

SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND
COVENANTS FOR PHASE 9C, STONEWATER VILLAGES, OF
THE PEBBLE CREEK DEVELOPMENT

SUPPLEMENTARY DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR PHASE 9C OF THE PEBBLE CREEK DEVELOPMENT § UNITED STATES OF AMERICA § COUNTY OF BRAZOS § STATE OF TEXAS

This "Supplementary Declaration" is made as of the 20th day of October, 2010 by Pebble Creek Development Company, a Texas Corporation, hereinafter referred to as the "Declarant", represented herein by its President, Davis M. Young. The address of the Declarant is 4500 Pebble Creek Parkway, College Station, TX 77845.

WHEREAS, Declarant declares that it is the owner of certain real property situated in Brazos County, Texas, 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 County 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 real property in the same general area which may subsequently be associated with the Exhibit A Property for a similar purpose, be owned, held, sold, conveyed, transferred, leased, mortgaged, occupied, maintained, altered and improved subject to certain reservations, restrictions, covenants, charges, liens, and easements as part of a general scheme of development of such properties as a planned residential community accommodating a mix of single family residential dwellings pursuant to a common and general plan for the benefit of Declarant and subsequent owners and occupants of 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, sold, conveyed, leased, occupied and used subject to the following reservations, restrictions, covenants, charges, liens, and easements which are for the purpose of protecting the value and desirability of and which shall run with title to the real property made subject to the Declaration and this Supplementary Declaration, and which shall be binding on all parties having any right, title or interest in the immovable property made subject to this Declaration or any portion thereof, and their respective heirs, successors, successors-in-titles, assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which the Pebble Creek Development is located.

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 persons defined as "Owners" in the Declaration, and called the Pebble Creek Owners Association, Inc.

1.2 Board shall mean the Board of Directors of the Pebble Creek Owners Association and the Stonewater Villages Homeowners Association.

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

1.4 Common Area shall mean and refer to any and areas of land within the Property which are known, described or designated as common areas, private streets, gate house and gate apparatus, parks, recreational easements, floodway easement areas, lakes, ponds, dams, perimeter fences and columns, off-site monuments and directional signs, landscape easement, greenbelts, open spaces, paths and trails, and the like including without limitation to those shown on any recorded subdivision plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The concept of Common Properties will also include: (i) any and all public right-of-way lands within the Property for which the City of College Station has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as but not limited to: streets, street medians, streetscape, hike and bike trails, park areas and quasi-governmental service facilities; and (ii) any and all facilities provided by the Declarant and/or the Association to or for the benefit of the local police, fire and

similar governmental departments for which no reimbursement via public funds is requested or anticipated. Declarant may convey record title or easements to some or all of the Common Properties to the Association if as and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Properties (particularly along the edges) and to execute any open space declarations applicable to the Common Properties which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and /or income taxes.

1.5 Community shall mean that automatic membership; Texas non-profit corporation made up of those persons defined as "Owners" in this Supplementary Declaration, and called the Stonewater Villages Homeowners Association, Phase 9C 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, as amended from time to time.

1.6 Control Transfer Date shall mean the same date as defined in Section 9 of this Supplementary Declaration.

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

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

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 Pebble Creek Owners Association and the Stonewater Villages Homeowners 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. A copy of the Bylaws of Stonewater Villages Homeowners Association is attached hereto, but remains subject to amendment as therein described.

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 Maintenance Charge shall mean the assessment made and levied by the Board against each owner and his Lot in accordance with the provisions of this Supplementary Declaration

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

1.14 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.

1.15 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 Stonewater Villages Community, including sellers under executory contracts of sale and excluding buyers thereunder.

1.16 Reimbursement Assessment shall mean the assessment levied against an Owner by the Association pursuant to Article 8 of this Supplementary Declaration.

1.17 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.

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

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

1.20 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 (f) 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 known, 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 this Supplemental 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 (with written approval from the Developer) 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 without written permission. 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 3.14, 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.

All residence construction shall commence within 36 months of purchase of the lot and shall be completed within 24 months after commencement of such construction or improvements. In the event the owner of land purchased from the Declarant does not commence construction of the home within 36 months after the date of purchase, the Declarant shall have the right to re-purchase the land. The Declarant shall serve the owner with a notice of such intent and thereafter owner shall have 30 days to prepare necessary closing documents. The price paid to re-purchase the land shall be the sum of the original purchase price minus all special assessments which may have been paid by the buyer or levied against the property after the date of purchase, minus the sum of any unpaid property taxes, prorating of the current years' property taxes to date of closing, title insurance policy premium and any liens and encumbrances on the property of a definite or ascertainable amount. Conveyance shall be by warranty deed.

