

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WIMBERLEY SPRINGS
(ANNEXATION OF WIMBERLEY SPRINGS NEIGHBORHOOD 19
FORMERLY WOODCREEK, SECTION 19)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 13th day of December 2010, by Wimberley Springs Partners, Ltd., a Texas limited partnership (the "Declarant").

Recitals

A. On December 21, 2006, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Wimberley Springs recorded as Document No. 06038534 in Volume 3076, Page 41 of the Official Public Records of Hays County (the "Declaration");

B. Declarant desires to subject the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Additional Property") to the Declaration pursuant to Article X, Paragraph 10.1 of the Declaration.

C. The Additional Property was formerly known as Section 19, Woodcreek, was described and platted in that certain plat recorded in Volume 1, Pages 289-90 of the Plat Records of Hays County, Texas, and was subject to amended deed restrictions dated April 18, 2002 and recorded in Volume 1999, Page 117, Document No. 02013333 of the Official Public Records of Hays County, Texas (the "Original Restrictions").

D. Article I, Section 3 of the Original Restrictions provides that the Original Restrictions may be amended at any time on a vote of the owners of the lots in Woodcreek, Section 19. Article I, Section 3 of the Original Restrictions further provides that each lot owner will be entitled to one vote for each lot owned by that owner, except that, in the case of a building site formed by the joining of two or more lots, only one vote shall be allocated to such building site.

E. The owners of a majority of lots in the Additional Property desire to amend the Original Restrictions in accordance with Article I, Section 3 of the Original Restrictions and to have the amendments take effect on the recording of this Supplemental Declaration.

F. By a vote conducted between November 16, 2010 and December 10, 2010, the owners of a majority of the lots in the Additional Property voted to amend the Original Restrictions by restating the Original Restrictions in their entirety with the Declaration and this Supplemental Declaration. This vote was conducted in accordance with the provisions of Article I, Section 3 of the Original Restrictions, including without limitation the rules regarding combination of lots into building sites, and the allocation of a single vote to a building site.

G. Pursuant to Article I, Section 3 of the Original Restrictions, the provisions of the Declaration and this Supplemental Declaration will apply to the Additional Property on and after

the date of the recording of this Supplemental Declaration (the "Recording Date"). Following the Recording Date, the Original Restrictions shall no longer apply to the Additional Property.

H. RDMS Family Partners, Ltd. ("RDMS") was the prior Developer of the Additional Property. By Assignment dated April 23, 2001, RDMS assigned its rights as developer under the Original Restrictions to Wimberley Quicksand Partners, Ltd. By instrument filed with the Texas Secretary of State on October 12, 2005, Wimberley Quicksand Partners, Ltd. changed its name to Wimberley Springs Partners, Ltd, which is the Declarant. Declarant has recommended the adoption of this Supplemental Declaration as an amendment to the Original Restrictions.

Declaration

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the Additional Property to the provisions of the Declaration, and adds the Additional Property to the Properties subject to the Declaration. The Additional Property shall be forever held, transferred, used, owned, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Wimberley Springs Community Association, Inc., in accordance with the terms of the Declaration.

Article I. Definitions

The definitions provided in Article II of the Declaration are incorporated herein by reference.

Article II. Withdrawal of Property

The Declarant reserves the right to amend this Supplemental Declaration unilaterally at any time as long as it has the right to annex additional property to the Declaration pursuant to Article X thereof, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Additional Property of the Properties then owned by the Declarant, its affiliates or the Association from the coverage of the Supplemental Declaration and the Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

Article III. Private Water Systems; Maintenance of Service Lines

The construction of any private water system on any lot of the Additional Property is prohibited without the prior written approval of Declarant and Aqua Utilities, Inc., d/b/a Aqua Texas, Inc. The foregoing prohibition does not apply to a rain water catchment system serving the same property on which the rain water is collected. The lot owner of each lot in the

Additional Property is responsible for the maintenance, repair and replacement of any utility lines on such lot running from a house, dwelling unit, improvement or other structure to the curb box.

