

**Amendment of Restrictions for  
Spoke Hill Property Owners  
May, 2017**

**The State of Texas  
County of Hays**

Whereas, Spoke Hill Development Company, Inc., a Texas corporation, filed restrictive covenants for SPOKE HILL, Section Two, a subdivision in HAYS COUNTY, TEXAS, according to the map or plat recorded in Volume 2, Page 95, Plat Records, Hays County, Texas, said restrictive covenants recorded in Volume 338, Page 487, Deed Record, Hays County, Texas (referred to herein as the “Original Restrictions”) Hays County Deed Records, and

Whereas, Lot 15 of Spoke Hill, Section Two, was resubdivided into Lot 15A and Lot 15B as shown and provided for on the plat recorded in Volume 6, Page 316, Plat Records, Hays County, Texas, and

Whereas, Lot 14 of Spoke Hill, Section Two, was resubdivided into two tracts as evidenced by those deeds recorded in Volume 2845, Page 303 and Document No. 16018539 of the Official Public Records of Hays County, Texas, and

Whereas, Spoke Hill, Section Three, a subdivision in Hays County, Texas, was created by the plat recorded in Volume 3, Page 371, Plat Records, Hays County, Texas, and

Whereas, an Amendment of Restrictions, was filed and recorded as Document No. 9929001 in the Official Public Records of Hays County, Texas (referred to herein as the “Amended Restrictions”), that imposed restrictive covenants on all of the properties covered by the above described instruments, and

Whereas, by instrument filed in Volume 3857, Page 171 of the Official Public Records of Hays County, Texas, additional restrictions were imposed on Lot 17, Spoke Hill, Section 2, a subdivision according to the map or plat recorded in Volume 2, Page 95, Plat Records, Hays County, Texas, and

Whereas, more than a majority of the fee simple owners of the lots of SPOKE HILL (being all of those lots described in and covered by all of the above mentioned and described instruments and collectively referred to herein as "SPOKE HILL"), so wish to amend and replace the above-referenced and described Original Restrictions and Amended Restrictions; **provided, however, and notwithstanding anything contained herein to the contrary**, it is understood and agreed that the additional restrictions imposed on Lot 17, Spoke Hill, Section 2 as referenced above, shall remain in full force and effect as set forth in Volume 3857, Page 171, Official Public Records, Hays County, Texas, in addition to those created in and imposed by this instrument.

Now, therefore, the undersigned fee simple owners of lots in SPOKE HILL, desire to create and carry out a uniform plan for the improvement and development of SPOKE HILL, such improvement and development being for the benefit of the present and future owners of said lots and for the protection of property values therein; and, to that purpose, the owners of all lots in said subdivision, hereby adopt and establish the following declarations, reservations, restrictions, covenants, conditions, and easements (collectively referred to herein as the "Restrictions") to apply uniformly to the use, improvement, occupancy and conveyance of all lots in SPOKE HILL, and all contracts to convey or deeds of conveyance of such lots shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions (regardless of whether or not the same is set out in full or by reference in said instruments.)

- 1. An Architectural Control Committee (referred to herein as the "ACC") shall be set up, composed of three, (3), members selected by the Spoke Hill Property Owners to advise, give counsel in matters of building, as well as to make sure that all new construction and improvement plans meet the standards set by the Spoke Hill Property Owners. Therefore, the design, location and construction of any main home structure, additional outbuildings, major landscaping construction, new or replacement fences, or other significant structures, replacements or improvements, must, before commencement of construction, be approved in**

writing by the ACC which shall have the authority to review all building plans, specifications, materials and other information related thereto. In the event the ACC or its designated representatives fail to act within thirty (30) days after such plans, specifications and materials have been acknowledged of having been received by failing to either approve or express reservations in writing to any such proposal, such approval will not be required and this covenant will be deemed to have been fully complied with; provided, however, and notwithstanding anything contained herein to the contrary, any failure to approve or express reservations in writing to such proposal shall not be considered authority to violate the Restrictions contained herein.

2. No house shall be built which does not contain at least 1600 square feet interior space. Carports, guest houses, greenhouses, playhouses or tool houses may be built outside of the main dwelling house, but the square footage of such buildings may not be included with that of the main dwelling to make up the 1600 square foot minimum required. Furthermore, all outside building shall be designed and built to conform with the main dwelling house in design and material.

3. No commercial building shall be built, nor any retail enterprise transacted on any lot in Spoke Hill.

4. No trailer, mobile home, motor home, recreational vehicle, camper, tent, shack or other such temporary building or shelter shall be placed, erected or maintained on the lot nor shall same be used as a residence, temporary or permanent, or shall any old or new prefabricated house be moved upon the lot for any purpose whatsoever.

