

STATE OF TEXAS {}

COUNTY OF HAYS {}

**DEED RESTRICTIONS
WIMBERLEY HILLS PROPERTY OWNERS ASSOCIATION**

KNOW ALL PERSONS BY THESE PRESENTS: that the following restrictions, covenants, and conditions are for the purpose of protecting the value and desirability in said subdivision and for the establishment and maintenance of a common area for all owners of lots within the subdivision.

RESTRICTIONS

1. **USE:** Except those areas designated as commercial, reserved in the recorded plat(s) of the subdivision, none of said tracts or the improvements thereon shall be used for anything other than single family private residential purposes. Short term rentals (those of durations less than 90 days) shall not be allowed. After the construction of a residence, it is understood that there also may be constructed additional out buildings, so long as each is of neat appearance. (See paragraph 5C)
2. **TRACT AREA:** No tract shall be subdivided.
3. **ARCHITECTURAL CONTROL COMMITTEE:** An Architectural Control Committee shall be appointed by the President and elected officers. It shall be the purpose of the Committee, in reviewing plans, specifications and plot plans, to ensure, for all owners, harmony of external and structural design and quality with existing structures.
4. **ROAD COMMITTEE:** The Road Committee appointed by the President and elected officers shall be responsible for the park and road maintenance as described in Paragraph 20 of these restrictions.
5. **STRUCTURES AND CONSTRUCTION GUIDELINES:**
 - A. The Board of Directors of the Association will establish construction guidelines and will be charged with enforcement thereof. (See Exhibit A)
 - B. No permanent dwelling shall be erected on any tract having a living area of less than 1500 square feet (when measured to exterior walls), exclusive of attached garage or other similar appendages. There will be no "A-Frame" design and the dwelling will not have more than two stories.
 - C. No improvements and/or additional construction shall be placed or altered on any tract until the building plans, specifications and plot plan showing the location of such improvements on the tract has been approved in writing by the Architectural Control Committee as to quality, workmanship and materials, harmony of exterior design with existing structures, and as to locations with respect to

topography and finished ground elevation. In the event the Architectural Control Committee disapproves of such improvements, plans, specifications and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address, which must be supplied, with the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters of thing disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph.

D. No structure shall be used until the exterior thereof, as approved pursuant to sub-paragraph "B and C" above, and sanitary sewage disposal facilities (complying with Paragraph 16 below), are completely finished.

E. No dwelling shall be located closer than fifty (50) feet from the front of the tract (meaning adjacent to the road), or 20 feet of either side line and back of the tract unless one structure is constructed on two adjacent tracts; however, upon written application to the Architectural Control Committee, a variance may be granted when the application shows "good cause" as to noncompliance due to construction hardship on a particular tract due to adverse topography, but in no instance shall any dwelling be constructed closer than thirty (30) feet from the front of the tract.

F. No other structure of temporary nature shall at any time be left on a tract except during construction of a permanent structure. No form of temporary housing may be occupied on any tract except during construction of a permanent structure, or thereafter on an occasional, temporary basis not to exceed two weeks in duration.

G. No mobile homes or other prefabricated dwellings shall be allowed on any tract. A mobile home is defined as a prefabricated permanent dwelling (e.g. a "house trailer," a "single wide," a "double wide") and is differentiated from recreational vehicles, both self-powered and towed. Recreational Vehicles are allowed on tracts, subject to the limitations elsewhere in this document, including sections 5F above, 5I and 13 below, provided that said RVs are registered to the home owner of said tract. If RVs, boats, utility trailers, etc. are kept on residential lots, they will be kept on locations that will not be visible from the street if such locations are available.

H. No structure with an exterior made of materials other than wood, stone, rock, brick, vinyl, aluminum siding or comparable form of masonry shall be allowed on any tract.

I. With reasonable diligence, and in all events within nine (9) months from the commencement of construction (unless completion is prevented by war, strike, or act of God, any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.

J. All construction of lot line fences will be restricted to the side and rear. The front fence must be at least twenty (20) feet from any frontage street. This construction will require the approval of the Architectural Control Committee.

