AMENDED COVENANTS AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS

That property owners in that tract of land, described and recorded on the 16th day of January 1973 in the Deed Records of Hays County, Texas in Vol. 255, Pages 856-872, and replatted into that certain subdivision known as Replat Section 9-B, Woodcreek, replat of said subdivision recorded in the office of the County Clerk of Hays County, Texas on the 11th of June, 1973 after having been approved as provided by law, and being recorded in Vol. 1, Pages 219- 220 of the Map Records of Hays County, Texas, and in the Deed Records of Hays County, Texas on the 14th day of June, 1973 in Vol. 156, Pages 459-476, and herein referred to as the Section, do hereby amend the Reservations, Restrictions and Covenants applicable to the Section, this amendment to become effective immediately upon its adoption by a vote of two-thirds of the property owners in Section 9-B, Woodcreek and the recording thereof of such adoption.

I

GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereinafter executed with respect to any property in Section Nine-B, Woodcreek shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred in any such instrument.

DEDICATION

2. The streets and roads shown on the recorded plat are for the sole and exclusive use of the owners of the lots in the Section. The Developer, his Successors and Assigns reserves the right to dedicate the streets and roads to the public at such time and the Developer, his Successors and Assigns, in its opinion, deems public roads and streets in the best interest of the Section.

RESERVATIONS

3.a. No interest in the oil, gas, or other minerals in, on, or under the property has been conveyed to Section property owners.

b. The utility easements shown on the recorded plats are dedicated with reservation that such utility easements are for the use and benefit of any public utility operating in Hays County, Texas, as well as for the benefit of the property owners of the Section to allow for the construction, repair, maintenance and operation of a system or systems of light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service necessary and proper. Utility easements are reserved for the width of five feet on all property lines bordering a street and five feet on all interior lot lines except where two or more lots are combined and to be used as only one building site.

c. The title conveyed to any property in the Section shall not be held or construed to include the title to water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities upon, under, along, across, or through such public utility easements; and the right (but not obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved by the Developer, its Successors and Assigns.

d. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved by the Developer, its Successors or Assigns.

e. Any utility, in making repairs, alterations or performing any type of construction, maintenance or repair on its lines contained in an easement, shall, upon completion thereof, restore the surface of the easement to the condition that existed prior to such work by the utility.

f. The Developer or his Successors or Assigns reserves the right at any time, and from time to time thereafter, to promulgate and impose restrictions (as well as vary and amend such restrictions) as to all or any portion of the unplatted, reserved or unrestricted areas of the Section on the aforesaid plat. Any such action by the Developer, its Successors or Assigns shall not, in order to be fully binding, require the joinder of any other person, whether such a person be an owner of property in the Section, a lienholder, a mortgagor, a Deed of Trust beneficiary or any other person.

DURATION AND AMENDMENTS

4. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with that land and shall be binding upon all persons or parties claiming under it or them for a period of ten (10) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of ten (10) years, the then owners of a majority of building sites in the Section shall have executed an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative ninety (90) days following the date on which it is executed and recorded with the County Clerk of Hays County, Texas. For purposes of this instrument a building site is defined as two or more adjoining lots upon which a dwelling is built or a single lot upon which a dwelling is built or which can accommodate a future dwelling.

ENFORCEMENT

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such has sustained by reason of the violation of such provisions. Any person against whom a proceeding is brought to enforce or prohibit any violation of these Covenants and Restrictions, expressly waives the right to prosecute or take any action, in law or in equity, against the entity complaining of their violation of the Covenants and Restrictions.

PARTIAL INVALIDITY

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect alter or impair any other provisions hereof which were not thereby held invalid; and such other provisions, including Reservations, Restrictions and Covenants, shall remain in full force and effect, binding in accordance with their term.

EFFECT OF VIOLATIONS ON MORTGAGES

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, Lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject to the provisions herein contained including said Reservations, Restrictions and Covenants.

II

ARCHITECTURAL CONTROL

BASIC RULE

1. No residence or other improvement of any character shall be erected or placed, or the erection thereof commenced, or changes made in the design thereof, or any addition made thereto, or exterior alteration made thereon, after original construction, on any property in the Section, until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements.

Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, selection and quality of materials, balance and harmony of exterior design with existing and/or proposed residences and location with respect to topography and finished grade elevation.

PROCEDURES FOR OBTAINING ARCHITECTURAL CONTROL APPROVAL

1.a. Applicant must submit to the Architectural Control Committee by registered or certified mail, return receipt requested, or hand delivered with proper cover letter, two (2) sets of working drawings showing size, foundation plan, floor plan, elevations, specifications, plot plan, septic or sewer tap permit, and proof that local water department agrees to provide water.

