

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



70 2015 15011403

Instrument Number: 2015-15011403

As

Recorded On: April 20, 2015

OPR RECORDINGS

Parties: WILLOW CREEK HOMEOWNERS ASSOCIATION INC

Billable Pages: 10

To

Number of Pages: 11

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS	62.00
Total Recording:	62.00

***** 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: 2015-15011403
Receipt Number: 394877
Recorded Date/Time: April 20, 2015 12:03:33P
Book-Vol/Pg: BK-OPR VL-5191 PG-52
User / Station: O Mejia - Cashiering #7

Record and Return To:

WILLOW CREEK HOMEOWNERS ASSOCIATION
ORIGINAL 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

***DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS
FOR WILLOW CREEK ESTATES
SECTION 1***

A subdivision in Hays County, Texas

***Willow Creek
Homeowners Association, Inc.***

aka

"WCHOA"

**c/o Jeffrey Jewett, President
Willow Creek Homeowners Association, Inc.
2709 Oak Haven
San Marcos, TX 78666**

**Revised & Approved by Majority of Lot Owners in Section 1
And Accepted by the Willow Creek Homeowners Association**

March 2015

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW CREEK ESTATES
SECTION 1**

A subdivision in Hays County, Texas

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS :

WHEREAS, the described properties, known as Section 1, Willow Creek Estates, consisting of all lots (No.1 through 63, Reserve B, Reserve Tract C, and Chambers Survey) on the streets of Willow Creek Circle, Howard Place, 503 Reimer Rd and 509 Reimer Rd, are 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 describes 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;

THESE RESTRICTIVE COVENANTS SHALL BE IN FULL FORCE AND EFFECT AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL **March 1, 2040** (A PERIOD OF TWENTY-FIVE (25) YEARS), AT WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY 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. EACH LOT OF THE SUBDIVISION WHETHER OWNED BY ONE OR MORE PERSONS, HAVING AND BEING ENTITLED TO ONE VOTE ON ANY QUESTION OR EXTENSION OF SAID RESTRICTIONS, AND ON ANY QUESTION OF ALTERATION, AMENDMENT OR CANCELLATION OF ANY RESTRICTION.

Any violation of these restrictive covenants, except for Item 1, that are in place prior to March 1, 2015 is granted "Grandfather Rights."

March 1, 2015
Document Date

The original of this document is on file with the Secretary of the Willow Creek Homeowners Association.

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 purpose.

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 single family dwelling unit not to exceed two (2) stories in height, although each lot 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, in the case of a one story dwelling house, and in the case of a two story dwelling house, the ground floor must contain a minimum of 1,400 square feet of floor space, exclusive of attached garage, carport and porches. All entry drives from the street must be paved for a minimum of twenty-five (25) feet from the property line with asphalt or concrete.

4. On Lots 17, 18, 31, 43, 47, 48, 49, 62 and 63, no dwelling shall be constructed so as to be nearer than twenty-five (25) feet from the front lot line, or nearer than fifteen (15) feet from the rear lot line. As to all other lots, no building or dwelling shall be constructed so as to be nearer than fifty (50) feet from the front lot line, or nearer than twenty-five (25) feet from 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 restriction will be applicable to the line dividing two lots owned by the same person; however, the owner of only one lot may not construct a dwelling house nearer than twenty-five (25) feet to any side lot line. The building set back restriction contained in this paragraph applies not only to dwelling houses, but also to garages, water wells, servants quarters and other out buildings.

5. No existing dwelling house, situated outside of the subdivision, shall be moved upon, or allowed to remain upon, any lot in the subdivision.

6. No mobile home, house trailer, tent, shack, garage or other out building or other facility (other than servants quarters) shall be used for residential purposes.

7. 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 in the subdivision.

8. No lot shall be subdivided or re-subdivided.

9. 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 no such household pets are kept in such numbers as to constitute an annoyance or nuisance to owners of other lots.

10. No lot shall be maintained as a dumping ground for rubbish, and no trash, garbage, or other 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, slightly and sanitary condition, so that the same will not constitute an annoyance or nuisance to owners of any portion of the subdivision.

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. 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 aforesaid, 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 an adjoining property.

