

**DECLARATION  
PROPERTY OWNERS COMMITTEE  
SECTION 19, WOODCREEK NORTH  
WIMBERLEY, TEXAS**

We, the undersigned members of the Property Owners Committee of Section 19, Woodcreek North, in accordance with the provisions of Section 19 covenants and the recommendation of the Woodcreek Property Owners Association, have balloted the property owners in Section 19 and hereby verify receipt of more than two thirds (2/3) vote approving and adopting amended Reservations, Restrictions, and Covenants for said section as set forth in the attached document.

Validation of amended Reservations, Restrictions, and Covenants, as well as validation of procedures used in amending such Reservations, Restrictions, and Covenants, was provided by vote of the Board of Directors, Woodcreek Property Owners Association at a regular meeting on April 18, 2002, as duly recorded in the minutes of that meeting.

**PROPERTY OWNERS COMMITTEE:**

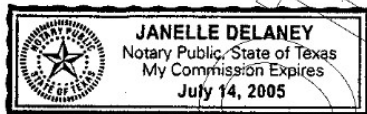
Barbara Hopson  
Barbara Hopson

Charles P. Henry  
Charles P. Henry

Philip J. Hines  
Philip J. Hines

THE STATE OF TEXAS }  
THE COUNTY OF HAYS }

Acknowledged before me this 18 day of April, 2002, by  
Barbara Hopson, Charles P. Henry, and Philip J. Hines.



Janelle Delaney  
Janelle Delaney, Notary Public, State of Texas

STATE OF TEXAS }  
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS

That property owners in that tract of land described and platted into that certain subdivision known as Section 19, Woodcreek, plat of said subdivision recorded in the office of the County Clerk of Hays County, Texas after having been approved as provided by law, and being recorded in Volume 1, Pages 289-290 of the Plat Records of Hays County, Texas, do hereby amend the Reservations, Restrictions, and Covenants applicable to the Section, this amendment to become effective immediately upon its adoption by a vote of two thirds of the lot owners (each lot having one vote) in Section 19, Woodcreek, and the recording thereof of such adoption.

1  
GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed, or Deed of Trust which may be hereinafter executed with respect to any property in Section Nineteen (19), Woodcreek, shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions, and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

RESERVATIONS

2. a. No interest in the oil, gas, or other minerals in, on, or under the property has been conveyed to Section property owners.

b. The utility easements shown on the recorded plats are dedicated with reservation that such utility easements are for the use and benefit of any public utility operating in Hays County, Texas, as well as for the benefit of the property owners of the Section to allow for the construction, repair, maintenance, and operation of a system or systems of light and power, telephone lines, gas, water, sanitary sewers, storm sewers, and any other utility or service necessary and proper. Utility easements are reserved for the width of five feet on all property lines bordering a street and for five feet on all interior lot lines except where two or more lots are combined and to be used as only one building site.

c. The title conveyed to any property in the Section shall not be held or construed to include the title to water, gas, electricity, telephone, storm sewer, or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities upon, under, along, across, or through such public utility easements.

d. Any utility, in making repairs or alterations, or in performing any type of construction, maintenance, or repair on its lines contained in an easement, shall, upon completion thereof, restore the surface of the easement to the condition that existed prior to such work by any utility.

DURATION AND AMENDMENTS

3. The provisions hereof, including the Reservations, Restrictions, and Covenants herein set forth, shall run with the land and shall be binding upon all persons or parties claiming under it or them for a period of ten (10) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years, unless, prior to the expiration

of any such period of ten (10) years, the then owners of 51% of the lots in the Section shall have executed an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative on the date on which it is executed and recorded with the County Clerk of Hays County, Texas.

An owner shall have one vote for each lot owned, 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 a building site.