(1) Elevations must show all sides and types and color of all materials.
(2) Specifications shall be complete construction specifications.
(3) Plot plan must show building lines showing all setbacks, fencing, landscaping and location of the septic tank and leach bed, or location of engineered septic system, if central sewer system is not available at site.

b. The Architectural Control Committee will review and make a written response as to ACC approval, or with recommendations to meet deed restrictions requirements, and return one (a) set of drawings to applicant within eighteen (18) days of receipt.

c. Applicant will make any changes that are required and resubmit two (2) final sets of working drawings and specifications to the ACC.

d. The Architectural Control Committee will then review the plans and specifications and will either approve or reject. One (1) set of these plans and specifications will be returned to the applicant.

e. If and when approved, said documents will become documents by which residence or other improvements will be built. Upon receiving approval of these documents, the builder must commence construction within thirty (30) days of final approval, or approval will become void.

Any changes desired by the applicant, after approval as set out above, will require resubmission of the documents for approval. The revised documents, if approved, will then be the documents by which the residence or improvement will be built. The builder must then commence within thirty (30) days after final approval of the revised documents. Construction will be completed within six (6) months following final approval.

f. The Architectural Control Committee exercises the right to inspect the premises at any time during construction in order to ensure that all restrictions are being complied with, and that the residence is being built in conformance to the approved documents.

ARCHITECTURAL CONTROL AUTHORITY

2. The final authority to grant or withhold architectural control approval referred to above is vested in the Architectural Control Committee

EFFECT OF INACTION

3. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event the Committee exercising the prerogative of approval or disapproval fails to approve or disapprove in writing any plans, specifications, and plats submitted to it within thirty (30) days following such submission, such plans, specifications and plats shall be deemed approved and construction of such residence or improvement may be commenced and proceeded with in compliance with all such plans, specifications and plats, and all of the other terms and provisions hereof.

EFFECT OF APPROVAL

4. The granting of the aforesaid approval shall constitute only an expression of opinion that the terms and provisions hereof shall be complied with if the residence and/or improvements are erected in accordance with said documents, and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such residence and/or improvements are not constructed in accordance with such documents. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof

III

DESIGNATION OF TYPES OF LOTS

1. All lots 18-42, 51-61, 94, 114-120, 125-130, 137-141, 143, 145-147, 150-154, 160-165, 175-176, 208-211, 249-252, 266-267, as shown on recorded Replat Section 9-B are hereby designated as "Greenbelt Lots."

IV

GENERAL RESTRICTIONS

1. For the purposes of this instrument, the word "building site" or "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat: any esplanades or greenbelts (unless otherwise shown on the plat), the club area, any unrestricted or reserve areas shown on the plat.

2. None of the lots or the improvements thereon in the Section shall be used for anything other than single-family, private residential purposes. For each type of lot described in Section III, above, the living area of the main residential structure (exclusive of porches, whether open or screened, garage, terraces, driveways and servants' quarters) shall not be less than 1500 square feet for one-story dwellings. Two-story dwellings shall have a minimum of 2000 square feet, with no less than 1200 square feet on the ground floor. No dwelling shall exceed two stories. Log homes, A-frame structures, and any form of prefabricated or manufactured housing are prohibited.

Each dwelling construction shall include a garage, whether attached or detached. Detached garages will be connected (by covered breezeway or otherwise) with such single family residences, as will servants' quarters and/or guest quarters, if any. Garages will be fully enclosed with operable doors. Carports and lean-to structures will not be approved Driveways will be surfaced with concrete, asphalt, or other bituminous paving

Accessory buildings may be erected on lots otherwise designated in Section III, above, providing such structures are of permanent construction, are in consonance with the residence architecture and are inconspicuously located. An accessory building is defined as one incidental and secondary to the main building, such as bathhouse, greenhouse, workshop, tool shed or the like. No portable buildings or temporary structures will be permitted.

A minimum of fifty-five (55) percent of the exterior surface of the front elevation of each dwelling shall be rock, brick or stone. Mill finish, anodized or other shiny metal roofing material will not be permitted. Wooden shingles will not be permitted.

3. No building shall be located on any lot nearer than twenty-five (25) feet to the front street or nearer to the side street line than ten (10) feet. Subject to the provisions of paragraph 4, below, no building shall be located nearer than seven and one-half (7-1/2) feet to an interior side lot line. For the purposes of this Covenant, eaves, steps and unroofed terraces shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot; except that said eaves, terraces, etc., shall be considered a part of the building for the purposes of side street set-backs. Variations from these requirements as to building location may be granted by the Architectural Control Committee if the above requirements are not feasible, considering the terrain of the lot.