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 9C Building Requirements

1. All lots Pebble Creek Phase 9C shall have dwelling units with a minimum heated square footage of 2,000 square feet. If the Dwelling is more than one story in height, a minimum of 60% of the heated square footage shall be on the ground floor. All dwelling units allowed for construction shall only be those that have been approved by the Declarant and a list of such plans shall be provided.

B. Phase 9C Setbacks

1. All Lots, Phase 9C unless otherwise noted, shall have front setbacks of 20 feet and rear setbacks of 20 feet.
2. Lots 31 through 37, Block 52; and Lots 1-14, Block 53; Phase 9C shall have a rear setback of 15 feet.
3. All Lots, Phase 9C unless otherwise noted, shall have left and right side setbacks of 5 feet.
4. Lots 1, Block 52 and Lots 5 and 14, Block 53; Phase 9C shall have a right side setback of 15 feet and a left side setback of 5 feet.
5. Lots 1 and 6, Block 53; Phase 9C shall have a left side setback of 15 feet and a right side setback of 5 feet.

3.3 Composite Building Site. Any Owner of one or more adjoining Lots or Units (or portions thereof) may, with the prior written approval of the Architectural Committee, consolidate such Lots or Units or portions into one building site, with the privilege of placing or constructing Improvements on such resulting site, in which case the side setback lines shall be measured from resulting side property lines rather than from the Lot or Unit lines as indicated on the Plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of all Lots in the same block. In addition, the side lot utility easement, if applicable, must be abandoned or released in accordance with applicable law, and the Owner shall be responsible for the cost of relocating any utility lines and restoring the surface of any abandoned or relocated utility easements. Upon such abandonment or release and upon the receipt of written approval of the Architectural Committee, such resulting composite building sites shall thereupon be regarded as one (1) "Lot" for all purposes hereunder. 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 contain 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 shall be located on any Lot nearer to the front, rear, side or street-side Lot building line shown on the Plat or nearer to the property lines than the minimum building setback lines described in Section 3.2. For purposes of this Declaration, steps, screened porches (covered or uncovered), storage rooms, stoops, and servants' quarters, shall be considered as part of a residential structure or other Improvement. This covenant shall not be construed to permit any portion of a building foundation on a Lot to encroach upon an easement. The main residential structure on any Lot shall face the front of the Lot, except as otherwise approved in writing by the Architectural Committee.

3.5 Removal of Trees

- A. Unless located within ten feet (10') of a building or a recreational or parking facility, no Owner other than Declarant shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six (6") inches or more at a point of four feet (4') above ground level, without obtaining the prior written approval of the Architectural Committee, provided that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Committee or its representatives, as well as other dead or diseased shrubs, brushes, 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 residence, are required to remove and haul from the Lot or Unit all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot or Unit for construction of the residence, construction of other improvements and landscaping. No burning is allowed on the Lot or Unit (unless written permission is granted therefore 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.

3.6 Trash Care of Lots and Units During Construction of Residence.

- A. All Owners, during their respective construction of a residence, are required to place an approved trash receptacle on each lot to contain all debris and garbage associated with building construction. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot or Unit. 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, may trespass or otherwise enter upon (or authorize one or more others to enter upon) said Lot or Unit, to clean, or cause to be cleaned, such debris and garbage 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.
- B. 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.
- C. 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.

3.7 Concrete Washout. During construction on any Lot, each builder must coordinate with his cement contractor to conduct all cement washing only on the lot in which the construction is taking place or in a portable washout container.

3.8 Brick Requirements. Without the prior approval of the Architectural Committee, no residence shall have less than seventy five percent (75%) brick construction on its exterior wall area.

3.9 Carpports. No carpports shall be erected or permitted to remain on any Lot or Unit without the express prior written approval of the Architectural Committee.

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

- A. All Lots Phase 9C: All fencing shall be wrought iron of standard design not exceeding five feet (5') in height, as approved in writing by the Architectural Committee, may be constructed from the front building set-back line to the rear property line.

- B. Lots 19 and 20, block 52, Phase 9C shall be permitted to have rear access gates; however, they must remain locked at all times when not in use. Notwithstanding the exception for rear access gates for Lots 19 and 20, only front yard access gates will be allowed. Side and rear access gates are not allowed in Phase 9C.

3.11 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.

3.12 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.

