

*Amended plat copy - 4/1/04*

FILED

SEP 29 11 2: 21

CLERK  
CLERK OF DISTRICT COURT  
OKLAHOMA COUNTY COURTHOUSE  
MUSKOGEE, OKLA.  
*Jo Lillan*

AMENDMENT ONE TO  
DECLARATION OF  
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR . . . 18314  
THE PEBBLE CREEK DEVELOPMENT

AMENDMENT ONE TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE PEBBLE CREEK DEVELOPMENT BY PEBBLE CREEK DEVELOPMENT COMPANY, A TEXAS CORPORATION \* UNITED STATES OF AMERICA \* COUNTY OF BRAZOS \* STATE OF TEXAS

This amendment is made this 28 day of June, 1991, by Pebble Creek Development Company ("Declarant"), represented by Vice President A. P. Boyd. Declarant's address is P. O. Box 674, Bryan, TX 77806.

WHEREAS, on December 4, 1990, Declarant executed an instrument titled "DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE PEBBLE CREEK DEVELOPMENT COMPANY", and such instrument is filed for record in the records of Brazos County, Texas.

WHEREAS, Declarant desires to amend such instrument to clarify certain items contained therein.

NOW THEREFORE, such instrument referred to above is amended as follows:

1. Section D of Article 5.3 Basis and Maximum of Maintenance Assessment is deleted.

2. Article 5.4 is amended to read:

5.4 Special Assessments for Capital Improvements. In addition to the Maintenance Assessment outlined above, there may be levied, assessed or charged against each Lot or Unit, by the Board and in favor of the Association, in any assessment year, a Special Assessment applicable to that year only (and for the following year only if approved by the Members as hereinafter provided) only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of capital improvements comprising part of the Common Area, including, without limitations, fixtures and movable property related thereto, or any other major unanticipated cost incurred by the Association, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members voting in person or by proxy at a meeting duly called for that purpose, after notice, and with a quorum, all as provided in Section 5.5. Declarant is not permitted to vote as a Class A Member on any such special assessment for capital improvements. From and after January 1, 2010, a special assessment also may be imposed by the Board, in favor of the Association, in any assessment year for the cost of any construction or reconstruction of capital improvements comprising part of the Common Area, including, without limitation, fixtures and movable property related thereto.

3. Article 6.5 is amended to read:

6.5. Minimum Construction Standards; Inspections. The Architectural Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Architectural Committee shall not be bound thereby. In order to control the quality of construction and to reasonably insure that all residential construction (including the construction of the residence and all other improvements on the Lot) are constructed in accordance with (a) the Plat, (b) this Declaration, (c) Brazos County and other governmental regulation, (d) minimum acceptable construction standards as promulgated from time to time by the Architectural Committee, and (e) Architectural Committee regulations and requirements, the Architectural Committee may conduct certain building inspections and the Owner, in the construction of all improvements shall hereby be subject to such building inspections and building inspection policies and procedures as established from time to time by the Architectural Committee. A fee not exceeding \$50.00 per inspection may be charged to all Owners by the Architectural Committee to defray the expense of such building inspections and reinspections.

4. Article 6.7 is amended to read:

6.7. Notices of Completion and Noncompliance. Each Owner shall send a written notice of the completion ("Notice of Completion") of such Owner's construction of Improvements to the Architectural Committee and to the Association within fifteen (15) days after completion of such Owner's construction. If, as a result of inspections or otherwise, the Architectural Committee, at any time following the commencement of construction of Improvements, finds that any construction (a) has been done without obtaining the approval of the Architectural Committee, (b) was not done in conformity with the approved plans and specifications and plot plan or (c) is not being prosecuted in the manner required by this Declaration and applicable construction guidelines, the Architectural Committee shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Architectural Committee receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If for any reason other than Owner's act or neglect, the Architectural Committee fails to notify the owner of any noncompliance within sixty (60) days after receipt by the Architectural Committee and the Association of the Notice of Completion, the Improvements constructed by such Owner on the Lot, Unit or other land within the Pebble Creek Development shall be deemed in compliance with plans and specifications approved by the Architectural Committee if such Improvements were, in fact,