5. No dwelling shall be located on any lot nearer than twenty-five, (25') feet to the exterior property lines, or nearer than fifteen (15') feet to any interior tract line provided, however, the front setback line shall be 50 feet minimum, from the front property line, effective as of the date of these amended restrictions. If one structure is constructed on a homesite consisting of more than one lot the combined area shall (for this purpose) be considered as one lot.

6. No building material or contractor's equipment of any kind shall be placed or stored upon any lot except during construction; and, then, such material and/or contractor's equipment shall be placed within the property lines of the lot on which the improvements are to be erected.

- 7. With reasonable diligence, and in all events within nine, (9), months from the commencement of construction (unless operation is prevented by war, strikes or acts of God) any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.**
- 8. No noxious or offensive activity shall be carried on or maintained on any lot in the subdivision, nor shall anything be done thereon which may be or become a nuisance.**
- 9. No lot shall be used as a dumping ground for rubbish or trash. Garbage and other waste material shall be kept in sanitary containers.**
- 10. No outside toilet will be permitted except during construction. No means of sewerage disposal may be installed or used except a septic tank or similar or improved 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 sewerage disposal facilities into any road, ditch or surface easement, either directly or indirectly, is prohibited.**
- 11. The sale of beer, liquor, other intoxicants or narcotics shall never be permitted on any lot. No part of any lot shall be used for malicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the United States of America, state of Texas, or county of Hays, or the police, health, sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy, or possession of the lot.**
- 12. Lot line fences constructed shall meet approval of the ACC of the Spoke Hill Property Owners.**
- 13. No lot shall be re-subdivided, effective as of the date of the amended restrictions.**
- 14. Pets must be kept properly restrained on owner's property in accordance with City of Wimberley and Hays County ordinances. Spoke Hill Property Owners want to acknowledge that restraint of a pet for our neighborhood includes an animal that is under verbal control while in the presence of the owner in the yard and neighbors on the street are not threatened. Areas where animals are sheltered must be kept clean and secluded from neighbors so as not to be a nuisance (unsightly, odorous, noisy, threatening) or interfere with neighbors. No livestock may be raised for commercial purposes. Chickens, not to exceed more than 10, are allowed to be raised or kept for personal use in compliance with the current City of Wimberley Ordinance No. 2013-021, which, among other things, prohibits the keeping of any rooster.**
- 15. No structure shall be occupied and/or used until the exterior thereof and sanitary sewage disposal facilities are completely finished.**

**16. No hunting shall be allowed in this subdivision. No firearms will be discharged in this subdivision except for protection of life limb or property under extreme emergencies.**

**17. Violations of any restriction, condition or covenant herein shall give the Spoke Hill Property Owners the right to pursue civil action against such violations, with the expenses incurred to be paid by the lot owner in question.**

**18. Invalidation of any covenant, restriction, etc., (by court judgement or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc., and 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 Spoke Hill Property Owners shall have the right to pursue civil action against such violation, with the expenses incurred to be paid by the lot owner in question.**

**19. Buyers of lots may drill a water well on their lot if they so desire. Such drilling is strictly limited to one, (1), well per lot.**

**20. No dam will be built on, no widening, excavations, deepening, altering or changing the course of the natural watercourse of any creek or stream in any manner without the written approval of the ACC of the Spoke Hill Property Owners.**

**21. No excavating or mining for any purpose that would alter the contour of the lot, other than home construction and/or appropriate improvements, shall be allowed without the written approval of the ACC of the Spoke Hill Property Owners.**

**22. No commercial signs shall be allowed on any lot except, "House/Lot for Sale," signs without the written approval of the ACC of the Spoke Hill Property Owners.**

**23. The objective of the Spoke Hill Property Owners is to preserve the nighttime dark sky by minimizing upward lighting and light trespass onto another's property. Low intensity, indirect lighting necessary for general illumination, safety and security is required for new and improved construction of homes, outbuildings, and landscaping. Neighbors are encouraged to follow the lighting guidelines established by the international Dark Sky Association.**

**The restrictions and covenants herein provided for and adopted shall remain in full force and effect until JANUARY 1, 2020, after which date, the restrictions and covenants herein provided for shall automatically be renewed and extended for successive 10 year periods, unless within six (6) months prior to the date that such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of sixty percent (60%) of the lots in the subdivision and shall have been recorded in the office of the COUNTY CLERK OF HAYS COUNTY, TEXAS, agreeing to change said restrictions and covenants, in whole or in part. In the instance of community property, signature of the husband and/or wife shall suffice.**