3.13 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, 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 purposes, or for church purposes. The renting or leasing of any residential dwelling is subject to the provisions of Section 3.35.

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.

3.14 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 3.14.

3.15 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 overnight parking (between the hours of 12:00am and 6:00am) 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.

3.16 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.

3.17 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 may trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot or Unit, to 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.

3.18 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. Vehicles that are "wrapped" in advertisements must be stored in the garage when not in active use as a passenger vehicle.

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.

3.19 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.

3.20 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.

3.21 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.

3.22 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 Control Committee) and must comply with ordinances of the City of College Station. There will be no above ground pools permitted in Pebble Creek Phase 9C.

3.23 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.

3.24 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 or 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 Owner or occupant is not using the garage.

- A. All homes in Phase 9C shall have front loading garages. (Unless otherwise approved by the Architectural Control Committee).

3.25 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.

3.26 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.

3.27 Vehicles Permitted to Use Roads and Streets.

- A. The only motorized vehicles allowed on the roads and street easements in the Pebble Creek Development shall be (1) motor vehicles currently licensed and inspected for use on public highways or (2) golf carts with a current permit issued by the Pebble Creek Country Club; provided, however golf carts shall be operated in the Pebble Creek Development 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 bikes, 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 State of Texas or the state of such person's domicile.

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

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

3.30 Landscaping.

- A. All front yards of all lots must, as a minimum requirement, be sodded with Zoysia grass, irrigated and must have shrubs or other landscaping planted adjacent to the front of all Units constructed thereon to screen from view the foundation of such Units. In addition, all corner lots must sod and irrigate from property line to the curb and/or sidewalk. Moreover, before any initial landscaping (including the planting of grass) shall be done in the front yard of any newly constructed dwelling, the general layout, and plant types and sizes shall first have been approved in writing by the Architectural Committee. All lots in Phase 9C, in addition to the established criteria, will be required to install or preserve a minimum of two shade trees in the front yard of each lot, with the total diameter of trees no less than nine inches - and with no one tree being less than 4.5 inches in diameter if installed- according to the specifications set forth by the Declarant. A list of approved shade trees will be provided with the landscape guidelines and specifications. All approved initial landscaping shall be completed not later than sixty (60) days after substantial completion of the dwelling, except for emergency situations as approved by the Architectural Committee.
1. Lots 1, 5, 6 and 14; Block 53; Pebble Creek Phase 9C are required to install landscaping along Stonewater Loop, according to the specifications set forth by the Declarant. A plan will be provided with the landscaping guidelines and specifications.
- B. All landscaping installed by Owner shall comply with the landscape criteria ("Landscape Criteria") established by the Architectural Committee, as such Landscape Criteria may be amended from time to time. However, any landscaping installed by the Owner which is approved by the Architectural Committee prior to the establishment

of the Landscape Criteria or at any time after such Landscape Criteria is established shall be maintained by the Owner in a neat and attractive condition at all times. Any replacement landscaping which complies with the Landscape Criteria does not need to be approved by the Architectural Committee; however, an Owner may submit a landscape layout and plans 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 layout and plans submitted to it for review, including, but not necessarily limited to, drainage, grass, shrub and tree planting, are acceptable to the Architectural Committee. The Architectural Committee may require additional and/or different types of landscaping should the Architectural Committee deem it to be necessary.
- D. Each improved Lot shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to, at a minimum, the front yard, and, in the case of corner lots, any yard area facing the street. The sprinkler system for each Lot shall be designed and installed adequately the area (the "Curbside Area") between the boundary of such lot and the curb of any street that immediately adjoins such lot. Each Owner of a Lot shall be responsible for the maintenance of the Curbside Area which immediately adjoins such lot, except to the extent such irrigation or maintenance is expressly undertaken by the Association.

3.31 Roofing. No external roofing material other than composition shingles (excluding three tab shingles), as approved by the Architectural Committee, shall be used on any residence or other Improvement on any Lot or Unit. All roofs shall have prior written approval of the Architectural Committee prior to installation. Any other roofing materials shall require a written variance by the Architectural Committee. The minimum pitch on roofs shall be 8 to 12. The Architectural Committee must approve roof fans, attic fans, attic ventilators or other roof penetrations if any portion of the Improvement is visible from the front property line or golf course.

3.32 Driveways. Driveways shall be constructed entirely of concrete, exposed aggregate concrete or brick pavers.

3.33 Lighting. No exterior lighting may be constructed or installed on any Lot or Unit without the prior written approval of the Architectural Committee. (The Architectural Committee may require post lamps at the street).