completed as of the date of the Notice of Completion. If, however, the Architectural Committee issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance within forty-five (45) days after receipt of the Notice of Noncompliance or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the case of a noncompliance which cannot reasonably be expected to be corrected within forty-five (45) days (provided that such Owner diligently continues the removal of such noncompliance) the Board may, at its option, record a Notice of Noncompliance against the Lot, Unit or other land within the Pebble Creek Development on which the non-compliance exists, and/or may take whatever legal action it deems necessary to obtain compliance including but not limited to injunctive relief.

5. Article 10.9 is amended to read:

10.9 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Pebble Creek Development so as to be evident to public view except signs as may be approved in writing by the Architectural committee. Three types of temporary signs are expressly excepted from this sign prohibition and are permitted with the approval of the Architectural Committee: a builder's sign, a lender's sign, and a real estate company's sign. The Rules and Regulations may regulate the dimensions, color, style and location of such signs and no sign not complying with the Rules and Regulations may be placed or maintained in the Pebble Creek Development.

6. Article 10.10 is amended to read:

10.10 Restrictions on Mining or Drilling. No residential lot within the Pebble Creek Development shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth except (i) drilling, exploring for or removing underground water by Declarant or any Person designated by Declarant for the purpose of providing water service to property within the boundaries of the Pebble Creek Development, (ii) if approved by the Architectural Committee, the necessary digging or removal of earth or other surface or subsurface material in conjunction with the landscaping or construction of Improvements within the Pebble Creek Development, and (iii) except any penetration into the sub-surface of Property within the Pebble Creek Development by any well, shaft or other excavation which is at a depth of not less than five hundred feet (500') below the natural ground level of such property and as to which the surface location of such well, shaft or other excavation complies with the ordinances of the City of College Station.

7. Article 10.15 is amended to read:

10.15 Restrictions on Water Systems. No individual water supply system shall be installed or maintained for any property within the Pebble Creek Development, except as may be installed by Declarant or a utility company providing water service to the property within the Pebble Creek Development.

In all other aspects, the instrument referred to herein remains unchanged and in full force and effect.

Executed this 28 day of June, 1991.

ATTEST:

John Wilson  
John Wilson, Asst. Secretary

PEBBLE CREEK DEVELOPMENT COMPANY

By A. P. Boyd  
A. P. Boyd, Vice President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 28 day of June, 1991, by A. P. Boyd, Vice President of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.

Carmen Seeb  
Notary Public, State of Texas  
My Commission Expires: 1-31-95



STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 28 day of June, 1991, by John Wilson, Assistant Secretary of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.

Carmen Seeb  
Notary Public, State of Texas  
My Commission Expires: 1-31-95



AFFIDAVIT

This is to certify that I concur with "AMENDMENT ONE TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE PEBBLE CREEK DEVELOPMENT" and "AMENDMENT ONE TO SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR PHASES IA, IB, AND IC, OF THE PEBBLE CREEK DEVELOPMENT". I also acknowledge receipt of a copy of the amendments.

Executed this 27<sup>th</sup> day of June, 1991.

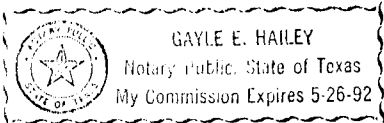
Jerry L. Bradshaw

Sandra S. Bradshaw

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 27<sup>th</sup> day of June, 1991, by Jerry L. Bradshaw

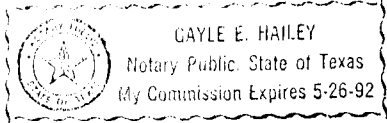


Gayle E. Hailey  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 27<sup>th</sup> day of June, 1991, by Sandra S. Bradshaw



Gayle E. Hailey  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

AFFIDAVIT

This is to certify that I concur with "AMENDMENT ONE TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE PEBBLE CREEK DEVELOPMENT" and "AMENDMENT ONE TO SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR PHASES IA, IB, AND IC, OF THE PEBBLE CREEK DEVELOPMENT". I also acknowledge receipt of a copy of the amendments.