**ENFORCEMENT**

4. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions, or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitory in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such has sustained by reason of the violation of such provisions. It shall be lawful for any person or persons owning property in the Section to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions. Any person against whom a proceeding is brought to enforce or prohibit any violation of these Covenants and Restrictions expressly waives the right to prosecute or take any action, in law or in equity, against the person or entity complaining of the violation of the Covenants and Restrictions.

**PARTIAL INVALIDITY**

5. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision, or otherwise, such partial invalidity shall not affect, alter, or impair any other provisions hereof which were not thereby held invalid; and such other provisions, including Reservations, Restrictions, and Covenants, shall remain in full force and effect, binding in accordance with their term.

**EFFECT OF VIOLATION ON MORTGAGES**

6. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien, or beneficiary of any such Deed of Trust; and any such Mortgage, Lien, or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject to the provisions herein contained, including said Reservations, Restrictions, and Covenants.

**II ARCHITECTURAL CONTROL**

**BASIC RULE**

1. No residence or other improvement of any character shall be erected or placed, or the erection thereof commenced, or changes made in the design thereof, an any addition made thereto, or exterior alteration made thereon, after original construction, on any property in the Section, until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements.

Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, selection and quality of materials, balance and harmony of exterior design with

existing and/or proposed residences, and location with respect to topography and finished grade elevation.

#### PROCEDURES FOR OBTAINING ARCHITECTURAL CONTROL APPROVAL

2.a. Applicant must submit to the Architectural Control Committee (ACC) by registered or certified mail -- return receipt requested --, or by hand delivery with proper cover letter, two (2) sets of working drawings showing size, foundation plan, floor plan, elevations, specifications, plot plan, septic or sewer tap permit, and proof that local water department agrees to provide water.

- (1) Elevations must show all sides of the structure and colors of materials.
- (2) Specifications shall be complete construction specifications.
- (3) Plot plan must show building lines, all setbacks, fencing, landscaping, and location of the septic tank and leach bed, or location of engineered septic system if central sewer system is not available at site.

b. The Architectural Control Committee will review and make a written response as to ACC approval, or with recommendations to meet deed restriction requirements, and return one (1) set of drawings to applicant with eighteen (18) days of receipt.

c. Applicant will make any changes that are required and resubmit two (2) final sets of working drawings and specifications to the ACC.

d. The Architectural Control Committee will then review the plans and specifications and will either approve or reject. One (1) set of these plans and specifications will be returned to the applicant.

e. If and when approved, said documents will become documents by which residence or other improvement will be built. Upon receiving approval of these documents, the builder must commence construction within thirty (30) days of final approval, or approval will become void.

Any changes desired by the applicant after approval as set out above will require resubmission of the documents for approval. The revised documents, if approved, will then be the documents by which the residence or improvement will be built. The builder must then commence construction within thirty (30) days after final approval of the revised documents. Construction must be completed within six (6) months following final approval.

f. The Architectural Control Committee exercises the right to inspect the premises at any time during construction in order to ensure that all restrictions are being complied with and that the residence is being built in conformance with the approved documents.

#### ARCHITECTURAL CONTROL AUTHORITY

3. The final authority to grant or withhold architectural control approval referred to above is vested in the Architectural Control Committee (ACC).

#### EFFECT OF INACTION

4. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event the Committee exercising the prerogative of approval or disapproval fails to approve or disapprove in writing any plans, specifications, and plats submitted to it within thirty (30) days following such submission, such plans, specifications, and plats shall be deemed approved, and construction of such residence or improvement may commence in compliance with all such plans, specifications, plats, and all of the other terms and provisions hereof.

EFFECT OF APPROVAL

5. The granting of the aforesaid approval shall constitute only an expression of opinion that the terms and provisions hereof shall be complied with if the residence and/or improvements are erected in accordance with said documents, and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such residence and/or improvements are not constructed in accordance with such documents. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

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, providing 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 (25) feet to the front property line or nearer to the side property line than ten (10) feet. Subject to the provisions of paragraph 4 below, no building shall be located nearer than seven and one-half (7 1/2) feet to an interior lot line, except that townhomes may be 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 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 Architectural Control Committee.