3.34 Minimum Slab Elevation. The slab elevation of all constructed dwelling units; garages and related Improvements shall not be less than three feet (3') above the 100-year flood plain elevation of such Lot or Unit. Not more than one foot (1') of vertical surface of concrete slab of any Unit shall be exposed to view from any public view or adjacent Lots. Any slab in excess of one foot (1') in height above finished grade shall have at least that excess in height covered with masonry used in constructing the Unit. Any Unit with a pier and beam foundation shall have mechanical, electrical, plumbing lines and fixtures located there under screened from view from any public street and adjacent Units. Any Unit with an elevated deck shall have its open space below such deck screened from public view and view from adjacent Units. The Architectural Committee, in its sole discretion, will determine the adequacy of any screening technique employed.

3.35 Rental and Leasing. Owners must notify the Association if their Lots or Units are leased or rented. Owners must also provide the Association with the name of the tenant, a copy of the lease and the current mailing address of 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 Unit to abide by this Declaration, the Declaration, and the Rules and Regulations of the Association. Renting to roomers or to a second family occupying the lot is prohibited.

3.36 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.

3.37 Variations. The Architectural Committee may authorize variations from compliance with any of the provisions of this Supplementary Declaration or minimum acceptable construction standards or regulations and requirements as 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 Architectural Committee may require a variance. Such variations 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 variations 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 as 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.

3.38 Dish Antennae. No electronic radio or television dish antennae or any other type of receiving or transmitting equipment shall be permitted on any Lot unless it is erected, placed, or mounted in such a manner that such antennae or other equipment are concealed completely from view from public or private streets or courtyards, and are otherwise 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 of the Association or Architectural Committee, which default is continuing after thirty (30) days written notice thereof to 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 of 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 been 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), or 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 swells 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 covered 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 any 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 Lots or 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 aforesaid 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, the 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 gaining 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 of 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 Improvements located thereon, however, any such Improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot or Unit subject to said Side Lot 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, operating, 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, or in 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 Annexable Land as defined in the Declaration. It is currently contemplated by Declarant that portions of the Annexable Land will be developed in various stages or phases for residential purposes; however, the foregoing is only a current intentions and is subject to change without notice. It is also the present intention of Declarant that if such development occurs, mutual easements (including utility easements), licenses and rights may be granted for the benefit of the Association and Owners and the present and future owners and tenants owning or leasing improvements in any developments now or hereafter constructed on the Annexable Land. In order to effectuate such intentions, certain easements are herein 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 consent of any other Owner or the Association, to annex portions of the Annexable Land into the Community provided that the property so annexed is to be developed in a manner generally similar to the existing Lots and Units in accordance with 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 Land 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 to 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 effected 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 anniversary 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 entitled to annex such Annexable Land into the Community with the written approval (by written instrument or written ballot) 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 by such Members shall not require the vote of the Members described in the preceding sentence if such annexation occurs 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 authorized under this Section 6.1 shall be made by filing a supplementary declaration or record with respect to the property to be annexed into the Community.

6.2 Easements and Rights Presently Reserved. Declarant hereby reserves unto itself, its successors and assigns, a nonexclusive easement and right-of-way for ingress, egress and parking over, across and through all streets and roadways (private or otherwise) shown on the Plat, said easement and right-of-way to expire on the Control Transfer 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 easements set out in this Article 6 to such persons or entities as it desires, including but not limited to property owners' associations, but in no event to any person or entity that does not have an interest in a tract or parcel of land situated within the Annexable Land, it being intended that the right to use such easements be limited to parties residing on or using the Annexable Land or the Community, and their guests and invitees. No assignment of any such easement or easements shall be made unless concurrently therewith the parties, or representatives thereof, who are being granted such rights also grant to the Owners or the Association a reciprocal easement or easements with respect to any similar facilities, if any, owned by such parties and located on the Annexable Land, or any part thereof. Subject to all of the provisions of this Article 6, Declarant and its successors and assigns may make multiple nonexclusive assignments 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 entities or persons in connection with the development of Improvements on the Annexable Land as set out in Section 6.2 above, all such assignments shall provide that the assignees there under shall bear their proportionate share of the costs of maintaining, using and operating the street, road, recreational facility or other facility, as the case may be, as to which such right is granted. Such sharing of costs and expenses shall be based upon the actual costs of ownership, operation and maintenance of the facility in question, and shall be borne pro rata by all persons having the right to make use thereof based upon the number of applicable Lots and Units and Country Club memberships. The time of payment of such costs, and the methodology of ascertaining same, shall be specified in the instrument from Declarant or its successors and assigns to its assignee and shall be binding upon the Owners and the Association and such assignees provided that the cost allocation shall be based upon the basis as hereinabove provided or some other equitable basis.

