

THE STATE OF TEXAS                    }  
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  }        KNOW ALL MEN BY THESE PRESENTS  
  
COUNTY OF HAYS                       }

**AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR  
EAGLEROCK RANCHITOS SECTION 1 AND SECTION 2**

That property owners in that certain tract of land described and platted into that certain subdivision known as Eaglerock Ranchitos Sections 1 (One) and 2 (Two) hereinafter referred to as “The Sections”, plat of said subdivision recorded in the office of County Clerk of Hays County, Texas on the 8<sup>th</sup> day of May, 1984 after having been approved as provided by law, and being recorded in Volume 144, Pages 165-167 of the map records of Hays County, Texas, do hereby amend the Reservations, Restrictions and Covenants applicable to “The Sections” and that these amendments will replace existing Reservations, Restrictions and Covenants. These amendments to become effective immediately upon its adoption by a vote of fifty one percent of the then lot owners in Eaglerock Ranchitos Sections 1 and 2 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 “The Sections”, 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 to in any such instrument.
  
- 2 a. 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 Sections” to allow for the construction, repair, maintenance and operation of a system or systems of light and power, telephone lines, gas, water, cable, 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; 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.
- b. The title conveyed to any property in “The Sections” shall not be held or construed to include the title to water, gas, electricity, telephone, cable, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities upon, under, along, across, or through such public utility easements.
- c. 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.

**DURATION AND AMENDMENTS**

3. 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 amended or extinguished only by a written instrument containing the proposed amendment which has been approved by a vote of the owners of at least fifty one percent (51%) of the lots in "The Sections". Such a vote can only be taken after obtaining the approval of the Woodcreek Property Owners Association Architectural Control Authority and the Woodcreek Property Owners Association of Hays County, Inc. Board of Directors to the proposed amendment or extinguishments.

4. 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 provision, 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. It shall be lawful for any person or persons owning property in the sections to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions.

### **PARTIAL INVALIDITY**

5. 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 was 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 terms.

## **II.**

### **ARCHITECTURAL CONTROL**

#### **BASIC RULE**

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 Sections" until the obtaining of the necessary approval by the Woodcreek Property Owners Association Architectural Control Committee (WPOA ACC) 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 and 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.

#### **ARCHITECTURAL CONTROL AUTHORITY**

1. The final authority to grant approval for new home construction and/or fences, sheds, pools, decks, and additions is vested in the WPOA ACC.
2. No construction may commence without the required permit from the WPOA ACC. The permit must be posted at all times during construction of all improvements.

## **EFFECT OF APPROVAL**

3. 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.**

## **GENERAL RESTRICTIONS**

The General Restrictions set forth below shall be applicable to all of the lots in the “Sections”.

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), any golf course area, any unrestricted or reserved areas shown on the plat.
2. None of the lots or the improvements thereon in the “Sections” shall be used for anything other than single-family, private residential purposes. Except that a resident(s) can operate an office out of the home where operating such does not create a nuisance to the neighborhood; such as creating additional or excessive traffic to and from the residences, creating excessive noise or creating a health hazard. Under no circumstance can a resident operate a dog kennel or breed animals for sale or operate an auto repair or part installation business or any type business that is deemed to be a nuisance to the neighborhood. (There is no grandfather provision for this restriction).
3. The living area of the main structure of any residence (exclusive of porches, whether open or screened, garage or other parking facility, terraces/decks) shall not be less than 1,200 square feet for a one-story dwelling and 1,500 square feet for a two-story dwelling. Each dwelling shall include a garage, whether attached or detached. Garages will be fully enclosed with operable doors. Carports are permitted but shall not be used for storage of any items. Driveways will be surfaced with concrete, asphalt, caliche or gravel. (There is a grandfather provision for this restriction)
4. Only one, single-family residence shall be constructed or permitted on each such lot or homesite or separate parcel of land. (There is no grandfather provision for this restriction).
5. No garage or outbuilding erected on said premises shall be used as a residence or living quarters. (A grandfather provision exists where a garage has been converted to living space prior to the filing of these Amended Covenants and Restrictions)
6. No livestock of any kind shall be kept on any lot. All dogs must be maintained within a fenced yard or on a leash. Dogs with a history of vicious behavior are not allowed at any time on any lot or at any residence. Excessive barking of dogs is not allowed. (There is no grandfather provision for this restriction).
7. No mobile or manufactured housing will be allowed. (There is no grandfather provision for this restriction).
8. Placement of improvements must meet the setback requirements as shown on the recorded plats. However, WPOA ACC may grant variances as to setback requirements. (There is a grandfather provision for this restriction for previously approved improvements that do not meet the setback requirements).

9. All lots shall be kept at all times in a sanitary, healthful and attractive condition and the owner or occupant of all lots shall keep all grass and other landscape plantings thereon appropriately trimmed and cut. In no event shall any lot be used for storage of material or equipment except for normal residential requirements. Nor will the accumulation or garbage, trash or rubbish of any kind thereon be allowed. Outdoor burning must meet or exceed all county laws and regulations. (There is no grandfather provision for this restriction).
10. Boats, trailers, disabled vehicles are not to be stored on any lot unless screened from public view. The tarping of these type vehicles will not suffice for screening requirements. (There is no grandfather provision for this restriction).
11. No lot 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 devices capable of killing or injuring. (There is no grandfather provision for this restriction).

#### **IV.**

### **MAINTENANCE FUND**

Each lot in the "Sections" is subject to an annual mandatory maintenance charge of One hundred and Twenty Dollars (\$120.00) per year and to be paid on or before March 1<sup>st</sup> of each year for the purpose of creating and sustaining a Maintenance Fund. The maintenance charge shall be paid by the owner of each lot in the "Sections" except that those lots comprising a building site of two (2) or more lots and replatted into one (1) lot where a dwelling exists (and is the owner's homestead) will be assessed such maintenance fee as a single lot. Maintenance fees are to be paid to, collected and dispersed by the Woodcreek Property Owners Association of Hays County, Inc.

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

Any grantee, by accepting a conveyance of any property in said "Sections", agrees and consents to such maintenance charge, and to secure the payment of said charge, a vendor's lien may be retained against the property so conveyed for any and all delinquent fees.

#### **V.**

### **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 Woodcreek Property Owners Association of Hays County, Inc.

#### **IV.**

### **GRANDFATHER PROVISION**

Non-Compliant Improvements (Grand Fathered Improvements)

Improvements on lots that do not conform to these amended and restated covenants and restrictions as of May 1, 2009 are deemed to be in compliance with these restrictions.

**End**

