

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WIMBERLEY SPRINGS
(ANNEXATION OF WIMBERLEY SPRINGS NEIGHBORHOOD 17
FORMERLY INDIAN OAKS ESTATES, SECTION 17 OF WOODCREEK NORTH)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 8th day of March 2007, 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 Indian Oaks Estates and was subject to Deed Restrictions dated April 22, 1999 titled "Amended Deed Restrictions Indian Oaks Estates (formerly "Woodcreek Section 17") recorded as Document Number 9909763 in the Official Records of Hays County, Texas (the "Original Restrictions").

D. 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.

E. By a vote of the property owners duly taken following more than thirty (30) days prior notice and concluded on March 7, 2007, a majority of the owners of the lots subject to the Original Restrictions voted to amend the Original Restrictions by restating the Original Restrictions in their entirety with the Declaration and this Supplemental Declaration.

F. Declarant is the owner of more than a majority of the lots comprising the Additional Property and this Supplemental Declaration has been duly approved as an amendment to the Original Restrictions.

G. Declarant desires to subject the Additional Property to the Declaration pursuant to Article X, Paragraph 10.1 of the Declaration.

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. Relation to Original Restrictions

This Supplemental Declaration and the Declaration are hereby substituted in lieu of the Original Restrictions. Articles IV, V and VI 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 majority of the property owners 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 majority of the property owners 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 IV. 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 V. 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 VI. Assessments

The Association may not impose Base Assessments on the Additional Properties until January 1, 2008. Any assessments due under the Original Restrictions or other applicable agreement for the period of time prior to January 1, 2008 shall continue to be due without modification by this instrument. No assessments will be due from the Additional Properties in relation to the Original Restrictions for any period of time after January 1, 2008. After January 1, 2008 the Declaration shall solely govern assessments due from the Additional Properties.

Article VII. 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. With respect to any amenities owned by Declarant or the Association, no initiation or membership fee may be charged to the Owners of Grandfathered Lots for their right to use the amenities. 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 VIII. Special Rules Regarding Amendment of Existing Section 17 Subdivision Plat

In the event the Declarant seeks to amend the subdivision plat of Section 17 of Woodcreek North (Indian Oaks Estates), recorded in the office of the County Clerk of Hays County, Texas, on October 23, 1997 and recorded in Book 8, Page 46 of the Plat Records of Hays County (the "Existing Plat"), the amended plat must comply with the following provisions:

1. The areas designated as a "Fairway" on the Existing Plat shall be designated on the amended plat for use as golf course, open space, park with trails and amenities, or common area to be owned by the Association, provided that streets or private lots depicted on the amended plat may encroach up to ten feet (10') onto the area currently designated as a Fairway on the Existing Plat. This sub-paragraph shall not limit utility easements that may currently or in the future encumber the areas designated as "Fairway."

2. The local streets designated on the Existing Plat as "Peace Pipe", "Squaw Circle" and "War Bonnet" shall, subject to approval by the Hays County Commissioners Court or other applicable governing authority, be designated as private, gated local streets and shall thereafter remain as private,

gated local streets unless the owners of two thirds (2/3) of the Lots fronting a street (not including Lots owned by the Declarant) vote to dedicate that street to the public.

3. The owners of Lots subject to this Supplemental Declaration agree to support an amendment to the Existing Plat proposed by Declarant and execute documents reasonably necessary to evidence such support so long as the application to amend the Existing Plat (a) complies with this Article VIII, (b) is limited to residential development, golf course, open space, parks with trails and amenities, and common areas to be owned by the Association, and (c) modifies the boundaries only of Lots owned by the Declarant, its affiliates or its co-applicants to amend the Existing Plat.

4. This Article VIII may be amended only by the affirmative vote of the owners owning two thirds (2/3) of the Lots not owned by Declarant subject to this Supplemental Declaration and, until the expiration of the Class B Control Period, the Declarant.

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 17 of Wimberley Springs.

