

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WIMBERLEY SPRINGS
(ANNEXATION OF WIMBERLEY SPRINGS NEIGHBORHOOD 23
FORMERLY SECTION 23 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 Woodcreek North, Section 23 and was subject to Deed Restrictions dated April 18, 2002 titled "Reservations, Restrictions and Covenants of Section 23, Woodcreek North," recorded as Document Number 02013499, Volume 1999, Page 884, 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. Article III of the Original Restrictions continues to affect the Properties without interruption and is restated in its 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. 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 VIII. Designation of Neighborhood

The Additional Properties are hereby designated (and shall be known as) Neighborhood 23 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: Wnt Pst
Winton Porterfield, General Manager

STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF HAYS

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]

Christine L Scaggs
Notary Public, in and for
the State of Texas

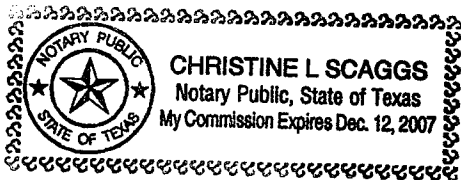


EXHIBIT "A"

THE ADDITIONAL PROPERTY

All of the approximately 22.7 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 November 3, 1977 and being recorded in Book 1, Page 383 of the Plat Records of Hays County, said property being formerly known as Section 23 of Woodcreek North.

EXHIBIT "B"
Supplemental Declaration for Wimberley Springs Neighborhood 23
(formerly Section 23, Woodcreek North)
Supplemental Use Restrictions

III.
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. 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 1500 square feet. A two-story home shall contain a minimum of 1500 square feet (exclusive of garages, breezeways, decks, screened porches, unscreened porches, terraces, driveways, guest houses, and servants' quarters), and, in addition, shall contain on the first floor no fewer than 1200 square feet (exclusive of garages, breezeways, decks, screened porches, unscreened porches, terraces, driveways, guest houses, and servants' quarters).

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

The front elevation (side) of the dwelling shall be stone, brick, or stucco. Mill finish, anodized, or other shiny metal roofing materials shall not be permitted. Wooden shingles and three-tab-type composition shingles shall not be permitted.

Each dwelling shall include a two-car 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 (25) feet 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 maybe built to the side lot lines. For the purpose of this Covenant, 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 front 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 commons 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 these restrictions, 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 front street view, preferable 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 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 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

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.

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.