Executed this 25<sup>th</sup> day of June, 1991.

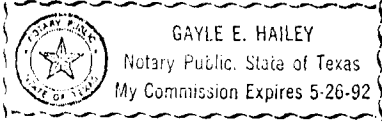
*D. B. Sears*

Resident Gayno West

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 25<sup>th</sup> day of June, 1991, by Dan B. Sears



*Gayle E. Hailey*  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the \_\_\_\_\_ day of June, 1991, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

AFFIDAVIT

This is to certify that I concur with "AMENDMENT ONE TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE PEBBLE CREEK DEVELOPMENT" and "AMENDMENT ONE TO SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR PHASES IA, IB, AND IC, OF THE PEBBLE CREEK DEVELOPMENT". I also acknowledge receipt of a copy of the amendments.

Executed this 27<sup>th</sup> day of June, 1991.

[Signature] [Signature]

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 27<sup>th</sup> day of June, 1991, by [Signature]

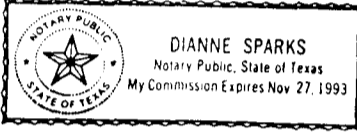


[Signature]  
Notary Public, State of Texas  
My Commission Expires: 11/27/93

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 27<sup>th</sup> day of June, 1991, by [Signature]



[Signature]  
Notary Public, State of Texas  
My Commission Expires: 11/27/93

AFFIDAVIT

This is to certify that I concur with "AMENDMENT ONE TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE PEBBLE CREEK DEVELOPMENT" and "AMENDMENT ONE TO SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR PHASES IA, IB, AND IC, OF THE PEBBLE CREEK DEVELOPMENT". I also acknowledge receipt of a copy of the amendments.

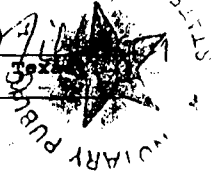
Executed this 26 day of June, 1991.

[Signature] S.M. Thakrar

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 26<sup>th</sup> day of June, 1991, by Melissa S. Milberger  
Mahendra O. Thakrar  
Melissa S. Milberger  
Notary Public, State of Texas  
My Commission Expires: 8-1-92



STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 26<sup>th</sup> day of June, 1991, by Melissa S. Milberger  
Shakrana M. Thakrar  
Melissa S. Milberger  
Notary Public, State of Texas  
My Commission Expires: 8-1-92



AFFIDAVIT

This is to certify that I concur with "AMENDMENT ONE TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE PEBBLE CREEK DEVELOPMENT" and "AMENDMENT ONE TO SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR PHASES IA, IB, AND IC, OF THE PEBBLE CREEK DEVELOPMENT". I also acknowledge receipt of a copy of the amendments.

Executed this 27 day of JUNE, 1991.

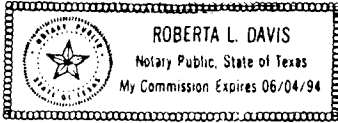
Ralph W. Coe

Tina D. Coe

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 27 day of June, 1991, by RALPH W. COE.

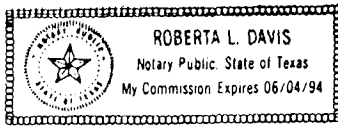


Roberta L. Davis  
Notary Public, State of Texas  
My Commission Expires: 6-4-94

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 27 day of June, 1991, by TINA D. COE.



Roberta L. Davis  
Notary Public, State of Texas  
My Commission Expires: 6-4-94