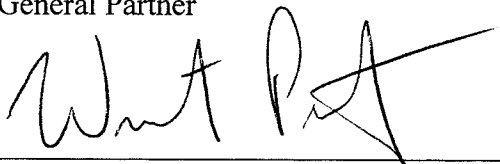
Article XI. Special Amendment Rules

The special rules regarding amendments set forth in this Supplemental Declaration, including those contained in Article VII, Paragraph 3 and Articles VIII, Paragraphs 2 and 4, 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, General Manager

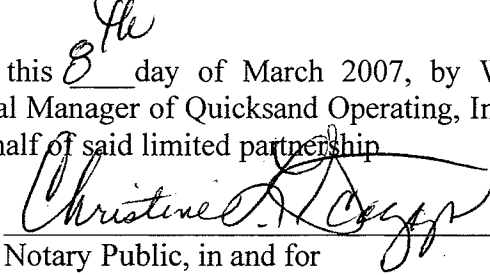
STATE OF TEXAS
COUNTY OF HAYS

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ACKNOWLEDGMENT

This instrument was acknowledged before me on this 8th day of March 2007, 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]



Notary Public, in and for
the State of Texas

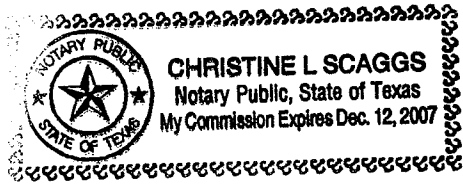


EXHIBIT "A"

THE ADDITIONAL PROPERTY

All of the approximately 35.36 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 October 23, 1997 and being recorded in Book 8, Page 46 of the Plat Records of Hays County, said property being formerly known as Section 17 of Woodcreek North (Indian Oaks Estates).

EXHIBIT "B"

Supplemental Use Restrictions for Wimberley Springs Neighborhood 17 (formerly Indian Oaks Section 17)

ARTICLE IV. DESIGNATION OF TYPE OF LOTS

1. All Lots shown on the recorded plat for the Additional Property are hereby designated as "Estate Lots."
2. All Lots that border the golf course will also be known as "Golf Course Lots."
3. All Lots will be single-family lots.

ARTICLE V. GENERAL RESTRICTIONS

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

2. The living area of the main residential structure (exclusive of porches whether open or screened, garage or other car parking facility, terraces, driveways and servant's quarters) on a Lot shall not be less than (a) 1,700 square feet for a one-story dwelling and 2,000 square feet for a two-story dwelling, or, if Hays County authorizes the Declarant to amend the Existing Plat to provide for such dwellings, then (b) one-story garden homes with no less than 1,500 square feet shall be permitted and all other dwellings to be constructed on Lots shall then be limited to 2,000 square feet for one-story dwellings and 2,600 square feet for two story dwellings. No dwelling shall exceed two stories. Log homes, A-frame structures and any form of prefabricated or manufactured housing are prohibited.

3. Each dwelling construction shall include a garage, whether attached or detached. Detached garages will be connected (by covered breezeway or otherwise) with such single family residences as will servants' quarters and/or guest quarters, if any. Garages will be fully enclosed with operable doors. Carports and lean-to structures will not be approved. Driveways will be surfaced with concrete.

4. No accessory building of any construction will be permitted on Golf Course Lots, except for Permitted Cabanas. For purposes of the preceding sentence a "Permitted Cabana" means a single story building used only for purposes customarily associated with a swimming pool that is situated on a Golf Course Lot and that is consistent with the architectural style and appearance of the main dwelling, located no closer than XX feet to the Golf Course, and no larger than YYY square feet. All Permitted Cabanas must be approved by the Modifications Committee prior to commencement of construction.

Accessory buildings may be erected on Lots not on the golf course, provided such structures are of permanent construction, are in consonance with the residence architecture and are inconspicuously located. An accessory building is defined as one incidental and secondary to the main building, such as bathhouse, greenhouse, workshop, tool shed or the like. No portable buildings or temporary structures will be permitted on any Lot. No above ground pools will be allowed on any Lots.

