

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR WIMBERLEY SPRINGS  
(ANNEXATION OF WIMBERLEY SPRINGS NEIGHBORHOOD 16  
FORMERLY SECTION 16 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 Section 16, Woodcreek North and was subject to Deed Restrictions dated December 3, 2001 titled "Reservations, Restrictions and Covenants of Section 16, Woodcreek North," recorded as Document Number 01030083 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, the owners of the majority 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 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 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 and Driveways. Fences, driveways, 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, driveway, or similar improvement is not substantially modified, repaired or reconstructed (at which time the non-complying fence, driveway, 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. Paragraph 1 of these Special Restrictions shall automatically expire with respect to a 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, driveways, or similar improvements established by Paragraph 2 of these Special Restrictions shall continue indefinitely until the non-complying fence, driveway, or other improvement is substantially modified, repaired or reconstructed, at which time the grandfathering of such fence, driveway, 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. Alternative Dispute Resolution**

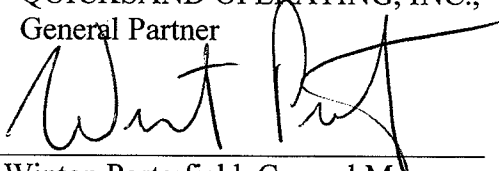
This Supplemental Declaration is subject to the dispute resolution, limitations on litigation and arbitration agreement set forth in Article XIII and Exhibit "D" of the Declaration. Any dispute relating to or arising from this Supplemental Declaration shall be finally resolved pursuant to the arbitration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

**Article IX. Designation of Neighborhood**

The Additional Properties are hereby designated (and shall be known as) Neighborhood 16 of Wimberley Springs.

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

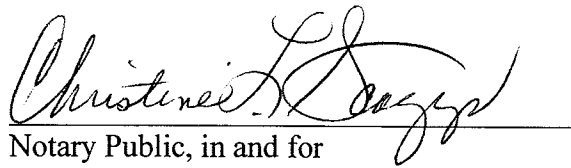
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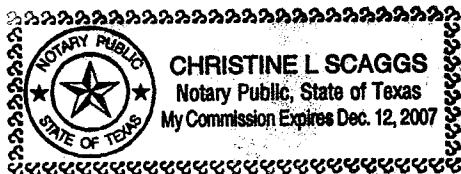
COUNTY OF HAYS

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 9<sup>th</sup> 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 158.7 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 20, 1978 and being recorded in Volume 2, Pages 11-A and 11-B of the Plat Records of Hays County, said property being formerly known as Section 16 of Woodcreek North. The Additional Property expressly includes all those portions of the 158.7 acres that were vacated from the plat of Section 16 of Woodcreek North on May 26, 1998.

**EXHIBIT "B"**  
**Supplemental Declaration for Wimberley Springs Neighborhood 16**  
**(formerly Section 16, Woodcreek North)**  
**Supplemental Use Restrictions**

**III.**  
**DESIGNATION OF TYPES OF LOTS**

1. Lots 47-48, 50, 52-53, 56-58, 60-68, 114-126, 128-132, 134-136, 140-141, 147-150, 164-166, 171-172, 175-176 and 197-213 shall be known as "**Golf Course Lots.**"
2. Lots 49, 54-55, 59, 69-90, 127, 133, 137-139, 142-146, 151, 162-163, 167-170, and 173-174 shall be known as "Standard Lots."
3. Lots TH 1-62 are 25 feet wide and shall be known as "**Townhome Lots.**"

**IV.**  
**GENERAL RESTRICTIONS**

1. A "building site" is defined as two (2) or more contiguous lots upon which a dwelling is built or as a single lot upon which a dwelling is built (or could be built).

The words "building site" or "Lot" shall not be deemed to include any of the following areas shown on the recorded plats: any esplanades or greenbelts (unless otherwise shown on the plat), the club area, or any unrestricted or reserve areas shown on the plats.

2. None of the Lots or the improvements thereon in the Section shall be used for anything other than single-family, private residences. For Golf Course and Standard Lots, as listed in Section III above, the living area of the main residential structure (exclusive of garages, breezeways, decks, screened porches, unscreened porches, terraces, driveways, guest houses, and servants' quarters) shall not be less than 2000 square feet for one-story dwellings. Two-story dwellings shall have a minimum of 2200 square feet, with no fewer than 1750 square feet on the ground floor.

Residences built on Townhome Lots shall not be less than 1200 square feet (heated space).

No dwelling shall exceed two stories. Log homes, A-frame structures, and all forms of pre-fabricated and manufactured housing are prohibited.

A minimum of seventy-five percent (75%) of each elevation of a dwelling shall be stone, brick, or stucco. Mill finish, anodized, or other shiny metal roofing material shall not be permitted. Wooden shingles and three-tab-type composition shingles shall not be permitted.

Each dwelling shall include a garage, whether attached or detached. Detached garages shall be connected (by breezeway or otherwise) with the main residence. Garages shall be fully enclosed with operable doors. The entrance to the garage shall be twenty-five feet (25') (or more) from the property line which parallels the street from which the garage is to be entered. Driveways shall be surfaced with concrete, asphalt, or other bituminous paving.

Accessory buildings may be erected, provided such structures are of permanent construction and match one exterior material and color of the main residence. Accessory buildings may not be located farther forward on the Lot than the back line of the main house and must comply with all setback regulations of the Section. An accessory building is defined as one incidental and secondary to the main building, such as bathhouse, greenhouse, workshop, tool shed, or such. No portable or temporary structures will be approved.