6. **SIGNS:** Property "For Sale" or "For Rent" signs may be displayed. No other type of sign or advertising may be displayed.
7. **NUISANCES:** No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance.
8. **FIREARMS:** The use or discharge of firearms is expressly prohibited, as per Hays County and City ordinances.
9. **FIREWORKS/BURNING:** No fireworks of any kind shall be discharged within the subdivision. All burning must be in accordance with all applicable regulations, including the Hays County Fire Marshall's rules and regulations. If you have questions concerning burning, call Wimberley Volunteer Fire Department at 512-847-3536 or Hays County Non-emergency, 512-393-7800.
10. **GARBAGE AND TRASH DISPOSAL:** No tract shall be used as a dumping ground. Equipment for the storage of waste material shall be kept clean and sightly. The incineration of garbage on any tract in this subdivision is expressly prohibited
11. **ANIMALS:** No animals other than house pets are permitted. Pets will not be permitted to run loose in the community. They must be on leashes when off the owner's property. All pets must be kept in accordance with Hays County Animal Control ordinances.
12. **DRAINAGE STRUCTURES:** 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. Owners must maintain effective water flow.
13. **UNSIGHTLY STORAGE:** No unsightly storage shall be permitted that is visible from the streets. No boats, vehicles, or trailers shall be stored or kept for the purpose of repairs on any tract except in an enclosed garage or in facilities protected from the public's view or that of other residents.
14. **OFF-ROAD PARKING:** Both prior to and after the occupancy of a dwelling on any tract, the owner shall provide appropriate space for off-the-road parking for his vehicle or vehicles.
15. **DRIVEWAY CONSTRUCTION:** All driveway construction adjoining public roadways and within the public right-of-way shall be of the hot mix asphalt, asphalt surface treatment type, concrete or non-impervious surface; subject to approval of the Architectural Committee. No crushed stone is allowed in driveways.
16. **SEWAGE:** No outside toilet will be permitted except during construction. No installation of any kind for the disposal of sewage shall be allowed which would result in raw or untreated sewage being carried onto adjacent property. No means of sewage disposal may be installed or used except a septic tank or similar approved sanitary method of sewage disposal meeting the requirements of and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks or other sewage disposal facilities into any road, ditch, or surface easement, either directly or indirectly, is prohibited.
17. **UTILITY EASEMENTS:** A ten foot perpetual easement is reserved over and across all tracts on each side

thereof for the purpose of installing, repairing, and maintaining utilities to all tracts of the subdivision.

18. **PROPANE, BUTANE, and LPG:** All such tanks must be either enclosed with materials harmonious with the house or placed underground.

19. **PARK ACCESS:** Certain portions of the above-described property will be designated as Parks for the restricted use of residents. Vehicles are not to be driven into the park area other than adjacent to the road. All persons using this area must remove and dispose of any refuse upon leaving the park area.

20. **ROAD AND PARK MAINTENANCE:** For the purpose of maintaining property values, the Road Committee will also see that said roads and parks are maintained. Funding shall be obtained via an annual maintenance fee assessed to each property owner. The amount of this fee shall be variable, at the discretion of the Board, with the approval of the property owners via the following process.

- 1) The Base Rate as of adoption of this version of the Deed Restrictions is \$300.00.
- 2) Any changes in the Base Rate shall be recommended and communicated to the property owners 45 days prior to the Annual Meeting.
- 3) The property owners attending the Annual Meeting shall approve or disapprove (or amend at their discretion) the proposed increase or decrease in the Base Rate at the Annual Meeting. A quorum, per the By-laws, and a simple majority of votes will suffice to effect a change.
- 4) In the event that no change is approved at the Annual Meeting, or none is proposed, the Base Rate in effect will continue.
- 5) Property owners will be assessed at 100% of the Base Rate for the first lot owned, and 50% of the Base Rate for all contiguous lots owned.
- 6) Non-contiguous lots will be assessed at 100% of the Base Rate per lot.

This money shall be used to make improvements to the road and parks, provide legal aid in connection with the enforcement of the restrictions and pay for any other function of the Association under this declaration.

21. **ROADWAYS AND ROAD EASEMENTS:** Roadways and road easements are maintained by the neighborhood. Abuse of either - specifically including unnecessary abrupt vehicle stops and starts, driving vehicles off the roadway onto adjoining property other than via driveways, allowing or causing erosion of the roadbed by diverting drainage flows - is prohibited.

22. **SPEED:** Driving in excess of 25 mph on neighborhood streets is prohibited. Unsafe vehicle operation of any type on neighborhood roadways is prohibited.

