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SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND

COVENANTS FOR PHASES D AND E OF

THE PEBBLE CREEK DEVELOPMENT

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SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR PHASES D AND E OF THE PEBBLE CREEK DEVELOPMENT

* UNITED STATES OF AMERICA
*
* COUNTY OF BRAZOS
* STATE OF TEXAS

This Supplementary Declaration is made as of the 24 day of February, 1992 by Pebble Creek Develop Company, a Texas Corporation, hereinafter referred to as the "Declarant", represented herein by its Vice Presic P. Boyd. The address of the Declarant is P. O. Box 674, Bryan, TX 77806.

WHEREAS, Declarant declares that it is the owner of certain real property situated in Brazos County, ' described as set forth on Exhibit "A" annexed hereto and made a part hereof (said property being hereinafter sometimes referred to as the "Exhibit A Property"); and

WHEREAS, Declarant has recorded the "Declaration" (as hereinafter defined) in the Records of the Cou Clerk of Brazos County, Texas, subjecting the Exhibit "A" Property to all of the terms and conditions of the Declaration; and

WHEREAS, Declarant further declares that it desires that the Exhibit A Property, together with other property in the same general area which may subsequently be associated with the Exhibit A Property for a simi purpose, be owned, held, sold, conveyed, transferred, leased, mortgaged, occupied, maintained, altered and impr subject to certain reservations, restrictions, covenants, charges, liens, and easements as part of a general schem development of such properties as a planned residential community accommodating a mix of single family reside dwellings pursuant to a common and general plan for the benefit of Declarant and subsequent owners and occu such properties in order to protect and enhance the quality, value and desirability thereof; and

NOW THEREFORE, Declarant further declares that the Exhibit A Property shall be held, transferred, conveyed, leased, occupied and used subject to the following reservations, restrictions, covenants, charges, liens, easements which are for the purpose of protecting the value and desirability of and which shall run with title to real property made subject to this Declaration and this Supplementary Declaration, and which shall be binding c parties having any right, title or interest in the immovable property made subject to this Declaration or any por thereof, and their respective heirs, successors, successors-in-titles, assigns, and shall inure to the benefit of each thereof and where provided herein, shall benefit the property on which the Pebble Creek Development is locate

1. DEFINITIONS: As used herein, the following terms shall have the following meanings:

1.1 Association shall mean that automatic membership, Texas non-profit corporation made up of those p defined as "Owners" in the Declaration, and called the Pebble Creek Development Owners Association, Inc.

1.2 Board shall mean the Board of Directors of the Association.

1.3 Commercial Builder shall mean the Owner of an unimproved Lot who holds title for the purpose of b improvements thereon, and the subsequent sale or rental for occupancy.

1.4 Common Area shall mean all real property (including but not limited to the improvements and perso property thereon and assessments) owned, held or maintained by the Association for the common use and enjoy of the Owners and occupants of Lots and Units.

1.5 Community shall mean Phases D and E of the Pebble Creek Development according to the plats (collectively, the "Plat") of such subdivision recorded in the Office of the County Clerk of Brazos County, Texas, amended from time to time.

1.6 Declarant shall mean Pebble Creek Development Company and its successors and assigns. A person entity shall be deemed a successor and assign of Pebble Creek Development Company, as Declarant only if such or entity is specifically designated in a duly recorded instrument as a successor and assign of Declarant under thi Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests Declarant under this Declaration which are specifically designated in such written instrument. However, a succe Pebble Creek Development Company, by consolidation or merger shall automatically be deemed a successor or as of Pebble Creek Development Company, as Declarant under this Declaration.

1.7 Declaration shall mean (i) that certain Declaration of Easements, Restrictions, and Covenants for Th Pebble Creek Development recorded in Volume 1225, Pages 1 through 31 in the Office of the County Clerk of Br County, Texas, and (ii) any amendments thereto, including any Supplementary Declarations imposing restrictions easements, or covenants against this Community.

1.8 Golf Course Lot shall mean and refer to the Lots adjacent to the golf course of the Pebble Creek Development.

1.9 Governing Documents shall mean (i) in the case of the Association, the Declaration, the Supplementary Declarations, if any, other than this Supplementary Declaration, and the Articles of Incorporation and By-Laws of the Association, as the same may be amended from time to time and filed of record, if applicable, and (ii) in the case of the Community, this Supplementary Declaration as the same may be amended from time to time and filed of record, if applicable. In the event of conflict or inconsistency between an Association Governing Document and a Community Governing Document, the Association Governing Document shall control to the extent permitted by Law. If, however, a Community Governing Document is more restrictive than an Association Governing Document with respect to the permitted use of Lots or Units, then the Community Governing Document shall control. One Governing Document's lack of a provision in respect of a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

1.10 Improvements shall mean all structures and any appurtenances thereto of every type or kind, including, but not limited to, buildings, out-buildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structures, additions, walkways, bicycle trails, sprinkler pipes, garages, carports, roads, driveways, parking areas, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior tanks, solar energy equipment, exterior air conditioning fixtures and equipment, exterior lighting, recreational equipment and facilities, and landscaping which is visible from land within the Pebble Creek Development, other than the Lot, Unit or land within the Pebble Creek Development on which the landscaping is located.

1.11 Lot shall mean a lot or parcel of land in the Community with the exception of the Common Area, as shown upon the latest recorded subdivision plat.

1.12 Member shall mean an Owner of a Lot or Unit in the Community who is accordingly a member of the Association.

1.13 Notice shall mean the form of notice provided by law, from time to time, for meetings of members of Texas non-profit corporations; provided that, if more than one Member is the Owner of a Lot or Unit, notice to one such Owner whose designation by the other Owner of such Lot or Unit for that purpose has been given to the Association (with the most recent notification controlling) shall constitute notice to all such Owners.

1.14 Owner shall mean the Person, including the Declarant, or if more than one, all Persons collectively, who hold fee simple title of record to a Lot or Unit in the Pebble Creek Development, including sellers under executory contracts of sale and excluding buyers thereunder.

