



Hays County

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays Government Center
712 S. Stagecoach Trail Ste. 2008
San Marcos, Texas 78666
512-393-7330

Receipt: 20-18435

Product	Name	Extended
RESTRICTIONS	RESTRICTIONS	\$46.00
	# Pages	7
	Document #	20025481
	Document Info:	WIMBERLEY SPRINGS COMMUNITY ASSOCIATION, INC.
SURPLUS	SURPLUS	\$4.00
	Misc Fee	\$4.00
Total		\$50.00
Tender (Check)		\$50.00
Check Number	1928	
Paid By	WIMBERLEY SPRINGS COMMUNITY ASSOCIATION, INC.	

Thank You

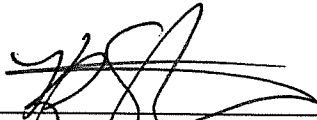
Notice of Amended Use Restrictions for Wimberley Springs Community Association

The Declaration of Covenants, Conditions and Restrictions for Wimberley Springs Community Association are recorded in the Official Public Records of Hays County in Volume 3076, Page 41 (the "WSCA Covenants"). This Notice of Amended Use Restrictions for the Wimberley Springs Community Association is filed of record to place all interested parties on notice that, pursuant to Section 3.2 of the WSCA Covenants, the attached Initial Use Restrictions were adopted at a meeting of the Board of Directors of the Wimberley Springs Community Association held May 30, 2020. The attached Initial Use Restrictions have replaced in their entirety the original Initial Use Restrictions attached as Exhibit C to the WSCA Covenants. All references in the WSCA Covenants to the Initial Use Restrictions shall hereafter be construed to reference the Initial Use Restrictions attached to this Notice. The effective date of the new Initial Use Restrictions is the date this Notice is recorded in the Official Public Records of Hays County, as set forth below. This Notice and the new Initial Use Restrictions apply to all properties subject to the WSCA Covenants.

The date of recording this Notice in the Official Public Records of Hays County is June 19, 2020.

WIMBERLEY SPRINGS COMMUNITY ASSOCIATION, INC.

By: _____


Ken Strange, President

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 19 day of June, 2020, by Ken Strange, a person known to me in his capacity as President of Wimberley Springs Community Association, Inc., on behalf of said corporation.



Notary Public, in and for the State of Texas

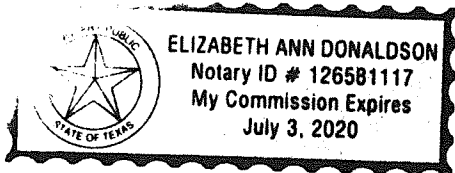


EXHIBIT "C"

Initial Use Restrictions

1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices or model homes for the Declarant or the Association consistent with this Declaration and any Supplemental Declaration), subject to applicable laws.
2. Prohibited Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:
 - (a) Posting of signs of any kind except those required by law, including posters, circulars and billboards; provided, one professionally lettered "for rent" or "for sale" sign may be displayed on a Lot being offered for lease or for sale if in accordance with any restrictions in size, coloring, lettering and placement of signs as may be adopted by the Board, the Architectural Review Committee and the Modifications Committee and if approved by the Architectural Review Committee or Modifications Committee;
 - (b) Subdivision of a Lot into two or more Lots after a subdivision plat including such Lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any Lot, except that the Declarant shall be permitted to subdivide or change the boundary lines of Lots which it owns and that an Owner of two adjacent Lots may combine them with the permission of the Declarant, provided that such Owner shall be entitled to all rights and subject to all obligations of membership in the Association for each originally platted Lot;
 - (c) Active use of lakes, ponds, rivers, streams, wetlands, or other bodies of water within the Properties or within any Golf Course, except that the owners of any Golf Courses and their agents, successors and assigns, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Area and except that the Board may allow use of non-motorized boats subject to any rules and regulations it may establish. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, rivers, streams, wetlands or other bodies of water within or adjacent to the Properties;
 - (d) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Dwelling Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;
 - (e) Occupancy of a Dwelling Unit by more than two persons per bedroom in the Dwelling Unit. For the purposes of this provision, "occupancy" shall be defined as staying overnight in the Dwelling Unit more than 30 days in any six-month period;
 - (f) Capturing, trapping or killing wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons or pets on the Properties or when authorized and supervised by the Board in accordance with a game management program and with the consent

of the Declarant as long as it owns any portion of the Properties or any Private Amenity, or may annex property pursuant to Section 9.1;