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 Section V below, the following requirements shall apply:

No wall, fence, planter, or hedge in excess of two (2) feet 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 (6) feet 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 (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a

line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted, or permitted to remain on corner lots.

9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the lot is visible to the public shall construct 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, 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 Architectural Control Committee 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 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 (2) feet by three (3) feet 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.

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 (2 1/2) feet 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.

#### IV MAINTENANCE FUND

Each lot in the Section is subject to an annual maintenance fee, currently at the rate of one hundred twenty dollars (\$120), for the purpose of creating and sustaining a Maintenance Fund. This \$120 fee shall be paid by the owner of each lot in the Section, except that a building site comprised of two or more lots on which a dwelling exists and which is accepted by the Woodcreek Property Owners Association as the owner's homestead will be assessed one maintenance fee for such site. An application must be submitted and approved by the WPOA Board of Directors in order to qualify for this exception.

Maintenance fees are collected and dispersed by the Woodcreek Property Owners Association. The maintenance fund shall remain in effect so long as the restrictions hereinabove set out shall remain in effect, and the continuation and extension of such restrictions in the manner provided therefor shall automatically extend this maintenance fee.

Maintenance fees are paid in advance for the coming calendar year and are due in full on or before January 31 of each year.

Any grantee, by accepting a conveyance of any property in said Section, agrees and consents to the annual maintenance fee. Woodcreek Property Owners Association may place a lien against any lot on which the maintenance fees is delinquent.



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: May 16, 2002 at 03:27P

Document Number: 02013333

Amount 27.00

By  
Rose Robinson  
Lee Carlisle, County Clerk  
Hays County

Unofficial Copy

Hays County  
Linda C. Fritsche  
County Clerk  
San Marcos, Texas 78666



70 2010 10034280

Instrument Number: 2010-10034280

As

Recorded On: December 13, 2010

OPR RECORDINGS

Parties: WIMBERLEY SPRINGS PARTNERS LTD

To

Billable Pages: 13

Number of Pages: 14

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

OPR RECORDINGS	64.00
Total Recording:	64.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2010-10034280  
Receipt Number: 261396  
Recorded Date/Time: December 13, 2010 08:27:08A  
Book-Vol/Pg: BK-OPR VL-4028 PG-663  
User / Station: S Breland - Cashiering #5

**Record and Return To:**

WINTON PORTERFIELD  
2500 FM 2325  
WIMBERLEY TX 78676



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Linda C. Fritsche*

Linda C. Fritsche, County Clerk

**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

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

#### **Article IV. Relation to Original Restrictions**

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

#### **Article V. Streets and Roads**

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

#### **Article VI. Supplemental Use Restrictions**

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

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

#### **Article VII. Assessments**

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

#### **Article VIII. Special Restrictions for Grandfathered Lots**

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

1. Limit on Assessments. Until the expiration of this Paragraph under Paragraph 5, the annual maintenance assessments imposed on Grandfathered Lots by the Association shall not exceed One Hundred and Twenty Dollars (\$120) and no other Street, Neighborhood or New Member Fee Assessments established by the Declaration may be imposed against the Grandfathered Lots. For purposes of clarity, it is agreed that if a single Dwelling Unit is located on more than one Grandfathered Lot, as described in Paragraph 4 below, then the annual assessments shall not be multiplied by the number of such Lots on which the single Dwelling Unit is located, but instead assessments shall be assessed as if such multiple, adjacent Grandfathered Lots, were a single Lot and the maximum aggregate liability of the Homeowner with respect to such multiple Lots on which the Homeowner's single Dwelling Unit is located shall be One Hundred and Twenty Dollars (\$120).