1.15 Reimbursement Assessment shall mean the assessment levied against an Owner by the Association pursuant to Section 8.16 of the Declaration.

1.16 Pebble Creek Development shall mean all of the real property which is currently subject to the Declaration and any other real property which hereafter becomes subject to the Declaration.

1.17 Supplementary Declaration shall mean this instrument, as the same may be amended from time to time and filed of record.

1.18 Unimproved Lot shall mean a Lot upon which no building has been substantially completed for use.

1.19 Unit shall mean (i) a Lot improved by a single family dwelling, or (ii) a portion of a building designated for separate ownership having delineated boundaries and located on an improved Lot, or (iii) a portion of an Unimproved Lot which at a given time has delineated boundaries for separate ownership.

2. SUBJECT PROPERTIES :

2.1 Existing Properties. The real property which, as of the date of this Supplementary Declaration, is and shall hereafter be owned, held, transferred, sold, conveyed, leased, mortgaged, used, occupied, maintained, altered and improved subject to this Supplementary Declaration is the Exhibit A Property. This Community is subject to the jurisdiction of a "Community Association" (as defined in the Declaration).

2.2 Annexation by Supplementary Declaration. "Annexable Land" (as defined in the Declaration) shall become part of this Community, effective upon the recordation in the Office of the County Clerk of Brazos County, Texas, a Supplementary Declaration meeting the requirements hereinafter set forth, pursuant to the provisions of Section 6.1. A Supplementary Declaration (a) shall be executed and acknowledged by the Owner(s) of the Annexable Land described therein; (b) shall, if the Annexable Land is not then owned by Declarant, contain the executed and acknowledged written consent of the Declarant for so long as the Declarant owns any property within the Annexable Land and has the power to annex additional property into the Community; (c) shall contain an adequate description of such Annexable Land; (d) shall contain a reference to this Supplementary Declaration (and any amendments thereto) which shall state its date of recordation and recording information; (e) shall state the land classification (residential, commercial or other classification) of such Annexable Land is declared to be part of the Community under this Supplementary Declaration and that such Annexable Land shall be subject to this Supplementary Declaration; and (g) shall state whether such Annexable Land is or is not subject to the jurisdiction of a "Community Association" (as

defined in the Declaration). Additionally, such Supplementary Declaration may provide for phased annexation so that portions of such Annexable Land may be made subject to this Supplementary Declaration at different times. A deed by which Declarant conveys a parcel of property, including property comprising Common Area to another person, may constitute a Supplementary Declaration if it meets the foregoing requirements, as applicable. A Supplementary Declaration may impose upon such Annexable Land described therein covenants, conditions, restrictions, limitations, reservations, exceptions and easements in addition to the provisions set forth in this Supplementary Declaration, taking into account the unique and particular aspects of the proposed development of such Annexable Land; provided, however, in no event shall any Supplementary Declaration revoke, modify or amend the covenants or restrictions established by this Supplementary Declaration or any other supplementary declaration for any other property comprising a part of the Community or revoke (so as to terminate) the provisions of the covenants or restrictions established by this Supplementary Declaration as to such Annexable Land.

This Supplementary Declaration is hereby established as part of, pursuant to and in furtherance of a common and general plan of the Declaration for the improvement and sale of land within this Community and for the purpose of enhancing and protecting the value, desirability and attractiveness of this Community. Declarant, for itself, its successors and assigns, hereby declares that the Community and each part thereof shall be know, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, and other provisions set forth in the Declaration and this Supplementary Declaration, for the duration thereof.

3. USE RESTRICTIONS

The Lots and Units within this Community shall be held, used and enjoyed subject to the restrictions set forth in the Declaration, including, without limitation, the architectural control provisions of the Declaration, except for the exemptions of the Declarant set forth in the Declaration, and to the restrictions stated in this Article 3. To the extent that any of the following restrictions are more restrictive than any similar restrictions in the Declaration, the restrictions in this Supplementary Declaration shall control.

3.1 Single-Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot or Unit other than one detached single family dwelling used for residential purposes only and not to exceed two and one half (2 1/2) stories in height and a private garage (or other approved covered or enclosed parking facility) and other bona fide servant's quarters; provided, however, that the servant's quarters structure will not exceed the main dwelling in height or number of stories. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage is available for parking automobiles at all times. The garage portion of any model home may be used by Builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with garage doors. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots or Units, or the use of said Lots or Units for duplex houses, condominiums, town houses, garage apartments, or apartment houses; and no Lot or Unit shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. No permanent structure of any kind or character shall ever be moved onto any Lot or Unit within said Development.

Except as otherwise provided in Section 3.12, no portable buildings of any type or character shall be moved or placed upon any Lot or Unit. Prior to the commencement of the construction of any Improvements within the Community, such Improvements of every type and character, whether attached to or detached from the main residential structure or garage constructed on the Lots, must be approved by the Pebble Creek Architectural Control Committee ("Architectural Committee") in accordance with the provisions of the Declaration.

3.2 Designation of Lot Types. The dwelling units constructed within the hereinafter designated sections of this Community shall conform to the minimum square footage requirements and set back requirements outlined herein.

A. Phase 1D

1. Lots one through nine, Block four, shall have dwelling units with a minimum square footage of 2,600 square feet. If a dwelling unit is more that one story in height, a minimum of 1,690 square feet shall be on the ground floor.

2. Lot one, Block four has this set back requirement: front 30', North side 20', South side 10', rear 40'.

3. Lots two through nine, Block four, have these set back requirements: front 30', side 10', rear 40'.

4. Lots one, through nine, and nineteen, Block three, shall have dwelling units with a minimum square footage of 2,400 square feet. If a dwelling unit is more than one story in height, a minimum of 1,560 square feet shall be on the ground floor. The front of each dwelling unit of Lots one, two, seven, eight, nine, and nineteen, Block three, shall face Winged Foot Drive.

5. Lots one, seven, and nineteen, Block three, have these set back requirements: front 30', North side 20', South side 10', rear 25'.