5. Each dwelling shall be at least two-thirds (2/3) rock, brick or masonry. Mill finish, anodized or other shiny metal roofing material will not be permitted. Wooden shingles will not be permitted.

6. No building shall be located on any Lot nearer than twenty-five feet (25') to the front property line or nearer to the street side property line than ten feet (10'). Subject to the provisions of Paragraph 7 below, no building shall be located nearer than six and one-half feet (6 ½') to an interior side lot line. For the purpose of these restrictions, 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, steps and unroofed terraces shall be considered a part of the building for the purpose of side street setback. Variations from these requirements as to building location may be granted by the Reviewing Body if the above requirements are not feasible, considering the terrain of the Lot.

7. 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 setback 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 nine thousand, five hundred square feet (9,500 sq. ft.) in area; this shall supersede any contrary restriction on the plat for the Properties. Any modification of a building site (changing such building site to or from a single lot building site or a multiple lot building site), whether as to size or configuration can be made only with the prior written approval of the Declarant until the Reviewing Body is selected and thereafter, only with the prior written approval of the Reviewing Body. 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 Reviewing Body an Owner shall be entitled to one (1) vote for each whole Lot within such Owner's building site.

8. All Lots shall be used only for single-family residential purposes. No Lot may be used for any adult book store or news stand, massage parlor, modeling studio or other establishment where women or men are engaged in other salacious activities, or any establishment selling or exhibiting obscene or pornographic materials. 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 Properties. No Lot shall be used for any commercial, business or professional purpose nor for any church purpose, provided that an Owner or Occupant residing in a dwelling may conduct business that is commonly conducted within residential areas within the dwelling 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; (B) the business activity conforms to any applicable zoning requirements; (C) the business activity does not involve visitation of the Lot by clients, customers, or other business invitees or door-to-door solicitation of residents of other Lots; (D) the business activity does not involve deliveries of supplies, equipment or other materials by commercial vehicles to the dwelling 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. Nothing shall prohibit the use of a dwelling for worship in small groups so long as (A) the existence or operation of the worship activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (B) the worship activity conforms to any applicable zoning requirements; (C) the worship activity does not involve visitation of the Lot by unreasonably large numbers of persons or cause any violation of traffic or parking rules; (D) the worship activity does not involve deliveries of supplies, equipment or other materials by commercial vehicles to the dwelling 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 worship activity is consistent with the residential character of the Properties and does not constitute a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the reasonable discretion of the Board. The renting or leasing of any improvements on any Lot or portion thereof, without the prior written consent of Declarant, is prohibited. No house trailer, camper trailer, camper vehicle, motor home or motor vehicle (or portion thereof) shall be lived in or stored on any lot, unless completely enclosed by a garage. Any boats not parked in an enclosed garage may only be parked to the rear of the front building line.

9. 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.

10. 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 in reasonable and customary numbers (subject to any limit that may be imposed by the Board) may be kept as household pets provided they are not noxious, offensive, vicious, do not constitute a nuisance and do not, in the reasonable judgment of the Association, constitute a danger of potential or actual disruption to other Owners, their families or guests. All dogs must be maintained within a fenced yard or on a leash. No Owner shall be permitted to raise, breed or keep animals of any kind, including livestock or poultry, for commercial or business purposes or to maintain any kennels or similar structures for multiple animals. All Owners shall comply with applicable governmental ordinances regarding pets and shall be responsible for any damage caused by their pets.

11. Where a wall, fence planter or hedge is not specifically prohibited under the Special Restrictions set forth in Article III below, the following shall apply as to any permitted wall, fence, planter or hedge:

No wall, fence, planter or hedge in excess of two feet (2') high shall be erected or maintained nearer to the front lot line than the front building setback 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 feet (6') high and must be approved by the Reviewing Body.

All fences are to be constructed of either stucco, rock, brick, masonry, decorative wrought iron or a combination of wood with any of the preceding materials. Wire type fencing (for side or back fencing only) will only be allowed at the discretion of the Declarant or the Reviewing Body. All fences must be in consonance with the residence architecture and shall not detract from the overall look of the Properties.