14. All septic tanks and drain fields shall comply in all things with all laws and regulations of all governmental authority. No septic tanks or drain field shall be so located that the effluent there from will drain on the land of another lot owner.

15. No fence shall be constructed on any lot in the subdivision that will be closer to a street line than the front building set back line of the lot upon which the fence is constructed. No fence shall be constructed over an easement.

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 dwelling house shall be constructed within the subdivision, or allowed to remain in the subdivision, unless more than 50% of all exterior walls and wall sections are constructed of masonry or fixed glass construction.

18. Only "pellet type" lawn fertilizer may be used on any lots in the subdivision.

DECLARATION OF COVENANTS

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. Purpose. The purpose of these covenants is to provide a method and agency to develop and maintain the entrance and architectural control within the Subdivision, upon the easements as platted.

2. Association. Neighborhood has organized Willow Creek Homeowners Association, Inc. (herein called "Association"), a non-profit Texas corporation, which will be the agency to maintain the entrance and architectural control within the subdivision, upon the easements, as platted, and in general out of these covenants.

3. 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 lot shall be the sole qualification for being a member of the Association.

4. 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.

5. 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 March 1, 2040, 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, it shall be lawful for the Association, or if the Association shall fail to do so after sixty (60) days' written notice from a person owning any lot encumbered by the Declaration, then for any such owner to prosecute any proceeding 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 owners of lots in the subdivision; thus the breach of any provision of the 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 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.

ARCHITECTURAL CONTROL

1. Architectural Control Committee. An Architectural Control Committee shall be designated and composed of the three (3) Directors of the Association.
2. Approval of Plans and Specification. 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.

* * * * *

The undersigned president of the *Willow Creek Homeowners Association, Inc.*, a Texas nonprofit corporation, hereby certifies that the foregoing Declaration of Covenants, Conditions and Restrictions are the revised Declaration of Covenants, Conditions and Restrictions of said corporation for Willow Creek Section 1.

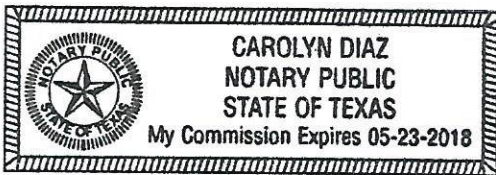
Jeffrey V. Jewett
JEFFREY V. JEWETT, President
WILLOW CREEK HOMEOWNERS ASSOCIATION, INC.

Apr. 7th 2015
Date

2709 Oak Haven Dr. San Marcos TX. 78666
Address

THE STATE OF TEXAS
COUNTY OF HAYS

Subscribed and sworn to before me on this 7th April day of ~~March~~, 2015 by Jeffrey V. Jewett.



Carolyn Diaz
Notary Public, State of Texas

PETITION

Willow Creek Estates - Section I

We, the undersigned, do hereby declare that we are in favor of correcting the omission of the Declaration of Covenants from our Section I Declarations of Covenants, Conditions and Restrictions for Willow Creek Estates, Section I, a Subdivision in Hays County, Texas, by creating a new "Declaration of Covenants" the same as those governing other sections of Willow Creek Estates and duly filing the document with the Hays County Clerk. This will legally bring Section I under the Willow Creek Homeowners Association, Inc. (WCHOA).