2. Non-Compliant Fences. Fences or similar improvements already in existence on a Grandfathered Lot as of the date of this Supplemental Declaration that do not comply with the Original Restrictions need not be modified to comply with the Original Restrictions or this Supplemental Declaration for so long as such fence or similar improvement is not substantially modified, repaired or reconstructed (at which time the non-complying fence or other improvement must be brought into compliance with this Supplemental Declaration).

3. Amendments to Special Restrictions. Amendments to these Special Restrictions may be made with the respect to a Grandfathered Lot only with the approval of both the Association and the owner of such Grandfathered Lot.

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

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

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

#### **Article IX. Alternative Dispute Resolution**

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

#### **Article X. Designation of Neighborhood**

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

#### **Article XI. Special Amendment Rules**

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

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

WIMBERLEY SPRINGS PARTNERS, LTD.

By: QUICKSAND OPERATING, INC.,  
General Partner

By: [Signature]  
Winton Porterfield, General Manager

STATE OF TEXAS

§  
§  
§

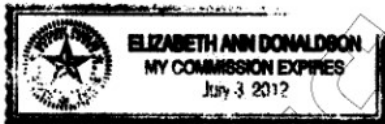
ACKNOWLEDGMENT

COUNTY OF HAYS

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

[SEAL]

[Signature]  
Notary Public, in and for  
the State of Texas





**EXHIBIT "A"**

**THE ADDITIONAL PROPERTY**

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

Unofficial COPY

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

**III.**  
**DESIGNATION OF TYPE OF LOTS**

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

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

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

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

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

4. (a) Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than ten thousand (10,000) square feet in area and this shall supersede any contrary provision in

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

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

5. All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer, is prohibited. No house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in or stored on any lot, unless completely enclosed by a garage.

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

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

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests. All dogs must be maintained within a fenced yard or on a leash.

8. Where a well, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V. below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge to excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, parallel to

the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high.

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

9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

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

In the event of default on the part of the owner or occupant of any lot in serving the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

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

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

The Developer, until the Committee is selected, and thereafter, the Committee, shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard, or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal or in any way be liable for any accounting or other claim by reason of the disposition thereof.

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

13. No lot of Woodcreek shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

14. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Developer.

15. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

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

17. The Developers or any person, firm or corporation operating the golf course in the Subdivision shall not be held liable for any damages to any lot owner, their guests, or their heirs, administrators or assigns resulting from operation of said golf course.

18. Where underground utility services shall be available for said lots, no other surface utility wires will be installed outside of any structure. Underground utility service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground lines and extending two and one-half (2½) feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees, or other obstructions.

**V.  
SPECIAL RESTRICTIONS**

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

(a) The Developer shall have control over all improvements to be placed in the common areas and certain facilities common to all or part of the lots including, by way of example but not limited to, golf course pathways, golf cart pathways, green-belts, sewage system, utility easements, and recreational facilities.