23. **MOTORIZED TANDEM-AXLE VEHICLES:** Motorized tandem-axle vehicles are allowed in the neighborhood only on a temporary basis for deliveries and during construction. Long term or regular parking of any such vehicle in the subdivision is prohibited.

24. **COVENANTS RUNNING WITH THE LAND:** All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every tract, and shall be covenants running with the land. In order to prevent a breach or to enforce the observance or performance of same, The Wimberley Hills Property Owners Association shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction, either prohibitive or mandatory. The owner of any tract shall likewise have the right to either prevent a breach of any such restriction or covenant or to enforce the performance thereof.

25. **SPECIAL ASSESSMENTS:** In addition to the regular annual assessments provided for above (20), the Board may call for a special assessment whenever in the Board's opinion such a special assessment is necessary to enable the Board to carry out the mandatory functions of the Association under these restrictions, and the Association By-Laws. The amount of any special assessment will require a majority vote of the tract owners.

26. **OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS:** The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments, and shall be due for the calendar year and be deemed delinquent thirty (30) days after billing. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, (or if there is no such highest rate, then at the rate of one and one half (1.5%) percent per month) together with all costs and expenses of collection, including reasonable attorneys' fees. Owners Property Code will be followed in accordance with State of Texas law.

27. **ASSESSMENT LIEN AND FORECLOSURE:** Each Owner of any Lot, by accepting a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to, and hereby does covenant and agree to pay the Association all annual Assessments or charges and all special assessments. Such obligation to pay all annual assessments or charges and all special assessments or charges shall be a lien against each Lot within the Subdivision, which lien shall become effective upon the recording of the Declaration. All sums assessed, in the manner provided in this Article, together with interest as provided in Section 26 above and the cost of collection, including attorney's fees as herein provided, constitute a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase of or the improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the fact that sums are due under aforesaid Assessment lien, the Association may prepare a written notice of amounts due under such Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Hays County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same become due.

28. **ENFORCEMENT OF MAINTENANCE LIEN:** The Association shall have the power to sell a Lot at public sale at an auction held between the hours of 10:00 a.m. and 4:00 p.m. on the first Tuesday of a month, if the provisions of Section 51.002 of the Texas Property Code, as amended, are complied with. The Board of Directors of the Association is specifically granted the power to designate a trustee in writing to conduct the sale pursuant to Section 51.002 of the Texas Property Code, as amended. The designation of a trustee to conduct the sale shall be in writing, executed by an officer of the Association, and recorded in the County Clerk's Office of Hays County, Texas. Such trustee shall be authorized to sell the Lot against which the maintenance assessment is owed, to execute and deliver to the purchaser or purchasers good and sufficient

deeds of conveyance thereto by fee simple title, with covenants of general warranty, and the title of such purchaser or purchasers, when so made by the trustee, shall be warranted and defended forever by the Owner of such Lot sold. The trustee is also authorized to receive the proceeds of such sale which shall be applied to all reasonable costs and expenses of the sale, including attorney's fees and costs to obtain title evidence, and for all sums owed to the Association for maintenance or other Assessments secured by the lien herein described. At the option of the Association, with or without any reason, a successor substitute trustee may be appointed if such appointment is in writing and recorded in the County Clerk's Office of Hays County, Texas. Any such sale of a Lot pursuant to the provisions shall, without further notice, create the relation of landlord and tenant at sufferance between the purchaser of the Lot and the Lot Owner against whom the foreclosure proceedings were held. Upon failure of such former Lot Owner to surrender possession thereof immediately, the Lot Owner or such other person occupying the Improvements on the Lot may be removed by a writ of possession of the purchaser, either in the Justice of the Peace Court having venue, or in any other court hereafter having venue. The Association may additionally institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at any foreclosure sale, or other legal sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

29. **PARTIAL INVALIDITY:** Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect, in any way, the validity of all other covenants and restrictions all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and the Wimberley Hills Property Owners Association shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

30. **DURATION OF RESTRICTIONS:**

A. Restrictions and covenants herein provided for and adopted shall remain in full force and effect until January 1, 2026.

B. At the end of the term provided in 30A above, and at the end of each ten (10) year extension herein provided for, the restrictions and covenants shall automatically be renewed and extended for succeeding periods of ten (10) years each, unless amended as provided below.