6. Lot eight has these set back requirements: front 30', side 10', rear 25'.

7. Lots two and nine, Block three, have these set back requirements: front 30', North side 10', South)', rear 25'.

8. Lots three through six, Block three, have these set back requirements: front 30', side 10', rear 30'. hree and five have two rear set backs.

9. Lots ten through eighteen, Block 3 shall have dwelling units with a minimum square footage of square feet. If a dwelling unit is more than one story in height, a minimum of 1,495 square feet shall be on the l floor.

10. Lots ten through eighteen, Block three, have these set back requirements: front 25', side 7.5', 5'. Lots thirteen and fourteen have two rear set backs.

B. Phase IE

1. Lots ten through fifteen, Block four shall have dwelling units with a minimum square footage of 2,600 feet. If a dwelling unit is more than one story in height, a minimum of 1,560 square feet shall be on the ground

2. Lots ten through fifteen, Block four have these set back requirements: front 30', side 10', rear 40'.

3. Lots twenty, thirty four, thirty five, and fifty one, Block three, shall have dwelling units with a minimum footage of 2,400 square feet. If a dwelling unit is more than one story in height, a minimum of 1,560 square all be on the ground floor. The front of each dwelling unit shall face Winged Foot Drive.

4. Lot twenty and thirty five, Block three, have these set back requirements: front 30', North side 10', South)', rear 25'.

5. Lots thirty four and fifty one, Block three, have these set back requirements: front 30', North side 20', side 10', rear 25'.

6. Lots twenty one through thirty three, Block three shall have dwelling units with a minimum square footage 0 square feet. If a dwelling unit is more than one story in height, a minimum of 1,430 square feet shall be on ound floor.

7. Lots twenty one through thirty three, Block three, have these set back requirements: front 25', side 7.5', 5'. Lots twenty six and twenty eight have two rear set backs.

8. Lots thirty six through fifty, Block three, shall have dwelling units with a minimum square footage of 1,900 feet. If the dwelling unit is more than one story in height, a minimum of 1,235 square feet shall be on the l floor.

9. Lots thirty six through fifty, Block three have these set back requirements: front 25', side 7.5', rear 25'. ty three has two rear set backs.

3.3 Composite Building Site. Any Owner of one or more adjoining Lots or Units (or portions thereof) may, e prior written approval of the Architectural Committee, consolidate such Lots or Units or portions into one g site, with the privilege of placing or constructing Improvements on such resulting site, in which case the side k lines shall be measured from resulting side property lines rather than from the Lot or Unit lines as indicated Plat. Any such composite building site must have a frontage at the building set-back line of not less than the m frontage of all Lots in the same block. In addition, the side lot utility easement, if applicable, must be ned or released in accordance with applicable law, and the Owner shall be responsible for the cost of relocating lity lines and restoring the surface of any abandoned or relocated utility easements. Upon such abandonment or and upon the receipt of written approval of the Architectural Committee, such resulting composite building all thereupon be regarded as one (1) "Lot" for all purposes hereunder. Any such composite building site (or g site resulting from the remainder of one or more Lots having been consolidated into a composite building site) ontain not less than 10,000 square feet, except as otherwise provided by the Board.

3.4 Location of the Improvements upon the Lot or Unit. No residential structure or any other Improvement located on any Lot nearer to the front, rear, side or street-side Lot building line shown on the Plat or nearer roperty lines than the minimum building set-back lines described in Section 3.2. For purposes of this tion, steps, screened porches (covered or uncovered), storage rooms, stoops, and servants' quarters, shall be red as part of a residential structure or other Improvement. This covenant shall not be construed to permit tion of a building foundation on a Lot to encroach upon an easement. The main residential structure on any ll face the front of the Lot, except as otherwise approved in writing by the Architectural Committee.

3.5 Removal of Trees, Trash and Care of Lots and Units During Construction of Residence.

A. Unless located within ten feet (10') of a building or a recreational or parking facility, no Owner other than nt shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk r of six (6") inches or more at a point of four feet (4') above ground level, without obtaining the prior written l of the Architectural Committee, provided that dead or diseased trees which are inspected and certified as diseased by the Architectural Committee or its representatives, as well as other dead or diseased shrubs, , or other vegetation, shall be cut and removed promptly from any Lot, by the Owner of such Lot.

B. Subject to the provisions of Section 3.5(A), above, all Owners, during their respective construction of a e, are required to remove and haul from the Lot or Unit all tree stumps, trees, limbs, branches, underbrush other trash or rubbish cleared from the Lot or Unit for construction of the residence, construction of other ments and landscaping. No burning is allowed on the Lot or Unit (unless written permission is granted by the Association which permission may be withheld or withdrawn at any time and from time to time in the

sole discretion of the Association) and no materials or trash hauled from the Lot or Unit may be placed elsewhere in the Pebble Creek Development or on land owned by Declarant whether adjoining the Pebble Creek Development or not.

C. All Owners, during their respective construction of a residence, are required to continuously keep the Lot or Unit in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot or Unit. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot or Unit.

D. All Owners shall keep streets and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the streets or street ditch shall be removed, without delay, not less frequently than daily.

E. No Owner or Contractor may enter onto a Lot or Unit adjacent to the Lot or Unit upon which he is building for purposes of ingress and egress to his Lot or Unit during or after construction, unless such adjacent Lot or Unit is also owned by such Owner, and all such adjacent Lots or Units shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of Improvements by the Owner of an adjacent Lot or Unit.

3.6 Masonry Requirements. Without the prior approval of the Architectural Committee, no residence shall have less than seventy five percent (75%) masonry construction or its equivalent on its exterior wall area.

3.7 Carports. No carports shall be erected or permitted to remain on any Lot or Unit without the express prior written approval of the Architectural Committee.

3.8 Walls, Fences and Hedges. The following restrictions shall apply to fences constructed on the Lots described below:

A. Golf Course Lots. Between the rear building set-back line and rear property line, no wall, fence, planter or hedge with a solid base may be erected, planted or maintained except for that which shall be approved in writing by the Architectural Committee. A fence of a standard design not exceeding six feet (6') in height, as approved in writing by the Architectural Committee, that would not unreasonably obstruct the view of the Golf Course by adjacent property Owners may be constructed between the front building set-back line and the rear property line.