6.5 Authority of the Board. The Board shall have, and is hereby granted, the necessary and requisite authority to enter into such cross-easement and cross-use agreements, or other agreements howsoever designated, as may 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 no force or effect and shall not constitute any encumbrance with respect to the Annexable Land or any part thereof, unless and until portions of the Annexable Land are made subject to the jurisdiction of the Association by separate instrument executed solely by Declarant and any lien holders, which instrument is recorded in the Office of the County Clerk of Brazos County, Texas. Reference is made herein in this Article 6 to the Annexable Land solely for purposes of describing certain reciprocal easements and other rights that may hereafter arise as between the Community and the Annexable Land and limiting the parties to whom the easements hereby reserved with regard to the Community may be assigned. No easements or rights are hereby granted or reserved as to the Annexable Land, and no easement or other right referred to in this Article 6 with respect to the Annexable Land or any part thereof shall be of any force or effect unless set forth in a document executed by the owner or owners of the part of the Annexable Land to be subject to such right or easement, which document, or a memorandum thereof, is hereafter recorded in the Office of the County 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 provision 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 and shall be binding upon all future Owners, transferees and lessees thereof, and their successors and assigns, for a term of forty (40) years from the date of this Supplementary Declaration, after which time the provisions of this Supplementary Declaration

automatically shall be extended for up to three (3) successive periods of ten (10) years each unless terminated as provided in Section 7.4.

7.3 Re-subdivision. In the event that any Lot or Unit is re-subdivided or submitted to a condominium regime, the plan of re-subdivision or condominium plat filed in the Office of the County Clerk of Brazos County, Texas shall make specific reference to this Supplementary Declaration, but its failure to do so shall not affect the applicability of the provisions hereof to any such Lot or Unit.

7.4 Amendment by Members. This Supplementary Declaration may be amended or changed, in whole or part, at any time within forty (40) years of the date of this Supplementary Declaration by a written instrument signed by those Members (including the Declarant) in the Community holding not less than sixty-seven percent (67%) of the total votes 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 facie 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 than 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 Declarant's Right of First Refusal This right is in effect for three (3) years after the original settlement date for the Lot from the Declarant to the First Purchaser. The provisions of this section only apply to unimproved lots and do not apply whatsoever to any lot on which there is a completed residential dwelling. In order that the Declarant may more effectively and carefully guide, control, coordinate and monitor the construction of residential dwellings within the Subdivision, prior to the commencement and completion of a residential dwelling and its appurtenant landscaping on a Lot, no Lot Owner (excluding the Declarant) may sell, transfer, lease, rent, devise, give, assign or in any other manner dispose of a fee or undivided fee interesting such Lot without first offering such fee interest to the Declarant, or otherwise obtaining the express written approval of the Declarant, in the manner hereinafter provided:

- (a) Any Lot Owner intending or proposing to sell, transfer, lease, rent, devise, give, assign or in any other manner dispose of a fee or undivided fee interest in a Lot (any and all such manners of disposition being referred to or considered hereinafter for convenience as "sale" or "sell") shall give written notice to the Declarant (sent to the address that is registered with the state) of such intention or proposal together with the terms and conditions of the sale and the name and address of the intended or proposed purchaser and such other information as the Declarant may reasonably require in connection with such transaction. The issuance of such notice to the Declarant shall constitute a warranty and representation by such Lot Owner that the proposal and purchaser are bona fide in all respects;
- (b) Declarant shall, upon receipt of the notice described above, have the exclusive right and option, exercisable at any time during a period of thirty (30) days from the receipt of said notice, to purchase or acquire the subject Lot for the original sales price amount and on the same terms and conditions as set forth in the original sale of the lot; and
- (c) If Declarant does not elect to exercise its first refusal option right hereunder, the Lot Owner shall be so notified in writing and shall be free to proceed with the sale of the Lot.

From and after the date of completion of a residential dwelling and its appurtenant landscaping on each lot, such lot, and the owner thereof, shall no longer be affected by the foregoing first right of refusal.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

8. ASSESSMENTS:

8.1 Imposition and Collection.

A. There may be imposed, assessed or charged against each Lot and Unit within the Community, by the Board and in favor of the Community Association, maintenance charges (hereinafter sometimes collectively referred to as "Maintenance Assessment") and special assessments ("Special Assessment") for capital Improvements; provided however, that Declarant may by instrument in writing filed of record in the Office of the County Clerk of Brazos County, Texas, alter the charges or assessments for owners of Commercial Property until the Control Transfer Date as defined in the Declaration. Such Maintenance Assessment and Special Assessment shall be imposed, payable and collected as provided in this Article 8.