Legal Owner from Hays CAD	No.	Street	Hays CAD	Section	Lot #	Remarks	Signature	Date Signed
McClintock, Beverly	108	Howard Place	R48118	1	Reserve B			
Fox, Robert	109	Howard Place	R10441	1	Chambers Survey		<i>Robert Fox</i>	10-13-2014
Torres, Rose	505	Reimer	R48068	1	44		<i>Rose Torres</i>	10-19-14
Harrington, Ty	509	Reimer	R48059	1	45	Owner Address: 317 Quany Springs Dr, San Marcos, TX	<i>Ty Harrington</i>	11-19-14
Clayton, Charles	513	Willow Creek Cir	R48100	1	46			
Taylor, Sherry Elaine	519	Willow Creek Cir	R48101	1	47			
Crowther, David & Natay Bailey	520	Willow Creek Cir	R48074	1	17	new owners in 2013	<i>David Crowther</i>	
Gaither, Cecelia (Sowelle, Cecelia on CAD)	523	Willow Creek Cir	R48102	1	48		<i>Cecelia Sowelle Gaither</i>	11/3/14
Simmmons, Aubrey & Eilda	528	Willow Creek Cir	R48097	1	43		<i>Aubrey Simmons</i>	11/4/14
Hille, Richard & Elizabeth	529	Willow Creek Cir	R48103	1	49			
Moreles, Salvador & Marcela	601	Willow Creek Cir	R48104	1	50			
Latteo, Joe & Chris (Scholwinski, Christina on CAD)	602	Willow Creek Cir	R48096	1	42			
Valdez, Ernest & Bernice	611	Willow Creek Cir	R48105	1	51			
Chett, Joel & Diane	612	Willow Creek Cir	R48095	1	41			
Higgins, Susie	613	Willow Creek Cir	R48106	1	52		<i>Susie Higgins</i>	1/19/15
McNabb, Monica	617	Willow Creek Cir	R48107	1	53		<i>Monica McNabb</i>	1-17-15
Baker, Teri & Phillip	618	Willow Creek Cir	R48094	1	40			
Renick, Oren & Judy	623	Willow Creek Cir	R48108	1	54		<i>Oren & Judy Renick</i>	1/19/15
Smith, Forrest	628	Willow Creek Cir	R48093	1	55 & 56		<i>Forrest Smith</i>	1-16-15

PETITION
Willow Creek Estates - Section I

We, the undersigned, do hereby declare that we are in favor of correcting the omission of the Declaration of Covenants from our Section I Declarations of Covenants, Conditions and Restrictions for Willow Creek Estates, Section I, a Subdivision in Hays County, Texas, by creating a new "Declaration of Covenants" the same as those governing other sections of Willow Creek Estates and duly filing the document with the Hays County Clerk. This will legally bring Section I under the Willow Creek Homeowners Association, Inc. (WCHOA).

No.	Street	Hays CAD	Section	Lot #	Remarks	Signature	Date Signed
20	Clayton, Quinten & Julie	R48109	1	55	new owners May 2014 - dues paid by previous owner	<i>Quinten & Julie Clayton</i>	11/6/14
21	Carswell Vy (Hammond, Dick & Vy on CAD)	R48110	1	56		<i>Vy Carswell</i>	1-17-15
22	McCabe, Thomas & Susan	R48092	1	55 & 57		<i>Thomas & Susan McCabe</i>	1/19/2015
23	Pope, Timothy	R48111	1	57	new owner in 2014 - not yet updated on CAD		
24	Tegmeyer, Otto & Joanna	R48091	1	35			
25	Richardson, Stephen & Candice	R2314	1	58	new owners 05/25/14 - not yet updated on CAD	<i>Stephen & Candice Richardson</i>	11-6-14
26	Carbajal, Guadalupe	R48090	1	34			
27	Belhancourt, David & Barbara	R48112	1	39			
28	Clarke, John & Vicki	R48099	1	33		<i>John & Vicki Clarke</i>	11/7/15
29	Sears, William (Mike) & Jane	R48113	1	59 & 61		<i>Mike & Jane Sears</i>	12/8/14
30	Isles, Pedro (Pete) & Josefa (Jostie)	R48093	1	32		<i>Pete & Josefa Isles</i>	10-13-14
31	McCullough, Gordon	R48115	1	62		<i>Gordon McCullough</i>	1-13/14
32	De la Rosa, Herbert	R48097	1	53 & 51			
33	Gulley, John & Pamela	R48116	1	63		<i>John & Pamela Gulley</i>	10/13/14
34	Panamarenko, Paul	R48117	1	Reserve B		<i>Paul Panamarenko</i>	10/13/2014
35	Bolles, William & Karen	R48119	1	Reserve Tract C	new owners in 2014 - Mailing address: 1848 Rhinestone, Canyon Lake, TX 75133		
36	Johnson, James	R48073	1	16		<i>James Johnson</i>	10/13/14
37	Hendricks, Mary V	R48071 R48072	1	14 & 15		<i>Mary & Henry Hendricks</i>	10/13/14
38	Ortiz, Martha (Marty)	R48065	1	29		<i>Martha Ortiz</i>	10/13/14

PETITION

Willow Creek Estates - Section I

We, the undersigned, do hereby declare that we are in favor of correcting the omission of the Declaration of Covenants from our Section I Declarations of Covenants, Conditions and Restrictions for Willow Creek Estates, Section I, a Subdivision in Hays County, Texas, by creating a new "Declaration of Covenants" the same as those governing other sections of Willow Creek Estates and duly filing the document with the Hays County Clerk. This will legally bring Section I under the Willow Creek Homeowners Association, Inc. (WCHOA).