(g) Raising, breeding or keeping of animals of any kind, including livestock and poultry, except that for each Dwelling Unit there shall be permitted a reasonable number, as determined by the Board, of other usual and common household pets subject to compliance with applicable local codes. No pets shall be permitted to roam free outside the Dwelling Units. All pets outside Dwelling Units must be within a fenced enclosure located on the Owner's or Occupant's Lot or be under direct, physical control of a Person by means of a leash or similar restraint held by the Person and attached to the pet (electronic restraints such as electronic collars or electronic fences do not qualify as physical constraints). Pets which, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the Owners or Occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet.

(h) Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Properties or which result in unreasonable levels of sound or light pollution;

(i) Discharge of firearms or explosives within the Properties. The term "firearms" includes "B-B" guns, pellet guns, paint-ball guns, and other firearms of all types, regardless of size;

(j) Exterior antennae, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind unless reviewed and approved pursuant to Article IV; provided, the Declarant and the Association shall have the right, without obligation, to erect or install and maintain such apparatus for the benefit of all or a portion of the Properties; and further provided that approval shall not be required for the installation of one small and inconspicuous satellite dish antenna having a diameter of 18" or less which is installed in a side or rear yard adjacent to a Dwelling Unit and which is integrated with the Dwelling Unit and surrounding landscape;

(k) Conducting any Business or Trade (other than a customary temporary estate sale, moving sale, sale, or similar activity) except that an Owner or Occupant residing in a Dwelling Unit may conduct business activities which are commonly conducted within residential areas within the Dwelling Unit so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (B) the business activity conforms to all zoning requirements for the Properties; (C) the business activity does not involve visitation of the Lot or Dwelling Unit by clients, customers, or other business invitees or door-to-door solicitation of residents of the Properties; (D) the business activity does not involve deliveries of supplies, equipment or other materials by commercial vehicles to the Dwelling Unit other than deliveries from customary parcel or mail delivery services in a time and manner consistent with the residential character of the Properties; and (E) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

(l) Entering onto any property owned by the Declarant, including Lots under construction, the model home park or undeveloped land without permission or invitation by Declarant. Any unauthorized entry onto Declarant's property shall be trespassing and may result in criminal prosecution. Each Owner indemnifies and holds harmless Declarant for all losses, costs, expenses, injuries, liabilities or obligations arising from or relating to unauthorized entry onto Declarant's property by Owner or its tenants or invitees.

(m) Entry onto the Properties through the gated or other entries except as permitted by rules promulgated by the Board.

(n) Access or use of any website, blog or URL made available by the Association to the Owners or Occupants in violation of the Terms and Conditions thereof or any rules promulgated by the Board. Any use of the website, blog or URL made available by the Association to Owners or Occupants shall constitute acceptance of the Terms and Conditions posted on such website, blog or URL. Any unauthorized entry into or use of the computer systems, websites or software systems of the Association or Declarant shall be (a) a violation of this Declaration and (b) trespassing and conversion, which may result in criminal prosecution.

(o) This subsection shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties, including the designation and use of vacation cottages or units, if any. The leasing of a Dwelling Unit by Declarant shall not be considered a Business or Trade within the meaning of this subsection.

3. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Walls, dog runs, animal pens, or fences of any kind on any Lot except as approved in accordance with Article IV; provided, the Declarant and the Association shall have the right, without obligation, to construct and maintain fences on any portion of the Properties which they own;

(b) Open garage doors when the garage is not in use. Garage doors shall remain closed at all times except (i) when entering and exiting the garage, or (ii) for a reasonable period of time in day light hours while performing regular home maintenance activities (lawn maintenance, car washing etc). The Board may adopt rules defining what constitutes active use and the periods of time before and after such use when garage doors may remain open;

(c) Excessive exterior lighting on any Lot. The Board shall in its sole discretion determine whether any exterior lighting is excessive;

(d) Tents, shacks, or other structures of a temporary nature on any Lot except as approved in accordance with Article IV or as may be authorized by the Declarant during initial construction within the Properties. Approved temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair;

(e) Storage of furniture, fixtures, appliances, machinery, equipment, wood piles, or other goods and chattels not in active use on the Common Area or any portion of a Lot which is visible from outside the Lot, except as approved in accordance with Article IV;

(f) Storage of any material that could pollute surrounding areas, including, but not limited to, batteries, oil pans, and tires; and

(g) structures, fixtures, improvements or conditions prohibited by the Design Guidelines.

4. Leasing. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit by any person other than the Home Owner and the members of the Home Owner's household or the Home Owner's roommate, for which the Home Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling Units may be leased only in their entirety. No fraction or portion of a Dwelling Unit may be leased and no individual room or rooms of a Dwelling Unit may be leased separately from the remainder of the Dwelling Unit. No structure on a Lot other than the primary residential Dwelling Unit shall be leased or otherwise occupied for residential purposes, except that any Lot comprised of more than one acre of land may make residential use of such a structure for an ancillary use such as in-law suite or nanny suite, but not for independent leasing. There shall be no subleasing of Dwelling Units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing. No transient tenants may be accommodated in a Dwelling Unit. All leases of Dwelling Units shall be for an initial term of no less than 30 days. No lease of a Dwelling Unit shall permit the lessees to have more than two (2) persons over the age of 18 per bedroom overnight. Each lease of a Dwelling Unit for a term of less than twelve months shall contain a requirement that the occupants park solely in the driveway with no more than two (2) vehicles permitted overnight. The occupants of a lease of a Dwelling Unit with a term of less than twelve months shall not be entitled to use the Association's swimming pool or other Association amenities designated by the Board from time to time.

(a) Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(b) This Section 4 shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Properties or its use of any Lots or Dwelling Units which it owns within the Properties, including the Declarant's designation and use of vacation cottages or units for lease terms under 30 days (short term rentals), if any, provided that if the Declarant designates vacation cottages or units for short term rentals by the Declarant, such cottages or units may not be located adjacent to or on the same street as Dwelling Units owned by Home Owners. The leasing of a Dwelling Unit by Declarant shall not be considered a Business or Trade within the meaning of the Declaration.

5. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate

upon or adjacent to any Lot so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Properties. Woodpiles or other material shall be stored in a manner so as not to be visible from outside the Lot and so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other portion of the Properties. No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or might be unsafe or hazardous to any Person or property. No open fires shall be lighted or permitted on the Properties, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

6. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are approved in accordance with Article IV or as required by the applicable governing jurisdiction or trash collecting service. Uncovered recycling bins may be used if the applicable governmental agency or organization does not provide bins with covers. Such containers shall be kept inside garages or other structures on Lots except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. All composting devices or rain barrels shall be within a fenced yard or patio, be of a size, type and material approved in accordance with Article IV, and be shielded and located in accordance with Article IV.

7. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

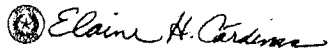
8. Protection of Minors. Individuals charged with, under indictment for, or convicted of a sexual offense involving a minor are not permitted in Common Areas where minors are likely to be present, as reasonably determined by Declarant.

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.

20025481 RESTRICTIONS
06/25/2020 03:03:00 PM Total Fees: \$46.00

 Elaine H. Cardenas

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