B. Each Owner of a Lot or unit in the Community, by acceptance of title thereto whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Community Association all Maintenance Assessments and other assessments or charges hereby levied against such Owner. The Maintenance Assessments and any other assessments or charges hereby levied, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the Lots and units and shall be a continuing lien upon the property as to which each such Maintenance Assessment or other assessment or charge is made.

C. Any Maintenance Assessment, Special Assessment or other charges and assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The community Association may bring an action at law against the Owner personally obligated, as applicable, to pay the same or foreclose the above described lien against the Owner's Lot or Unit, as provided below.

D. In order to secure the payment of the Maintenance Assessment, special Assessments, and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Community Association, shall be and is hereby reserved in the deed from the Declarant to the purchaser of each Lot, unit or portion thereof, which lien shall be enforceable through appropriate judicial and/or non-judicial proceedings by the Community Association. As additional security for the payment of the Maintenance Assessment, Special Assessments, and other charges and assessments hereby levied, each Owner of a Lot or unit in the Community, by such party's acceptance of a deed thereto, hereby grants the Community Association a contractual lien on such Lot or unit which may be foreclosed on by non-judicial foreclosure and pursuant to the

provisions of section 51.002 of the Texas Property Code (and any successor statute), and each such Owner hereby expressly grants the Community Association a power of sale in connection therewith. The community Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said section 51.002 of the Texas Property Code and said power of sale designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Community Association and filed for record in the Real property Records of Brazos County, Texas. In the event that the Community Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Community Association. If required by law, the Community Association or Trustee shall send any curative period notice to the Owner and also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Brazos County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Community Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Community Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Assessment, Special Assessment, or other charge or assessment levied hereunder, the Community Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon thirty (30) days prior written notice thereof to such non paying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this section 8.1 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Community Association, acting without joinder or any other Owner of mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Brazos County, Texas, amend the provisions hereof so as to comply with said amendments to section 51.002 of the Texas Property Code. E. In addition to the right of the Community Association to enforce the Maintenance Assessment, Special Assessment or other charge or assessment levied hereunder, the Community Association may file a claim or lien against the Lot or unit of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot or unit against which the Lien is claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Community Association or other duly authorized agent of the Community Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Community Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board to cover the preparation and recordation of such release of lien instrument.

F. Any officer, the treasurer or the manager of the Community Association shall, within ten (10) days of a written request and upon payment to the Community Association of such fee as is from time to time determined by the Board, furnish to any owner or such Owner's mortgagee which request the same, a certificate in writing signed by such officer or manager setting forth whether the Maintenance Assessment or Special Assessment for which such Owner is responsible has been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Maintenance Assessment or Special Assessment stated therein to have been paid.

8.2 Purpose of Maintenance Assessments. Maintenance Assessments and Special Assessments levied by the community Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of the Community, and for the Improvements, maintenance and operation of the community Common Elements of the Community. Maintenance Assessments levied by the Community Association for each fiscal year shall be adequate to finance the operations and activities of the Community Association, to satisfactorily maintain the Community Common Elements of the community, and to establish and maintain adequate repair and replacement services including the maintenance and replacement of any landscaping installed or maintained by the Community Association. The use of the Maintenance

Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Community Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

8.3 Basis and Maximum of Maintenance Assessment. Until January 1st of the year immediately following the conveyance of the first Lot or unit to an Owner, the maximum annual Maintenance Assessment by the Community Association shall be \$1200.00 per Lot or Unit. The Assessment may be less than such amount if the Declarant should determine that the above amount exceeds the then needs of the Community Association.

A. From and after January 1 of the year immediately following the conveyance of the first Lot or Unit of an Owner, the maximum annual Maintenance Assessment may be increased effective January 1 of each year without a vote of the membership of the greater of (i) ten percent (10%) per year over the previous year or (ii) the percentage increase, if any, for the *one* year period ending on the first day of the preceding July in the Consumer Price Index (For All Urban Consumers [CPI-V], U.S. City Average, All Items 1982-84 = 100), or its successor index. If no successor index exists, then the Board may select a comparable index.

