in this Section:

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.

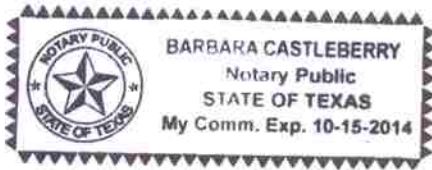
THE RIDGE AT WILLOW CREEK SECTION II
HOMEOWNERS ASSOCIATION, INC.

By:


FRANK C. KING, President

THE STATE OF TEXAS }
 }
COUNTY OF HAYS }

This instrument was acknowledged before me on this 18th 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 9
LOT 321 THROUGH 351

STATE OF TEXAS § 1217 175
 §
COUNTY OF HAYS §

On this 1st day of April, 1996, 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 7, Pages 122-124, Hays County Plat and Deed Records.
2. Subdivision. Developer has subdivided the Land into lots according to the plat of record in Book 7, Pages 122-124, Hays County Plat and Deed Records, known as WILLOW CREEK ESTATES, Section 9.
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 9, OWNER'S ASSOCIATION, LOTS 321 THROUGH 351 (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.