Article IV. Relation to Original Restrictions

This Supplemental Declaration and the Declaration are hereby substituted in lieu of the Original Restrictions. Articles III, IV and V of the Original Restrictions continue to affect the Properties without interruption and are restated in their entirety in **Exhibit "B"** attached hereto, subject to minor modifications to reflect different terminology. It is the intent of the Declarant and the majority of the property owners subject to the Original Restrictions that this Supplemental Declaration and the Declaration be construed as an amendment to the Original Restrictions and be afforded the same priority of recordation as the Original Restrictions. This Supplemental Declaration shall be afforded the same priority of recordation as the Original Restrictions with respect to all lots (whether or not owned by Declarant), streets, alleys, roads, parks, easements, or other properties contained within the Additional Property and all owners of any property interests therein. All persons seeking to enforce this Supplemental Declaration and the Declarations with respect to the Additional Property, including the Wimberley Springs Community Association, succeed to and benefit from the priority of recordation established by the Original Restrictions. By voting to approve the filing of this Declaration, the owners of a majority of the lots subject to the Original Restrictions have, by their affirmative vote, acknowledged and agreed that all procedural requirements to amend the Original Restrictions have been satisfied and completed and all actions by the Declarant and the owners of a majority of the lots in connection with such amendment are hereby ratified, confirmed and approved. Declarant succeeds to and hereby reserves all rights, title and interest reserved to the Developer under the Original Restrictions.

Article V. Streets and Roads

Declarant is the owner of the streets and roads contained in the Additional Properties and reserves the exclusive right, power and authority to (a) convey or dedicate all or some of the streets and roads to a governmental entity or the Association, (b) convey or dedicate easements in, on or under the streets and roads, and (c) re-plat, reconfigure, modify, vacate or abandon the streets and roads, subject to the existing recorded plat thereof and the approval of applicable governmental entities.

Article VI. Supplemental Use Restrictions

The Additional Properties are hereby made subject to the Supplemental Use Restrictions attached hereto as **Exhibit "B"**, which shall be applicable to all use of the Additional Properties, in accordance with and subject to the Declaration. The Supplemental Use Restrictions are additional Use Restrictions under the Declaration, but shall be applicable to the Additional Property only. All improvements existing on the date of this Supplemental Declaration in conformity with the Original Restrictions shall be deemed in conformity with the Use Restrictions of the Declaration and this Supplemental Declaration. In the event of a conflict

between the Supplemental Use Restrictions and the Use Restrictions in the Declaration, the Supplemental Use Restrictions shall control.

Article VII. Assessments

The Association may not impose Base Assessments on Lots within the Additional Property until January 1, 2012. Any assessments due from Lots within Additional Property under the Original Restrictions or other applicable agreement for the period of time prior to January 1, 2012 shall continue to be due without modification by this instrument. No assessments will be due from Lots within the Additional Property in relation to the Original Restrictions for any period of time after January 1, 2012. After January 1, 2012, the Declaration shall solely govern assessments imposed on Lots within the Additional Property.

Article VIII. Special Restrictions for Grandfathered Lots

Declarant recognizes that, as of the date of these Supplemental Declarations, certain Owners have already constructed Homes and improvements on Lots in reliance on the assessment caps and other policies in existence under the Original Restrictions and, as an accommodation to such Owners, declares as follows with respect to the Lots described on **Exhibit "C"** (the "Grandfathered Lots"), which shall be subject to the following special restrictions and rules (the "Special Restrictions"):

1. Limit on Assessments. Until the expiration of this Paragraph under Paragraph 5, the annual maintenance assessments imposed on Grandfathered Lots by the Association shall not exceed One Hundred and Twenty Dollars (\$120) and no other Street, Neighborhood or New Member Fee Assessments established by the Declaration may be imposed against the Grandfathered Lots. For purposes of clarity, it is agreed that if a single Dwelling Unit is located on more than one Grandfathered Lot, as described in Paragraph 4 below, then the annual assessments shall not be multiplied by the number of such Lots on which the single Dwelling Unit is located, but instead assessments shall be assessed as if such multiple, adjacent Grandfathered Lots, were a single Lot and the maximum aggregate liability of the Homeowner with respect to such multiple Lots on which the Homeowner's single Dwelling Unit is located shall be One Hundred and Twenty Dollars (\$120).
2. Non-Compliant Fences. Fences or similar improvements already in existence on a Grandfathered Lot as of the date of this Supplemental Declaration that do not comply with the Original Restrictions need not be modified to comply with the Original Restrictions or this Supplemental Declaration for so long as such fence or similar improvement is not substantially modified, repaired or reconstructed (at which time the non-complying fence or other improvement must be brought into compliance with this Supplemental Declaration).
3. Amendments to Special Restrictions. Amendments to these Special Restrictions may be made with the respect to a Grandfathered Lot only with the approval of both the Association and the owner of such Grandfathered Lot.

4. Single Dwelling Units Located on Multiple Grandfathered Lots. It is specifically agreed that if a single Dwelling Unit has been constructed on multiple, adjacent Grandfathered Lots, such multiple Grandfathered Lots will be treated for all purposes under the Declaration as a single Lot, including being assessed as a single Lot under Paragraph 1 for so long as only a single Dwelling Unit is located thereon.

5. Expiration of Special Restrictions. The limit on Assessments established in Paragraph 1 of these Special Restrictions shall automatically expire with respect to an individual Grandfathered Lot on the date the Grandfathered Lot is sold, transferred or conveyed by its current Owner to another Owner, whether by deed or otherwise. The grandfathering of non-compliant fences or similar improvements established by Paragraph 2 of these Special Restrictions shall continue indefinitely until the non-complying fence or other improvement is removed or substantially modified, repaired or reconstructed, at which time the grandfathering of such fence or improvement will automatically expire. Except as provided in the prior two sentences regarding automatic termination of these Special Restrictions, these Special Restrictions shall continue in effect indefinitely until and unless an amendment approving the termination of the Special Restrictions is signed by the Owner of the applicable Lot and the Association and recorded in the real property records of Hays County. No provision of the Declaration may supercede or change the terms of this Paragraph.

The Special Restrictions apply only to the Grandfathered Lots enumerated on Exhibit "C" and to none other. The Special Restrictions are intended to take precedence over any conflicting provisions in the Declaration or in this Supplemental Declaration, and to the extent that they conflict with any such provisions, these Special Restrictions shall control.

Article IX. Alternative Dispute Resolution

This Supplemental Declaration is subject to the dispute resolution, limitations on litigation and arbitration agreement set forth in Article XIII and Exhibit "D" of the Declaration. Any dispute relating to or arising from this Supplemental Declaration shall be finally resolved pursuant to the arbitration agreement contained in Article XIII of the Declaration.

Article X. Designation of Neighborhood

The Additional Properties are hereby designated (and shall be known as) Neighborhood 19 of Wimberley Springs.

Article XI. Special Amendment Rules

The special rules regarding amendments set forth in this Supplemental Declaration, including those contained in Article VIII, Paragraph 3, override any amendment provision to the contrary contained in the Declaration, the Bylaws or any other documents. For purposes of clarity, Declarant specifically and expressly agrees that, notwithstanding any other provision in any other documents, the Declarant may not unilaterally amend the Paragraphs cited in the prior sentence or the rules established by those Paragraphs.

IN WITNESS WHEREOF, Wimberley Springs Partners, Ltd., a Texas limited partnership, as Declarant, hereby executes this Supplemental Declaration by and through its authorized representative on the date and year first above written.

WIMBERLEY SPRINGS PARTNERS, LTD.

By: QUICKSAND OPERATING, INC.,
General Partner

By: *Winton Porterfield*
Winton Porterfield, General Manager

STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF HAYS

This instrument was acknowledged before me on this 13 day of December 2010, by Winton Porterfield, a person known to me in his capacity as General Manager of Quicksand Operating, Inc., the general partner of Wimberley Springs Partners, Ltd., on behalf of said limited partnership.

[SEAL]

Elizabeth Ann Donaldson
Notary Public, in and for
the State of Texas

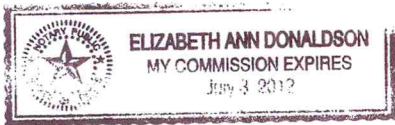


EXHIBIT "A"

THE ADDITIONAL PROPERTY

All of the approximately 108.60 acres, including all lots, tracts, roads, streets and other real property, described in or depicted on the plat recorded in the office of the County Clerk of Hays County, Texas, on March 26, 1974 and being recorded in Volume 1, Pages 289-90 of the Plat Records of Hays County (the "Original Plat"), said property being formerly known as Woodcreek, Section 19.

EXHIBIT "B"
Supplemental Declaration for Wimberley Springs Neighborhood 19
(formerly Woodcreek, Section 19)
Supplemental Use Restrictions

III.
DESIGNATION OF TYPE OF LOTS

1. All lots in Section Nineteen (19) that border a creek will be known as creek lots.
2. All other lots will be known as single-family lots.

IV.
GENERAL RESTRICTIONS

1. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes. After the construction of such residences, it is understood that there may also be constructed a garage, servants' quarters and/or guests' quarters, so long as the same are connected (by covered breezeway or otherwise) with, and used to conjunction with such single-family, private residence. For the purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat: the golf course; any esplanades or greenbelts, (unless otherwise shown on plat) the club area, any unrestricted or reserve areas shown on the plats.

2. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, drive-ways and servants quarters) shall not be less than 1500 square feet for a one-story dwelling, or 1800 square feet for a two-story dwelling.

3. No building shall be located on any lot nearer than twenty-five (25) feet to the front street line or nearer to the street side line than ten (10) feet. Subject to the provision of Paragraph 4, no building shall be located nearer than seven and one-half (7½) feet to an interior side lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a 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 purpose of side street set-backs. Variations from these requirements as to building location may be granted by the Architectural Control Authority if the above requirements are not feasible, considering the terrain of the lot.

4.

(a) Any owner of one 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 provision in

the Subdivision plat. Any modification 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 Developer until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, however, that for purposes of voting for the Committee an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

(b) Cottage Lots may have a building nearer than seven and one-half (7½) feet to an interior side lot line, subject to prior written approval of the Developer until the Committee is selected and thereafter, only with the prior written approval of the Committee (See Special Restriction V).

5. All lots in the Subdivision 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 or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer, is prohibited. No house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in or stored on any lot, unless completely enclosed by a garage.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, except, however, that a garage may contain living quarters for bonafide servants and except also that a field office, as hereinafter provided, may be established.

Until the Developer has sold all other lots in Woodcreek [now Wimberley Springs] (and during the progress of construction of residences in the Subdivision), a temporary field office for sales and related purposes may be located and maintained by the Developer (and/or its sales agents). The location of such field office may be changed, from time to time, as lots are sold. The Developer's right to maintain such field office (or permit such field office to be maintained) shall cease when all lots in Woodcreek [now Wimberley Springs], except the lot upon which such field office is located, have been sold.

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 are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer 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 well, 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 to 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 fence, wall or hedge and no side fence, wall 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.

10. 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 weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. Any incinerator or other equipment 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 building set-back line, or in the case of a corner lot, the side building line facing the street. These vehicles cannot be parked in such a manner that they are offensive to the public or Developer.

In the event of default on the part of the owner or occupant of any lot in serving the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the 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 lot, and cause to be cut, such weeds and grass, 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; however, the payment of such charge is not secured by any nature of lien on the property.

11. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Developer; and any such approval which is granted by the Developer may be withdrawn at any time by the Developer, in which event, the party granted such permission shall, within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Developer as

to design, not exceeding two (2) feet by three (3) feet erected on a post in the ground, and applicable to such lot alone, may be erected or maintained on such lot.

The Developer, until the Committee is selected, and thereafter, 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 of Woodcreek 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.

14. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being 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 and the Developer.

15. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any 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. 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. The Developers or any person, firm or corporation operating the golf course in the Subdivision shall not be held liable for any damages to any lot owner, their guests, or their heirs, administrators or assigns resulting from operation of said golf course.

18. Where underground utility services shall be available for said lots, no other surface utility wires will 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 (2½) 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

1. In addition to the General Restrictions set forth in IV. above, the following restrictions shall apply to all lots in Section Nineteen (19).

(a) The Developer 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, golf course pathways, golf cart pathways, green-belts, sewage system, utility easements, and recreational facilities.

(b) If a greenbelt easement is identified on a recorded plat crossing any lots, these easements are restricted from all fencing, building structures, of any kind and can be used as a pedestrian easement for all property owners.

(c) All lots in Section Nineteen (19) will require central sewage and are restricted against any other sewage disposal systems. The Developer will provide a central sewage plant and sewer mains to each and every lot. However, the lot owner will be responsible for an Environment One grinder pump, the installation of this pump, the tap into the sewage main, the connection charges and the use fees that will be charged by the Developer or his assignee. The type and installation of this grinder pump must meet the Developer's specifications.

EXHIBIT "C"

GRANDFATHERED LOTS

Lots, 2, 4-5, 11-12, 13, 14, 15, 19, 20, 25, 26, 29, 33, 34, 35, 36, 37, 41, 42, 43, 45-46, 50, 51, 53, 54, 55, 56-57, 61, 62, 64-65, 66, 68, 69, 71, 72, 73, 74, 75, 76, 78, 80, 87, 102-103, 106, 108, 136, 137, 138, 139, 140, 144, 145, 146, 148, 151, 152, 158, 159, 160, 167, 168, 169, 171, 172, 296 as shown on the plat recorded in the office of the County Clerk of Hays County, Texas, on March 26, 1974 and being recorded in Volume 1, Pages 289-90 of the Plat Records of Hays County (the "Original Plat"), said property being formerly known as Woodcreek, Section 19.