B. From and after January 1st of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual Maintenance Assessment for the succeeding year may be increased above that established by the greater of ten percent (10%) per annum or the Consumer Price Index formula by a vote of the Members, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. Such Members may vote to increase the maximum Maintenance Assessment for up to a two (2) year period. The limitations hereof shall not apply to any change in the maximum and basis of the Maintenance Assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

C. After consideration of current maintenance costs and future needs of the Association, the Board may fix the annual Maintenance Assessment to an amount not in excess of the maximum hereinabove provided for. Subject to the provisions of this section 8.3, if the Board levies a Maintenance Assessment in an amount less than the maximum amount for any calendar year, the Board by majority vote may thereafter levy one or more supplemental Maintenance Assessments during such calendar year if it determines that the "Functions" (as hereinafter defined) cannot be funded by such lesser Maintenance Assessment. In no event shall the sum of the initial and supplemental Maintenance Assessments for any calendar year exceed the maximum Maintenance Assessment permitted for that calendar year.

8.4 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 Community 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. From and after January 1, 2010, a special assessment also may be imposed by the Board, in favor of the Community 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. Notwithstanding any provision of this Supplementary Declaration or of any Governing Document to the contrary, and in addition to any other levy, assessment or charge referenced herein, the Association shall and is hereby authorized to levy, assess or charge each Lot for all costs associated with the maintenance, upkeep, repair and operation of the private gate, streets, sidewalks and alleyways, all as referenced in paragraph 12.9 of this Supplementary Declaration and as further authorized in the Bylaws of the Association, and the authority referenced herein shall without limitation include the authority on an annual basis, to levy, assess or charge each Lot an amount necessary to maintain the Reserve Fund as that term is described in the Bylaws of the Association.

8.5 Meeting, Notice and Quorum. Written notice (sent by regular U.S. mail, postage prepaid) of any Members meeting called for the purpose of taking any action authorized under Section 8.3 and 8.4 shall be provided to the Members no less than fifteen (15) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of Members entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, one or more subsequent meetings may be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one-half of the required quorums at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.6 Uniform Rate of Assessments. Maintenance Assessments and Special Assessments shall be fixed at a uniform rate for all Lots and Units except assessments on Commercial Property shall be made in accordance with Section 8.1A.

8.7 Commencement of Maintenance Assessments. The Maintenance Assessments levied herein shall become effective as to all assessed Lots and units on the first day of each month following the conveyance of the first Lot or unit to a Class A or C Member. The initial Maintenance Assessment shall be adjusted according to the number of months remaining after such effective date in the calendar year in which such effective date falls. The board shall fix the amount of the Maintenance Assessment and any Special Assessment against each Lot or unit at least thirty (30) days in advance of each assessment period. Notice of an assessment shall be provided to the Owners subject thereto at least thirty (30) days before the date on which payment of the Maintenance Assessments (whether annual, semi-annual, quarterly or monthly) shall be established by the Board. However, failure by the Board to fix the Maintenance Assessment or Special Assessment for any year shall not be deemed a waiver with respect to any of the provisions of this Supplementary Declaration or a release of the liability of any Member to pay such Maintenance Assessment or Special Assessment or any installment thereof, for that or any subsequent year. In the event of such failure by the Board, each Owner shall continue to pay the Maintenance Assessment established. The new Maintenance Assessment established by the Board shall be applied retroactively to the commencement of the then current assessment year, and the deficit, if any, shall be paid within thirty (30) days after receipt of a statement therefore.

8.8 Declarant Voluntary Contributions. Notwithstanding anything contained herein to the contrary, the Declarant shall not be required to pay the assessment on any Lots or Units owned by the Declarant; but in the event that a deficit may exist between the Maintenance Assessments and special Assessments and the annual budget of the Association, the Declarant may elect (but shall not be obligated) to fund such deficit with a non-refundable contribution to the Association.

8.9 Nonpayment of Assessments. Non-use of Community Common Elements by Owner or occupant of a Lot or Unit assessed, or abandonment of a Lot or Unit assessed shall not relieve such Lot or Unit from liability for the Maintenance Assessment, Special Assessment or any other assessment imposed pursuant to this Article

8.10 Subordination of the Lien. The liens granted herein and the superior title herein reserved to secure any Maintenance Assessment, Special Assessment, Reimbursement Assessment or any other charge or assessment provided for herein shall be deemed subordinated to any vendor's lien or the lien of any purchase money, construction mortgage and/or second mortgage on the assessed Lot or Unit, as applicable, and any renewal, extension, rearrangement or refinancing thereof.