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

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

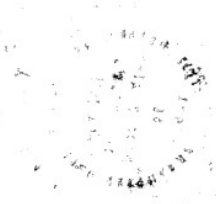
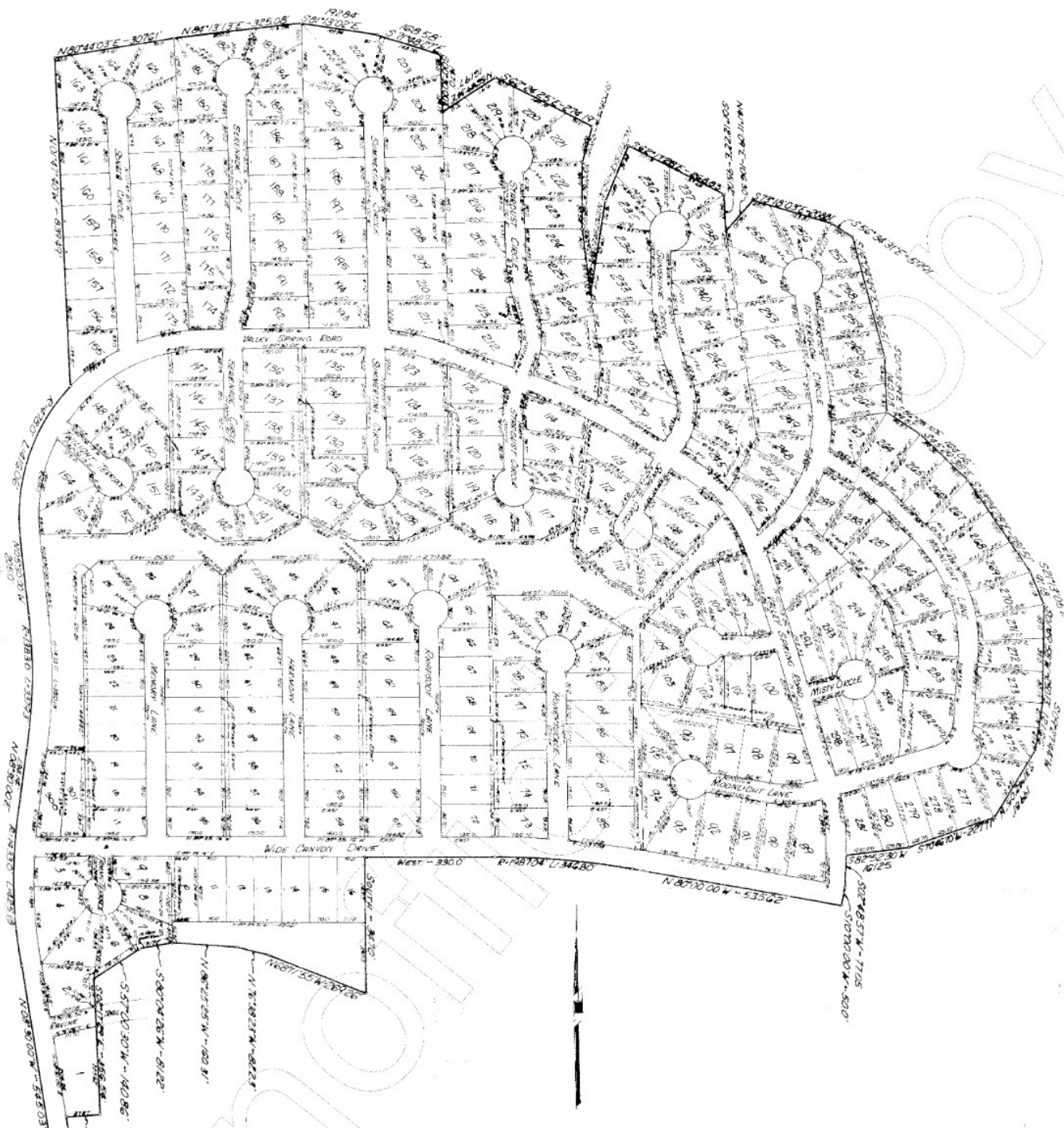
**EXHIBIT "C"**

**GRANDFATHERED LOTS**

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

# WOODCREEK

## Section-19



PROPOSED (2) - 20 Parcels  
 COUNTY OF TARRANT, TEXAS  
 COUNTY CLERK  
 TARRANT COUNTY, TEXAS  
 COUNTY CLERK

STATE OF TEXAS  
 COUNTY OF TARRANT  
 I, *[Signature]*, County Clerk of Tarrant County, Texas, do hereby certify that the foregoing plat of the proposed subdivision of the land described in the plat is a true and correct copy of the original plat as the same appears on file in my office.

STATE OF TEXAS  
 COUNTY OF TARRANT  
 I, *[Signature]*, County Clerk of Tarrant County, Texas, do hereby certify that the foregoing plat of the proposed subdivision of the land described in the plat is a true and correct copy of the original plat as the same appears on file in my office.

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299.1025