B. All Other Lots: A decorative fence not exceeding six feet (6') in height, as approved by the Architectural Committee, may be constructed.

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

3.10 Air Conditioning Requirements. No window or wall type air conditioning units shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Community.

3.11 Prohibition of Offensive Activities. Without expanding the permitted uses of the Lots and Units, no activity, whether for profit or not, shall be conducted on any Lot or Unit which is not related to residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot or Unit which may be or may become an annoyance or a nuisance (including, without limitation, defective or unreasonably loud security or fire alarm devices) to the Pebble Creek Development. This restriction is waived in regard to the customary sales activities required to sell homes in the Pebble Creek Development. No horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot or Unit. Exterior speakers may be located, used or placed on a Lot or Unit provided that the use of such exterior speaker does not constitute a nuisance or annoyance. The Board shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, include, without limitation, (1) the performance of work on automobiles or other vehicles upon the Lot or Unit or in driveways or streets abutting Lots or Units, (2) the use or discharge of firearms, firecrackers or other fireworks within the Community, (3) the storage of flammable liquids in excess of five gallons, or (4) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

As indicated above, no Lot or Unit in the Community shall be used for any commercial, educational, manufacturing, business or professional purpose nor for church purposes. The renting or leasing of any residential dwelling is subject to the provisions of Section 3.33.

No Lot or Unit or other portion of the Community 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 persons.

3.12 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot or Unit at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Community as in its sole discretion may be necessary or convenient while selling Lots or Units, selling or constructing residences and constructing other Improvements within the Community. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities. Commercial-Builders and Contractors may, with the prior written approval of the Architectural Committee, exercise the rights reserved by Declarant in this Section 3.12.

3.13 Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, trailer, camper, marine craft, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot or Unit, private or public road or street, easement, right-of-way, or Common Area unless such vehicle or object (i) is completely concealed from public view inside a garage or approved enclosure or (ii) is owned by an overnight guest of the Owner and such use does not extend for more than three (3) days. Notwithstanding the ten (10) hour parking restriction and guest parking exception, there shall be no over-night parking on any road or street. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt from the ten (10) hour parking restriction only as it pertains to parking of vehicles on the driveway portion of any Lot or Unit. No vehicle shall be parked in a yard or in the street or along the side of a street so that it blocks the flow of traffic. No vehicle may be repaired on a Lot or Unit unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof.

This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of (i) residential dwelling(s) or related Improvements in the immediate vicinity thereof or (ii) utility Improvements in Pebble Creek Development.

3.14 Animal Husbandry. No animals, livestock, bees or poultry of any kind shall be raised, bred or kept on any Lot or Unit except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No more than four (4) total animals shall be kept as household pets. No Owner shall permit any dog, cat or other domestic pet under his ownership or control to leave such Owner's Lot or Unit unless such pet is leashed and accompanied by a member of such Owner's household.

3.15 Lot and Unit Maintenance.

A. All Lots and Units shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots and Units shall keep all weeds and grass thereon cut and shall in no event use any Lot or Unit for storage of materials 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. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of adjacent Lots or Units, streets or other property.

B. In the event of any default by the Owner or other occupant of any Lot or Unit in observing the above requirements, which default is continuing after ten (10) days written notice thereof to Owner or occupant, as applicable, the Declarant, or the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Lot or Unit in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot or Unit, cut, or 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 this Supplementary Declaration, so as to place said Lot or Unit in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Commercial-Builder or occupant of such Lot or Unit for the cost of such work and removing such associated materials. The cost of such work and removal shall constitute a Reimbursement Assessment.

3.16 Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot or Unit in the Pebble Creek Development without the prior approval of the Architectural Committee and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures. Additionally, no street or directional signs may be installed within the Pebble Creek Development without the prior written approval of the Declarant and the Architectural Committee.

The Declarant, the Association or the Community Association (or any agent designated in writing by Declarant, the Association or the Community Association) shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot or Unit, and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

3.17 Maximum Height of Antenna. No radio or television aerial wire antennae or satellite receiving dish shall be maintained on any portion of any Lot or Unit, except as may be approved by the Architectural Committee. No electronic device which interferes with the television reception of the occupant of any other Lot or Unit shall be permitted within the Community.

3.18 Wind Generators. No wind generators shall be erected or maintained on any Lot or Unit if said generator is visible from any other Lot or Unit or street.

3.19 Solar Collectors. No solar collector shall be installed without the prior written approval of the Architectural Committee. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the public street in front of the residence.

3.20 Swimming Pools. No swimming pool may be constructed on any Lot or Unit without the prior written approval of the Architectural Committee. Each application made to the Architectural Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such Lot or Unit, including a plot plan showing the location and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan. The Architectural Committee's approval or disapproval of such swimming pool shall be made in the same manner as described in the Declaration hereof for other building improvements. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on said Lot or Unit to insure that there is no erosion into the streets, lakes, golf course or other Lots. Swimming pool drains shall be piped into the storm sewer drainage system. In no event shall swimming pools be drained or discharge water into the streets, lakes, golf course or other Lots. All swimming pools must be enclosed with a fence (whose design and composition is approved by the Architectural Committee) and must comply with ordinances of the city of College Station.

3.21 Drying of Clothes in Public View. The drying of clothes in public view (whether from Common Areas [including streets], the Golf Course, other Lots or any other land within the Pebble Creek Development) is prohibited.

3.22 Garage and Garage Doors. Each dwelling unit shall have a fully enclosed garage to be constructed at the time of the main residence, and the garage shall be constructed to house not less than two nor more than four automobiles. No Owner shall be entitled to enclose a garage for residential use without plans and specifications having been approved by the Architectural Committee for a replacement garage. All garages must be constructed of materials that are compatible with the construction materials used in the primary dwelling. All roof materials must be of the same nature as the materials used on the main dwelling, and all exterior garage walls must be constructed of the same or similar material as the exterior of the main dwelling. All garages must be finished with sheetrock, taped and painted or other finish approved by the Architectural Committee. Garage doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

The following lots shall have garages that open to the side or rear of the lot, except that a garage may open to the front of the lot if (i) the front of the garage is set back at least forty feet from the front of the main dwelling, or (ii) the lot is located on a cul-de-sac and has less than forty feet of width across the front building line (unless otherwise approved by the Architectural Committee):

A. Lots one through nine, Section D, Block Four,
B. Lots ten through fifteen, Section E, Block four,
C. Lots one, two, seven, eight, nine, and nineteen, Section D, Block three, and
D. Lots twenty, thirty four, thirty five, and fifty one, Section E, Block three.

The following lots shall have garages that open to the side or rear of the lot, except that a garage may open to the front of the lot if (i) the front of the garage is set back at least ten feet from the front of the main dwelling, or (ii) the lot is located on a cul-de-sac and has less than forty feet of width across the front building line (unless otherwise approved by the Architectural Committee):

A. Lots three through six, and lots ten through eighteen, Section D, Block three, and
B. Lots twenty one through thirty three, Section E, Block three.

The following lots shall have garages that open to the side or rear of the lot, except that a garage may open to the front of the lot if (i) the front of the garage is set back at least four feet from the front of the main dwelling, or (ii) the lot is located on a cul-de-sac and has less than forty feet of width across the front building line (unless otherwise approved by the Architectural Committee):

A. Lots thirty six through fifty, Section E, Block 3.

3.23 Control of Sewage Effluent. 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 in the streets or into any body of water.

3.24 Residences and Improvements Damaged by Fire or Other Casualty. Any Improvements within the Community that are destroyed partially or totally by fire, storm, or any other casualty, shall be repaired or demolished within a reasonable period of time, and the Lot or Unit and Improvements thereon, as applicable, restored to an orderly and attractive condition.

3.25 Vehicles Permitted to Use Roads and Streets.

A. The only motorized vehicles allowed on the roads and street easements in the Pebble Creek Development ll be (1) motor vehicles currently licensed and inspected for use on public highways or (2) golf carts with a current mit issued by the Pebble Creek Country Club; provided, however golf carts shall be operated in the Pebble Creek elopment solely for purposes of access to and from the Pebble Creek Country Club.

B. The use of non-licensed motor vehicles including, but not limited to, automobiles, trucks, motorcycles, dirt :s, off-road vehicles and go-carts is expressly prohibited.

C. Vehicles, regardless of type, may only be operated by individuals holding a current driver's license valid in the :e of Texas or the state of such person's domicile.

D. Licensed motorized two-wheel or three-wheel vehicles (1) shall be allowed within the Pebble Creek elopment solely for the purpose of access to and from the Pebble Creek Development and access to and from the ble Creek Country Club, but shall not be permitted for travel within Pebble Creek Development and (2) shall not ısed within any Common Area other than paved streets.

3.26 Boats Prohibited on Lakes. No boats shall be permitted on any of the lakes within the Pebble Creek elopment, except that boats operated by the Association or Country Club (or their respective contractors) may be l in connection with the maintenance of the lakes and removal of golf balls and other objects from the lakes.

3.27 Swimming Prohibited in Lakes. Swimming in the lakes shall be prohibited at all times.

3.28 Landscaping.

A. Before any initial landscaping (including the planting of grass) shall be done in the front yard of any newly :tructed dwelling, the landscape budget and general layout shall first have been approved in writing by the ıitectural Committee. All approved initial landscaping shall be completed not later than sixty (60) days after ıtantial completion of the dwelling, except for emergency situations as approved by the Architectural Committee.

B. All landscaping installed by Owner shall comply with the landscape criteria ("Landscape Criteria") established he Architectural Committee, as such Landscape Criteria may be amended from time to time. However, any scaping installed by the Owner which is approved by the Architectural Committee prior to the establishment of the lscape Criteria or at any time after such Landscape Criteria is established shall be maintained by the Owner in a and attractive condition at all times. Any replacement landscaping which complies with the Landscape Criteria not need to be approved by the Architectural Committee, however, an Owner may submit a landscape layout and s for replacement landscaping to the Architectural Committee for approval by the Architectural Committee.

C. The Architectural Committee shall, in its sole discretion and authority, determine whether the landscape ıt and plans submitted to it for review, including, but not necessarily limited to, drainage, grass, shrub and tree :ing, are acceptable to the Architectural Committee. The Architectural Committee may require additional and/or rent types of landscaping should the Architectural Committee deem it to be necessary.

D. Owners of Golf Course Lots shall not grow, nor permit types of grasses or other vegetation to grow which, in ›pinion of the Architectural Committee, is inimical to golf course grasses or vegetation, in the portion of the Golf se Lots adjacent to the Golf Course. Such Owners may, however, with the prior written approval of the itectural Committee, install barriers which will prevent the spread of otherwise prohibited grasses or vegetation the Golf Course, and, following the installation of such barriers, may grow such grasses or vegetation adjacent to Golf Course.

E. The Architectural Committee reserves the right to require the installation, operation, and maintenance of rground irrigation systems in proper working order when proximity to golf course, water table, tree count, and · relevant factors are considered.

1.29 Roofing. No external roofing material other than tile roofs, No. 1 Cedar wood shingles, or composition les (excluding three tab shingles), as approved by the Architectural Committee, shall be used on any residence or Improvement on any Lot or Unit. All roofs shall have prior written approval of the Architectural Committee to installation. The minimum pitch on roofs shall be 4.5 to 12.

Roof fans, attic fans, attic ventilators or other roof penetrations must be approved by the Architectural Committee portion of the Improvement is visible from the front property line or golf course.

.30 Driveways. Driveways shall be constructed entirely of concrete, exposed aggregate or brick pavers, or asphalt g. If asphalt paving is used, curbs and gutters must be installed.

.31 Lighting. No exterior lighting may be constructed or installed on any Lot or Unit without the prior written val of the Architectural Committee. Post lamps at the street may be required by the Architectural Committee.

3.32 Minimum Slab Elevation. The slab elevation of all constructed dwelling units, garages and related Improvements shall not be less than one foot (1') above the 100-year flood plain elevation of such Lot or Unit.

3.33 Rental and Leasing. Owners must notify the Association if their Lots or Units are leased or rented. Own must also provide the Association with the name of the tenant, a copy of the lease and the current mailing address the Owner. In no event, however, shall any rental or leasing be allowed except pursuant to a written agreement or form approved by the Association Board that affirmatively obligates all tenants and other residents of the Lot or U to abide by this Declaration, the Declaration, and the Rules and Regulations of the Association.

3.34 Unfinished Rooms. Substantially all rooms in all dwelling units, other than attics, must be finished in compliance with all applicable building code requirements. The Architectural Committee may allow for a few unfinished rooms as long as they appear from the exterior view to be complete.

3.35 Variances. The Architectural Committee may authorize variances from compliance with any of the provis of this Supplementary Declaration or minimum acceptable construction standards or regulations and requirements promulgated from time to time by the Architectural Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other considerations which in the sole opinion of the Architectu Committee may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Architectural Committee. If any such variances are granted, no violation of the provisions of this Supplementary Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Supplementary Declaration for any purpose except to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

3.36 Dish Antennae. No electronic radio or television dish antennae or any other type of receiving or transmit equipment shall be permitted on any Lot unless it is erected, placed, or mounted in such a manner that such anten or other equipment are concealed completely from view from public or private streets or courtyards, and are otherw acceptable to the Architectural Committee.

4. PROPERTY MAINTENANCE REGULATION:

4.1 Exterior Maintenance of Improvements. In the event an Owner or occupant shall fail to maintain the Improvements on a Lot or Unit in accordance with the provisions of this Declaration and the construction guidelines the Association or Architectural Committee, which default is continuing after thirty (30) days written notice thereof the Owner or occupant, as applicable, then the Declarant or the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Lot or Unit in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot or Unit and to repair, maintain or restore the exterior of the Improvements thereon at the cost of and for the account of the Owner of such Improvements. The cost of such exterior maintenance shall constitute a Reimbursement Assessment.

4.2 Entry Rights. The Association may enter upon any Owner's Lot or Unit at reasonable times to maintain the Common Area, to remove refuse and to provide the exterior maintenance permitted under this Article 4. Such right entry shall include the right to use of the Owner's water, from an outside spigot in reasonable amounts, without compensation to the Owner, if used for maintenance on the Owner's Lot or Unit, or in the Common Area. This provision shall not be construed as authorizing entry into any completed Improvements located in the Community unless a clear emergency exists.

5. EASEMENTS:

5.1 Easements. The Declarant reserves for public use the utility easements shown on the Plat or that have bee or hereafter may be created by separate instrument recorded in the Office of the County Clerk of Brazos County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), any other utility the Declarant sees fit to install in, across and/or under the Property. All utility easements in the Community may be used for the construction of drainage swales or ditches in order to provide for improved surface drainage of any designated reserves, Common Area and/or Lots or Units. Notwithstanding anything to the contrary contained in the Section 5.1, no sewers, electrical lines, water lines, or other utilities may be installed on the Lots or Units except as initially approved in writing by the Declarant. Should any utility company furnishing a service covere by the general easement herein provided request a specific easement by separate recordable document, Declarant, prior to the Control Transfer Date, without the joinder of any other Owner, shall have the right to grant such easement on said Lots or Units without conflicting with the terms hereof, provided that such easements do not unreasonably interfere with the Owner's use and enjoyment of such Lots or Units. Any utility company serving the Pebble Creek Development shall have the right to enter upon any utility easement for the purpose of the installation repair and maintenance of their respective facilities. Neither Declarant, nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

5.2 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to a of the Lots or Units by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, storm sewer, electric lighting, electric power, telegraph or telephone purposes and any other easement hereafter granted affecting the Lots or Units. The Owners of the respective Lot Units shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots or Units which are utilized for or service other Lots or Units, but each Owner shall have an easement in and to the aforesai facilities as shall be necessary for the use, maintenance and enjoyment of his Lot or Unit.

5.3 Utility Easements

A. No building shall be located over, under, upon or across any portion of any utility easement, however, th Owner of each Lot or Unit shall have the right to construct, keep and maintain concrete drives and similar Improvements across the utility easement along the front of the Lot or Unit and/or along the side of corner Lots or Units adjacent to street right-of-ways and shall be entitled to cross such easements at all time for purposes of gainii access to and from such Lots or Units.

B. The Owner of each Lot or Unit also shall have the right to construct, keep and maintain driveways, walkways, steps and air conditioning units and equipment over, across or upon any utility easement along the side c such Lots or Units (the "Side Lot Utility Easement"), (other than along any Side Lot Utility Easement which is adjacent to a street right-of-way) and shall be entitled, at all times, to cross, have access to and use the Improvemei located thereon, however, any such Improvements placed upon such Side Lot Utility Easement by the Owner shall l constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot or Unit subject to said Side] Utility Easements shall be responsible for (i) any repairs to the walkways, steps and air conditioning units and equipment which cross or are located upon such Side Lot Utility Easements and (ii) repairing any damage to said Improvements caused by the public utility or other beneficiary of such easements in the course of installing, operati maintaining, repairing, or removing its facilities located within the Side Lot Utility easements.

C. The Owner of each Lot or Unit shall indemnify and hold harmless Declarant, the Association, and public utility companies having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, o connection with said Owner's installation, maintenance, repair or removal of any permitted Improvements located within utility easements, including where such injury or damage is caused or alleged to be caused by the sole negligence of such entities or their employees, officers, contractors, or agents.