C. These restrictions and covenants may be amended by a majority vote of the owners of tracts within the subdivision at least six months prior to the date at which they would automatically be extended. Amended restrictions and covenants shall be recorded in the County Clerk's Office of Hays County, Texas.

WIMBERLEY HILLS PROPERTY OWNERS ASSOCIATION

BY: Raymond Coy Poret Jr

PRESIDENT – Raymond Coy Poret, Jr.

December 24, 2021

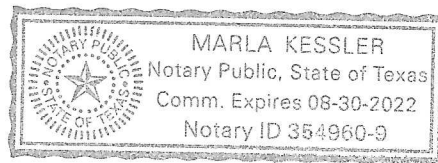
The State of Texas

County of Hays

This instrument was acknowledged before me on the 28th day of December 2021, by
Raymond Coy Poret, Jr. who personally appeared before me.

Marla Kessler

Notary Public, State of Texas



(Typed or stamped name of notary)

08/30/2022

My commission expires:

WIMBERLEY HILLS PROPERTY OWNERS ASSOCIATION

EXHIBIT

BY: Nora Linares-Moeller
PRESIDENT - Nora Linares-Moeller

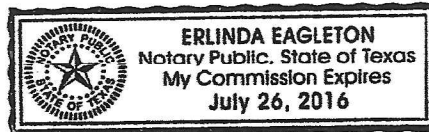
June 27, 2015

The State of Texas

County of Hays

This instrument was acknowledged before me on the 30 day of June, 2015, by
Nora Linares-Moeller who personally appeared before me.

Erlinda Eagleton
Notary Public, State of Texas



(Typed or stamped name of notary)

July 26, 2016
My commission expires:

EXHIBIT "A"

WIMBERLEY HILLS PROPERTY OWNERS ASSOCIATION Construction Guidelines - Wimberley Hills Subdivision

1. All construction materials and equipment of contractors will be kept, stored or placed completely within the property lines of the tract upon which construction is contemplated or in progress. A \$10,000 bond will be required to be posted by the construction contractor hired by the property owner.
2. All avenues of ingress or egress to the construction site on the tract to be built upon shall be within the property lines of said tract and shall connect directly to an existing road in the Subdivision. Passing across property lines of adjacent tract(s) to get to and from a construction site is strictly prohibited.
3. No fires shall be allowed on any tract for the purpose of burning trash, brush, construction materials, waste, junk or debris without notifying the Wimberley Volunteer Fire Department, 512-393-7339 or Hays County Non-emergency, 512-393-7800, prior to the commencement of such burning.
4. It shall be the responsibility of each tract owner and his/her contractor, builder or sub-contractors in ensure that all litter and debris be controlled and disposed of properly. As herein defined, litter and debris shall include lumber bindings, concrete sacks, plastic tarps and bags, food containers, drink containers, scrap boards and materials, and any other type of refuse to be found on the construction site.
5. During the construction period, as the need may arise to have concrete trucks at the construction site, it shall be the responsibility of the tract owner and his contractor(s) to ensure that the concrete delivery chute of the truck is washed down at the construction site before it re-enters any Subdivision asphalt road. The drainage of concrete slurry on any asphalt road in the Subdivision is expressly prohibited.
6. Sanitary facilities shall be provided on the job site for all workmen. This shall be done by either the lot owner or the contractor responsible for the construction workmen present. Defecating is strictly prohibited on lots adjacent to or near the tract upon which the workmen are laboring.
7. No native materials or vegetation shall be removed or altered from any tract in the Subdivision, except the lot upon which construction is to be commenced or has begun.
8. As soon as possible after house construction is commenced, it shall be the responsibility of the tract owner to contact the Wimberley Water Supply Corporation, Post Office Box 10, Wimberley, Texas 78676 or at (512) 847-2323, to apply for water services on the tract. A water meter must be installed prior to the time when water shall be needed for construction services. At no time shall one tract owner tap into an existing water service connection on an adjacent tract.
9. It is the responsibility of the homeowner to ensure that all construction meets all city, county and state regulations. It is specifically not the responsibility of the WHPOA to see that these are met.

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21070525

RESTRICTIONS

12/28/2021 01:30:45 PM Total Fees: \$58.00



Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas
