

**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 13<sup>th</sup> 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