3. No building shall be located on any Lot nearer than twenty-five feet (25') to the front property line or nearer to the side property line than ten feet (10'). Subject to the provisions of paragraph 4 below, no building shall be located nearer than seven and one-half feet (7 ½') to an interior lot line, except that townhomes may be built to the side lot lines. For the purpose of this Supplemental Declaration Use Restrictions, eaves, steps, and unroofed terraces shall not be considered as part of the 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 purposes of side-street setbacks.

4. Any Owner of two (2) or more adjoining Lots may consolidate such Lots into one building site, with the privilege of 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 must be of not less than ten thousand (10,000) square feet in area, and this requirement shall supersede any contrary restrictions on the Section plat. Any modification of a building site, whether to size or configuration, may be made only with the prior written approval of the Reviewing Body.

5. All Lots in the Section shall be used only for single-family residences. 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 Section shall be used for any commercial, business, or professional purpose, nor for church purposes.

6. No trailer, recreational vehicle, basement, tent, shack, garage, barn, or other outbuilding or structure of temporary nature shall be lived in on any Lot, even temporarily.

7. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any Lot, except that dogs, cats, or other common household pets may be kept as household pets provided they do not constitute a nuisance, do not constitute a danger, and do not disrupt other Lot Owners, their families, or their guests.

All dogs must be maintained within a fenced yard or on a leash. The owner of any dog allowed to run loose will be subject to the agency possessing legal jurisdiction for enforcement.

8. Where a wall, fence, planter, or hedge is not specifically prohibited under the Special Provisions set forth in Article V below, the following requirements shall apply:

No wall, fence, planter, or hedge in excess of two feet (2') high shall be erected nearer to the front property line than the front building setback line. No rear or side wall, fence, planter, or



hedge shall be more than six feet (6') high, and no side fence shall extend farther to the front of the Lot than the front line of the house.

No object or thing which obstructs the sight lines at elevations between two feet (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.

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 or 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 building sites on which a residence exists shall keep all grass and other landscaping plantings thereon appropriately trimmed and cut. In no event shall any Lot or building site be used for storage of material or equipment except for normal residential requirements, nor will the accumulation of trash, garbage, or rubbish of any kind be allowed on any Lot.

Garbage and trash receptacles will be kept clean and sanitary and will be stored away from street view, preferably in the garage or behind the residence.

During the construction of improvements, no trash shall be burned on any Lot during a burn ban. When burning is permitted, it shall be done in a safe manner. Trash not 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 front property line than the front building line, or, in the case of a corner Lot, no closer than the building lines facing the front and side streets. These vehicles shall not be parked in such a manner as to be offensive to the public. Disabled vehicles must be stored in a fully enclosed garage.

In the event of the default of any Owner or Occupant in complying with any of the above requirements, the Reviewing Body may give written notice of such default to the Owner or Occupant. If after ten (10) days from delivery of the written notice the Owner or Occupant has not remedied the situation, the ACC may, without liability to the Owner or Occupant in trespass or otherwise, enter upon (or authorize one or more other persons to enter upon) said building site and cause to be cut such weeds, grass, or other landscape plantings, and remove or cause to be removed such garbage, trash, or other rubbish, or may 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; the payment of such charges shall be secured by a lien on the property upon which the violation occurred.

11. No sign, advertisement, billboard, or advertising structure of any kind other than a normal For Sale sign, not exceeding two feet (2') by three feet (3') and erected upon a post in the ground and applicable to such Lot alone, may be erected or maintained. 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.

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

13. No Lot or building site shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or other firearm, or for the use of bow and arrow or any other device capable of killing or injuring. The use of fireworks is not permitted in the Section.

14. No outdoor toilets will be permitted and no installation of any sort of device or equipment for the 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 by the proper governmental authorities having jurisdiction with respect thereto.

15. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted on any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted on any building site or 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 or Lot. At no time shall the drilling, usage, or operation of any water well be permitted on any Lot, except a Lot owned by Declarant.

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. 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 lines and extending two and one-half feet (2 ½') to each side of said underground lines shall be subject to excavation, refilling, and ingress and egress for the installations, 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

In addition to the General Restrictions set forth in Article IV above, the following restrictions shall apply:

1. No building, wall, fence, or other improvement or object shall be constructed or permitted nearer than twenty-five feet (25') to a rear lot line which borders the golf course. The zone or area created by such setback shall be considered as an easement for the use of the Woodcreek North golf course. The Owners of Golf Course and Townhome Lots shall not be 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 and egress for the general recreational use of the Woodcreek North golf course in said twenty-five foot (25') zone or easement shall be allowed to any party (whether singular or plural) designated by the golf course owner. Each Owner of a Golf Course or Townhome Lot shall be allowed to use said twenty-five foot (25') easement for a residential septic system.

2. Firewalls shall be built where walls of two townhomes adjoin.

**EXHIBIT "C"**

**GRANDFATHERED LOTS**

Lots 75-78, inclusive;

Lots 69-72, inclusive; Lots 121-123, inclusive;

Lots 127-128, inclusive; and

Lots 130-132, inclusive all as shown on the plat recorded in the office of the County Clerk of Hays County, Texas, on March 20, 1978 and being recorded in Volume 2, Pages 11-A and 11-B of the Plat Records of Hays County, said property being formerly known as Section 16 of Woodcreek North.