No object or thing which obstructs sight lines at elevations between two (2') and six feet (6') above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner Lots.

12. 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.

13. 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 slightly 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 setback lines, or in the case of a corner Lot, the said building line facing the street. These vehicles cannot be parked in such a manner that they are offensive to the Properties or to Declarant. Disabled vehicles must be stored in a fully enclosed garage.

In the event of the failure on the part of the Owner or Occupant of any Lot to abide by the covenants and restrictions contained in this Paragraph 13, and such failure continues after ten (10) days written notice thereof, the Declarant (until the Reviewing Body is selected, and thereafter, the Reviewing Body) 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.

Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the prior approval of the Declarant; and any such approval which is granted by the Declarant may be withdrawn at any time by the Declarant, in which event, the party granted such permission shall, within the period designated by the Declarant (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular Lot, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Declarant as to design, not exceeding two feet (2') by three feet (3') erected on a post in the ground, and applicable to such Lot alone may be erected or maintained on such Lot.

The Declarant, until the Reviewing Body is selected, and thereafter, the Reviewing Body, 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.

14. The digging of dirt or the removal of dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot.

15. No Lot 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. Use of fireworks is not permitted.

16. 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 run directly to the ground surface or 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 Declarant.

17. 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 subject to this Supplemental Declaration.

18. Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater.

19. The Declarant or any parson, firm or corporation operating the golf course or any common or recreational areas in the Properties shall not be held liable for any damages to any Lot Owner, their guests, or their heirs, administrators or assigns, or any property of same, resulting from operation of said golf course, common area or recreational areas.

20. Where underground utility services shall be available for said Lots, no other surface utility wires shall 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 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.

VI. SPECIAL RESTRICTIONS

1. In addition to the General Restrictions set forth above, the following restrictions shall apply to all Lots:

(a) The Declarant, its successors or assigns, 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, pathways, golf course, golf cart pathways, greenbelts, parks, pools, 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, buildings or structures of any kind and can be used as a pedestrian easement for all Lot Owners.

(c) No wall, fence, planter hedge or other improvements or objects shall be constructed or permitted nearer than twenty-five feet (25') to an exterior lot line bordering the golf course. The zone or area created by such setback shall be considered as a perpetual easement for the use of the Golf Course. The Owner of said Golf Course Lot shall not be held responsible or liable for any damages to any person, firm or corporation using said zone or easement created by the twenty-five foot (25') setback. Ingress or egress for the installation, inspection, repairs, replacement, removal and general recreational use of the Golf Course covering said twenty-five foot (25') zones or easement shall be allowed to the Declarant and to any party (whether singular or plural) designated by the Declarant or the golf course owner. Each Owner of a Golf Course Lot shall be allowed to use said twenty-five foot (25') easement for utilities such as underground sewer lines and grinder pumps, provided, however, that the area is replaced to its original condition.

(d) No building shall be located on any Golf Course Lot nearer than thirty-five feet (35') from the rear property line bordering the golf course.

(e) Lots 1 through 20 of the Properties, as reflected on the plat for the Properties, have a fifteen foot (15') utility easement effecting the rear of said Lots and no fence or any other obstruction can be built within this easement.

(f) Architectural control of new construction and modifications to existing dwellings shall be subject to the Declaration, including Article IV, after recording of the recording of this Supplemental Declaration.

All Lots will require central sewage disposal systems. The Declarant 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, or its equivalent, the installation of this pump, the tap into the sewage main, the connection charges and the use fees and any other charges that will be charged by the utility. The type and installation of this grinder pump must meet the Declarant's or utility's specifications.

EXHIBIT "C"

GRANDFATHERED LOTS

Lots 20, 25, 26, 41, 46, 47, 53, 54, and 60 as shown on the plat recorded in the office of the County Clerk of Hays County, Texas, on October 23, 1997 and being recorded in Book 8, Page 46 of the Plat Records of Hays County, said property being formerly known as Section 17 of Woodcreek North (Indian Oaks Estates).