6. ANNEXATION OF ADDITIONAL LAND

6.1 Further Development. Reference is hereby made to the fact that Declarant currently owns the Annexa Land as defined in the Declaration. It is currently contemplated by Declarant that portions of the Annexable Land be developed in various stages or phases for residential purposes; however, the foregoing is only a current intention and is subject to change without notice. It is also the present intention of Declarant that if such development occur mutual easements (including utility easements), licenses and rights may be granted for the benefit of the Associatio and Owners and the present and future owners and tenants owning or leasing improvements in any developments n or hereafter constructed on the Annexable Land. In order to effectuate such intentions, certain easements are here retained and granted, and provision is made for certain rights to be granted to the Association or the Owners to acquire easements and rights with respect to current and future development on other Annexable Land. From and after the date hereof until the Control Transfer Date, Declarant shall retain and have the power, without the consei of any other Owner or the Association, to annex portions of the Annexable Land into the Community provided that property so annexed is to be developed in a manner generally similar to the existing Lots and Units in accordance w a general plan of development under which (i) the architectural standards prevailing within the Community will be continued in such annexed property, (ii) the type of residential Improvements to be constructed in such annexed property will be similar in value and cost to one or more of the types of existing or contemplated residential Improvements in the Community, and (iii) the annexed property will become subject to assessment in the same manner as is prevailing for the Community. Declarant also shall be entitled to annex portions of the Annexable Lan into the Community after the Control Transfer Date, without the consent of any other Owner or the Association, provided that the first annexation proposed by Declarant subsequent to the Control Transfer Date is effected prior t the second annual anniversary of the Control Transfer Date, as extended by delays in development outside of the reasonable control of Declarant ("Excusable Delays"), and any subsequent annexation proposed by Declarant is effect prior to the second annual anniversary of the recordation of the most recently recorded Supplementary Declaration annexing a portion of the Annexable Land in to the Community, as extended by Excusable Delays. If Declarant desires to annex portions of the Annexable Land into the Community at any time after the second annual anniversa of the Control Transfer Date or the second annual anniversary of the recordation of the most recently recorded Supplementary Declaration annexing a portion of the Annexable Land into the Community, Declarant shall be entitl to annex such Annexable Land into the Community with the written approval (by written instrument or written ball of the Class A Members holding not less than sixty-seven percent (67%) of the voting power within the Community (exclusive of the voting power of the Declarant). However, any annexation subsequent to an annexation approved b such Members shall not require the vote of the Members described in the preceding sentence if such annexation occ prior to the second annual anniversary of the recordation of the most recently recorded Supplementary Declaration annexing a portion of the Annexable Land into the Community, as extended by Excusable Delays. The additions

horized under this Section 6.1 shall be made by filing a supplementary declaration or record with respect to the perty to be annexed into the Community.

6.2 Easements and Rights Presently Reserved. Declarant hereby reserves unto itself, its successors and gns, a nonexclusive easement and right-of-way for ingress, egress and parking over, across and through all streets roadways (private or otherwise) shown on the Plat, said easement and right-of-way to expire on the Control nsfer Date, if Declarant has not, prior to such date, annexed portions of the Annexable Land into the community.

6.3 Obligation to Grant Reciprocal Rights. Declarant may, from time to time, assign one or more of the ements set out in this Article 6 to such persons or entities as it desires, including but not limited to property ners' associations, but in no event to any person or entity that does not have an interest in a tract or parcel of land ated within the Annexable Land, it being intended that the right to use such easements be limited to parties ding on or using the Annexable Land or the Community, and their guests and invitees. No assignment of any such ement or easements shall be made unless concurrently therewith the parties, or representatives thereof, who are ng granted such rights also grant to the Owners or the Association a reciprocal easement or easements with respect ny similar facilities, if any, owned by such parties and located on the Annexable Land, or any part thereof. Subject ll of the provisions of this Article 6, Declarant and its successors and assigns may make multiple nonexclusive gnments of the easements herein granted to it.

6.4 Allocation of Expenses. If any of the easements and rights granted by this Article 6 are assigned to other ties or persons in connection with the development of Improvements on the Annexable Land as set out in Section above, all such assignments shall provide that the assignees thereunder shall bear their proportionate share of the s of maintaining, using and operating the street, road, recreational facility or other facility, as the case may be, as hich such right is granted. Such sharing of costs and expenses shall be based upon the actual costs of ownership, ation and maintenance of the facility in question, and shall be borne prorata by all persons having the right to e use thereof based upon the number of applicable Lots and Units and Country Club memberships. The time of nent of such costs, and the methodology of ascertaining same, shall be specified in the instrument from Declarant s successors and assigns to its assignee and shall be binding upon the Owners and the Association and such gnees provided that the cost allocation shall be based upon the basis as hereinabove provided or some other table basis.

6.5 Authority of the Board. The Board shall have, and is hereby granted, the necessary and requisite ority to enter into such cross-easement and cross-use agreements, or other agreements howsoever designated, as be necessary to effectuate the intents and purposes of this Article 6.

6.6 Annexable Land. This Supplementary Declaration, including, without limitation, this Article 6, shall have rce or effect and shall not constitute any encumbrance with respect to the Annexable Land or any part thereof, s and until portions of the Annexable Land are made subject to the jurisdiction of the Association by separate ument executed solely by Declarant and any lienholders, which instrument is recorded in the Office of the County t of Brazos County, Texas. Reference is made herein in this Article 6 to the Annexable Land solely for purposes scribing certain reciprocal easements and other rights that may hereafter arise as between the Community and nnexable Land and limiting the parties to whom the easements hereby reserved with regard to the Community be assigned. No easements or rights are hereby granted or reserved as to the Annexable Land, and no easement her right referred to in this Article 6 with respect to the Annexable Land or any part thereof shall be of any force fect unless set forth in a document executed by the owner or owners of the part of the Annexable Land to be ct to such right or easement, which document, or a memorandum thereof, is hereafter recorded in the Office of ounty Clerk of Brazos County, Texas.

7. GENERAL PROVISIONS

7.1 Severability. Invalidation in any one of the provisions of this Declaration shall not affect any other sion hereof, which shall remain in full force and effect.

7.2 Term. The provisions of this Supplementary Declaration shall constitute covenants running with the land hall be binding upon all future Owners, transferees and lessees thereof, and their successors and assigns, for a of forty (40) years from the date of this Supplementary Declaration, after which time the provisions of this ementary Declaration automatically shall be extended for up to three (3) successive periods of ten (10) years each terminated as provided in Section 7.4.