WITNESS OUR HANDS THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SPOKE HILL PROPERTY OWNER'S**

BY: \_\_\_\_\_

**Karen Nance, President, 2016-2018**

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me by Karen Nance, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Notary Public in and for the STATE OF TEXAS**

**My commission expires:**

\_\_\_\_\_

**CONTINUATION OF SIGNATORIES TO AMENDMENT OF RESTRICTIONS FOR SPOKE HILL SUBDIVISION**

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

<b>Owners of Lot(s)</b>	<b>Lot(s) Number(s)</b>	<b>Section</b>	<b>Signature(s)</b>
Phyllis Finnemore	1	2	_____ Phyllis Finnemore
Mike Perdue	1	2	_____ Mike Perdue

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

**THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Phyllis Finnemore and Mike Perdue  
, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.**

\_\_\_\_\_  
**Notary Public in and for the STATE OF TEXAS**

**My commission expires:**

\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Mary Kathryn Riddle	2	2	_____ Mary Kathryn Riddle

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Mary Kathryn Riddle, ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_



THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
John Donnally	3	2	_____ John Donnally
Phyllis Donnally	3	2	_____ Phyllis Donnally

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY John and Phyllis Donnally, ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
<del>Maksim</del> Max Gorbatenko _____	4	2	Max Gorbatenko
Cathleen Gorbatenko	4	2	_____ Cathleen Gorbatenko

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Max and Cathleen Gorbatenko, ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Philip Uhrhan	5	2	_____ Philip Uhrhan
Kathryn Uhrhan	5	2	_____ Kathryn Uhrhan

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Philip and Kathryn Uhrhan, ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
William Harrison	6	2	_____ William Harrison
Susan Harrison	6	2	_____ Susan Harrison

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY William and Susan Harrison, ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Leona Schobel	7	2	_____ Leona Schobel

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Leona Schobel , ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Sharon Carter	8	2	_____ Sharon Carter
John-Paul Zeller	8	2	_____ John-Paul Zeller

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Sharon Carter and John-Paul Zeller  
, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Mary Nall	9 & 10	2	_____ Mary Nall

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Mary Nall, ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Robert (Bobby) Henson	11	2	_____ Robert (Bobby) Henson
Pam Henson	11	2	_____ Pam Henson

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Bobby and Pam Henson, ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_



**THE STATE OF TEXAS**  
**COUNTY OF HAYS**

<b>Owners of Lot(s)</b>	<b>Lot(s) Number(s)</b>	<b>Section</b>	<b>Signature(s)</b>
<b>Martha Knies</b>	<b>12 &amp; 13</b>	<b>2</b>	_____ <b>Martha Knies</b>

**THE STATE OF TEXAS**  
**COUNTY OF HAYS**

**THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Martha Knies, ON THIS \_\_\_\_\_**  
**DAY OF \_\_\_\_\_ 2017.**

\_\_\_\_\_  
**Notary Public in and for the STATE OF TEXAS**

**My commission expires:**  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
C. W. Brun	14A	2	_____ C. W. Brun
Pat Brun	14A	2	_____ Pat Brun

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY C. W. and Pat Brun, ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Mark Barrett	14B	2	_____
Debra Barrett	14B	2	_____

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Mark and Debra Barrett, ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Frank Seifert	15A	2	_____ Frank Seifert
Gloris Seifert	15A	2	_____ Gloris Seifert

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Frank and Gloris Seifert , ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

<b>Owners of Lot(s)</b>	<b>Lot(s) Number(s)</b>	<b>Section</b>	<b>Signature(s)</b>
Jack Massengale	15B	2	_____ Jack Massengale

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

**THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Jack Massengale, ON THIS**  
\_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2017.**

\_\_\_\_\_  
**Notary Public in and for the STATE OF TEXAS**

**My commission expires:**  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
William T. Nance	16	2	_____ William T. Nance
Karen D. Nance	16	2	_____ Karen D. Nance

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY William T. and Karen D. Nance, ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Jeff Anderson	17	2	_____ Jeff Anderson
Cindy Anderson	17	2	_____ Cindy Anderson

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Jeff and Cindy Anderson, ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

Owners of Lot(s)	Lot(s) Number(s)	Section	Signature(s)
Jay Taylor	1 & 2	3	_____ Jay Taylor
Suzanne Taylor	1 & 2	3	_____ Suzanne Taylor

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Jay and Suzanne Taylor, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS

My commission expires:  
\_\_\_\_\_