Local Owner from Hays CAD	No.	Street	Hays CAD	Section	Lot #	Remarks	Signature	Date Signed
Leavitt, Richard & Erin	817	Willow Creek Cir	R48070	1	13		<i>Richard Leavitt</i>	10-13-14
Bullock, Jerry	818	Willow Creek Cir	R48084	1	28		<i>Jerry Bullock</i>	
Brown, Ronald	823	Willow Creek Cir	R48089	1	12		<i>Ronald Brown</i>	10/13/14
McEntire, Dolores	824	Willow Creek Cir	R48083	1	27		<i>Dolores McEntire</i>	10/16/14
Moreau, John & Natalia	829	Willow Creek Cir	R48088	1	11			
Anderson, Sally & Weaver Warden	830	Willow Creek Cir	R48082	1	26			
Richey, Thomas & Britney	835	Willow Creek Cir	R48087	1	10		<i>Britney B. Richey</i>	10/13/14
Castillo, Ray & Alice	836	Willow Creek Cir	R48081	1	25		<i>Ray Castillo</i>	10/13/14
Ellis, Rhonda	904	Willow Creek Cir	R48080	1	24		<i>Rhonda Ellis</i>	10-31-14
Harell, Claudette	909	Willow Creek Cir	R48086	1	23		<i>Claudette Harell</i>	10-16-14
Stokes, Billy & Beverly	910	Willow Creek Cir	R48079	1	23		<i>Billy Stokes</i>	10/13/14
Bounds, Robert (Bob) & Judy	915	Willow Creek Cir	R48084	1	7		<i>Bob Bounds</i>	10/13/14
Batts, Thomas & Stacy	916	Willow Creek Cir	R72313	1	22			
Andrews, Scott & Leah	921	Willow Creek Cir	R48083	1	6			
Hannon, Annette & Robert	922	Willow Creek Cir	R48078	1	21			
Brittain, Barry	927	Willow Creek Cir	R48082	1	5		<i>Barry Brittain</i>	10/13/14
Thibert, Donald & Karen	928	Willow Creek Cir	R48077	1	20		<i>Donald Thibert</i>	10/25/14
Barrett, Dean	933	Willow Creek Cir	R48081	1	4		<i>Dean Barrett</i>	10-6-14
Perez, Mike & Amelia	934	Willow Creek Cir	R48076	1	19		<i>Mike Perez</i>	10/11/14

PETITION

Willow Creek Estates - Section 1

We, the undersigned, do hereby declare that we are in favor of correcting the omission of the Declaration of Covenants from our Section 1 Declarations of Covenants, Conditions and Restrictions for Willow Creek Estates, Section 1, a Subdivision in Hays County, Texas, by creating a new "Declaration of Covenants" the same as those governing other sections of Willow Creek Estates and duly filing the document with the Hays County Clerk. This will legally bring Section 1 under the Willow Creek Homeowners Association, Inc. (WCHOA).

Legal Owner from Hays CAD	No.	Street	Hays CAD	Section	Lot #	Remarks	Signature	Date Signed
Schoff, John & Elizabeth	939	Willow Creek Cir	R48060	1	3		<i>John Schoff</i>	12/1/14
Mayhew, Merik & Barbara	940	Willow Creek Cir	R48075	1	18	May-Tin, Inc. is the legal name shown on the Hays CAD	<i>Merik Mayhew</i>	10/17/14
Fisher, Danney	943	Willow Creek Cir	R48059	1	2		<i>Dan Fisher</i>	11/24/14
Castillo, Joe	947	Willow Creek Cir	R48053	1	1		<i>Joe Castillo</i>	11/24/14
81 + 6 = 67 total lots in Willow Creek Section 1								