7.3 Resubdivision. In the event that any Lot or Unit is resubdivided or submitted to a condominium regime, an of resubdivision or condominium plat filed in the Office of the Country Clerk of Brazos County, Texas shall specific reference to this Supplementary Declaration, but its failure to do so shall not affect the applicability of ovisions hereof to any such Lot or Unit.

7.4 Amendment by Members. This Supplementary Declaration may be amended or changed, in whole or part, time within forty (40) years of the date of this Supplementary Declaration by a written instrument signed by Members (including the Declarant) in the Community holding not less than sixty-seven percent (67%) of the total of each class of Members in the Community; and, thereafter, by a written instrument signed by those Members

(including the Declarant) in the Community holding not less than fifty percent (50%) of the total votes of each class of Members in the Community. If the Declaration is amended by written instrument signed by the requisite number of Members of this Community, such amendment must be approved by said Members within three hundred sixty-five (365) calendar days of the date the first Member executes such amendment. The date a Member's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Member. Those Members (including the Declarant) of this Community entitled to cast not less that the required number of all votes of the Members of the Community may also vote to amend this Declaration, in person or by proxy, at a meeting of the Members in the Community (including the Declarant) duly called for such purpose, written notice of which shall be given to all such Members at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Association By-Laws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members of this Community (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Office of the County Clerk of Brazos County, Texas, accompanied by a certificate, signed by a majority of the Board, stating that the required number of Members of this Community (including the Declarant) executed the instrument amending this Supplementary Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment.

7.5 Amendment by the Declarant. The Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Supplementary Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Supplementary Declaration and the Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Supplementary Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Supplementary Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Supplementary Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Community.

7.6 Declarant's Rights and Prerogatives. Prior to the Control Transfer Date, the Declarant may file a statement in the Office of the County Clerk of Brazos County, Texas, which expressly provides for the Declarant's (i) discontinuance of the exercise of any right or prerogative provided for in this Supplementary Declaration to be exercised by the Declarant or (ii) assignment to any third party owning property in the Pebble Creek Development, or to the entity owning the Country Club, of one or more of Declarant's specific rights and prerogatives provided in this Supplementary Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarant's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (a) Control Transfer Date or (b) date that said assignee files a statement in the Office of the County Clerk of Brazos County, Texas, which expressly provides for said Assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Declarant discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Declarant shall not incur any liability to any Owner, the Association or any other party by reason of the Declarant's discontinuance or assignment of the exercise of said right(s) or prerogative(s).

7.7 Disclaimer for Errant Golf Balls. Land subject to this Declaration is intended for development as a balanced, planned community, including residential, commercial, golf course and country club, public and other uses. From time to time, Owners of Lots or Units may be subject to the stray ingress and egress of golf balls from people playing golf nearby. Specific easements are granted for such unavoidable ingress and egress, and Owners may not hold liable any planner, developer, constructor, or any other person for any injury or damage whatsoever caused by such golf balls.

7.8 Gender. Wherever in this Supplementary Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

7.9 Headings. The headings and any table of contents contained in this Supplementary Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

7.10 Declarant's Rights to Complete Development of Community. No provision of this Supplementary Declaration shall be construed to prevent or limit Declarant's right or require Declarant to obtain any approval to (i) complete development of the property within the boundaries of the Community; (ii) construct, alter, demolish or replace Improvements on any property owned by Declarant within the Community; (iii) maintain model homes, storage

areas, offices for construction, initial sales, resales or leasing purposes or similar facilities on any property owned by Declarant or owned by the Association within the Community; (iv) post signs incidental to development, construction, promotion, marketing, sales or leasing of the property within the boundaries of the Pebble Creek Development, of (v) excavate, cut, fill or grade any property within the Community owned by Declarant. Additionally, no provision of this Supplementary Declaration shall require Declarant to seek or obtain the approval of the Architectural Committee or of the Association for any such activity or Improvement on any property owned by Declarant. Nothing in this Section 7.10 shall limit or impair the reserved rights of Declarant elsewhere provided in this Supplementary Declaration or in the Declaration.

7.11 Declarations Construed Together. All of the provisions of this Supplementary Declaration shall be liberally construed together with the Declaration to promote and effectuate the fundamental concepts of the development of this Community and the Pebble Creek Development, as set forth in the Declaration.

7.12 Persons Entitled to Enforce Supplementary Declaration. The Association, acting by authority of the Board, and any Member of the Association shall have the right to enforce any and all of the provisions, covenants and restrictions contained in this Supplementary Declaration against any property within this Community and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Supplementary Declaration. The Association shall have the same rights and remedies with respect to violations of the provisions of this Supplementary Declaration as the Association does with respect to violations of the provisions of the Declaration.

7.13 Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community hereby is declared to be a violation of this Supplementary Declaration and shall be subject to any and all of the enforcement procedures set forth or referred to in this Supplementary Declaration.

7.14 Costs and Attorney's Fees. In any action or proceeding under this Supplementary Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

7.15 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Community, or any Improvement thereon, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the Pebble Creek Development, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically set forth in writing.

7.16 Limitation on Liability. Neither the Association, the Board, the Architectural Committee, Declarant, or any officer, agent, or employee of any of the same acting within the scope of their respective duties described in this Supplementary Declaration shall be liable to any Person for any reason or for any failure to act if the action or failure to act was in good faith and without malice.

Executed this 24 day of February, 1992.

ATTEST

John Wilson

John Wilson, Asst. Secretary

PEBBLE CREEK DEVELOPMENT COMPANY

A. P. Boyd

A. P. Boyd, Vice President

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 24th day of February, 1992, by A. P. Boyd, Vice President of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.

Kay Dodson

Notary Public, State of Texas
My Commission Expires: 12/8/95

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 24th day of February, 1992, by John Wilson, Asst. Secretary of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.

Kay Dodson

Notary Public, State of Texas
My Commission Expires: 12/3/95

W920221

EXHIBIT A

See plat filed for record in Brazos County, Texas for Pebble Creek Development, Phases D and E.