4. Any owner of two or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than ten thousand (10,000) square feet in area and this shall supersede any contrary restriction on the Section plat. Any modifications of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the committee. Upon any such required approval having been obtained, such combination of lots shall thereupon be regarded as a "building site" for all purposes hereunder. For purposes of voting, an owner is entitled to one vote for each building site owned. A building site is defined as two or more adjoining lots upon which a dwelling is built or a single lot upon which a dwelling is built or which can accommodate a future dwelling.

5. All lots in the Section shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance of nuisance to the neighborhood. No lot in the Section shall be used for any commercial, business or professional purpose, nor for church purposes.

6. No structure of temporary character, trailer, recreation vehicle, basement, tent, shack, garage, barn or other outbuilding shall be lived in on any lot at any time or used as a residence.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they do not constitute a nuisance and do not constitute a danger or potential or actual disruption of other lot owners, their families or guests. All dogs must be maintained within a fenced yard or on a leash.

8. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V, below, the following (as to any permitted wall, fence, planter or hedge) shall apply. No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, parallel to the side street. No rear wall, fence or hedge and no side wall, fence or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high.

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

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" new restrictions "

10. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all building sites on which a residence exists shall keep all grass and other landscape plantings thereon appropriately trimmed and cut. In no event shall any lot or building site be used for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, nor will the accumulation of garbage, trash or rubbish of any kind thereon be allowed. Any equipment used for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe manner and unless so burned, shall be removed by the lot owner.

Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front of the building, or in the case of a corner lot, the said building line facing the street. These vehicles shall not be parked in such a manner that they are offensive to the public. Disabled vehicles must be stored in a fully enclosed garage.

In the event of default on the part of the owner or occupant of any building site or lot in serving the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Architectural Control Committee may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said building site, and cause to be cut such weeds, grass or other landscaping plantings, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; the payment of such charge shall be secured by a lien on the property upon which the violation occurred.

11. No sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign, not exceeding two (2) feet by three (3) feet erected upon a post in the ground, and applicable to such lot alone, may be erected or maintained. Signs meeting the above criteria may only be erected on those lots on which a dwelling exists. No signs will be erected on vacant lots. The Committee shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal or in any way be liable for any accounting or other claim by reason of the disposition thereof.

12. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

13. No lot or building site shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm, or any bow and arrow or any other device capable of killing or injuring. Use of fireworks is not permitted.

14. No outside toilets will be permitted, and no installation of any kind of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being run directly to the ground surface or carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto.

15. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted on any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted on any building site or lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted on any building site or lot. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

16. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

17. Where underground utility services shall be available for said lots, no other surface utility wires shall be installed outside of any structure. Underground utility service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground lines and extending two and one-half (2-1/2) feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

V

SPECIAL RESTRICTIONS

2. In addition to the General Restrictions set forth in IV., above, the following restrictions shall apply to "Greenbelt Lots."

a. The Developer, his Successor and Assigns, shall have control over all improvements to be placed in the common areas and certain facilities common to all or part of the lots including, by way of example but not limited to, sewage systems, greenbelts, and recreational facilities. Such authority shall at all times be consistent and in the best interest for all parties concerned in the Greenbelt lot area.

c. If a Greenbelt easement is identified on a recorded plat crossing any lots, these easements are restricted from all fencing, building structure of any kind and can be used as a pedestrian easement for all property owners. However, these lot owners can extend these septic systems into these easements that are crossing their lots.

VI

MAINTENANCE FUND

Each lot in the Section is subject to an annual maintenance charge, currently at the rate of one hundred and twenty dollars ($120), for the purpose of creating and sustaining a Maintenance Fund, to be paid by the owner of each lot in the Section, except that those lots comprising a building site of two (2) or more lots on which a dwelling exists, accepted by the Woodcreek Property Owners Association as the occupant's homestead, will be assessed subject maintenance fee as a single lot. Maintenance fees are collected and dispersed by the Association.

Such maintenance fund shall be and remain in effect so long as the restriction hereinabove set out shall remain in effect and the continuation and extension of such restrictions in the manner provided therefor shall automatically extend this maintenance charge.

Any grantee, by accepting a conveyance of any property in said Section, agrees and consents to such maintenance charge, and to secure the payment of said charge, a vendor's lien is retained against the property so conveyed.

VII

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provision hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors, and assigns.