Each such mortgagee of a mortgage encumbering a Lot or unit who obtains title to such Lot or unit pursuant to the remedies provided in the Deed of Trust or Mortgage, by judicial foreclosure or by deed in lieu of foreclosure shall take title to such property free and clear of any claims for unpaid Maintenance Assessments, Special Assessments, Reimbursement Assessment or any other charge or assessment provided for herein which accrued prior to the time such holder acquires title to such property. No such sale or transfer shall release such holder acquiring title to such property from liability for any Maintenance Assessment, Special Assessment, Reimbursement Assessment or any other charge or assessment provided for herein thereafter becoming due or from the liens hereof. Any other sale or transfer of a Lot or unit shall not affect the Association's liens created herein for assessments and charges.

8.11 Exempt Property. The following property subject to this Supplementary Declaration shall be exempt from the Maintenance Assessments and all other charges and assessments created herein: (a) All properties dedicated to and accepted by a local public authority; (b) The Common Area and Community Common Elements; and (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Texas, however, no land or Improvements devoted to dwelling use shall be exempt from said Maintenance Assessments or other charges and assessments.

8.12 Additional Assessments, Charges. Etc. The Maintenance Assessments, Special Assessments or other charges are in addition to and not in lieu of any maintenance assessments, special assessments or other charges contained in the Declaration. The Owner of a Lot or unit in the Community will be required to pay the assessments levied in accordance with the Declaration and also this Supplementary Declaration.

9. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS:

9.1 Members. Every Owner of a Lot or unit in the community shall be a Member of the Community Association which Declarant is causing to be formed concurrently with this Supplementary Declaration. With respect to the Owners, membership shall be appurtenant to and may not be separated from ownership of any Lot or unit. The Owner of each Lot or unit in the community shall also be a member of the Association.

9.2 Classes. The Community Association shall have two classes of voting membership:

A. Class A Members shall be Commercial-Builders and other Owners, with the exception of the Declarant as long as Declarant is a Class B Member, and shall have voting rights as provided below.

B. Class B Members shall be the Declarant and shall have voting rights as provided below for each Lot or unit owned. The Class B membership of Declarant shall terminate and be converted to Class A membership on the happening of the earliest of the following events (herein referred to as the "Control Transfer Date"), but in no event prior to January 1, 2020 (unless the Declarant elects to terminate such Class B membership status on or before January 1, 2020):

(i) when the total votes of Class A Members equal the total votes of Class B Members; provided, however, that Declarant's Class B status automatically shall be restored in the event that additional properties are hereafter annexed into the Community by Declarant which has the effect of causing the total Class B votes to exceed the total Class A votes, or;

(ii) on December 31, 2021.

Additionally, if the Declarant annexes into the jurisdiction of the Association more than twenty (20) acres of additional Annexable Land at any time prior to the Control Transfer Date, then the earliest possible date for the Control Transfer Date to occur pursuant to (i) above automatically shall be extended for additional periods of five (5) years each, commencing on January 1, 2020 for every twenty (20) acres of additional Annexable Land annexed into the Pebble Creek Development by Declarant.

9.3 Determination of Voting Rights.

A. Class A Members shall be entitled to one (1) vote for each Lot or unit owned.

B. Class B Members shall be entitled to nine (9) votes for each Lot or unit owned; provided, however, that in the event a Lot or Unit exceeds one (1) acre, the Class B Member shall be entitled to (9) votes for each full acre of land in said Lot or unit. If Declarant hereafter subjects Annexable Land or Additional Annexable Land to the terms of this Supplementary Declaration, but such land has not be subdivided or platted, Declarant shall be entitled to nine (9) votes for each full acre of such land so annexed.

9.4 Multiple Owners of a Lot or unit. When more than one (1) Person owns an interest in a Lot or Unit, all such Persons shall be Members, however, there shall be but one vote for each Lot or unit owned by Class A Members. The vote of such Lot or unit shall be exercised as they determine and so notify the Association in writing (with the most recent written notification controlling). After a Person is designated by the Members as the representative of such Members, the Board shall have the right to rely on such designation until a written notice revoking such appointment, signed by all of the Owners of such Lot, is received by the Board. If the Owners are unable to agree upon one of their number to be designated as their representative to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

9.5 Members' Rights of Enjoyment. Every Member shall have a beneficial interest of use and enjoyment in and to the Common Area of the Community and such right shall be appurtenant to and shall pass with the title to every assessed Lot or unit, subject to the following provisions:

(a) the right of the Community Association, with respect to any facilities situated upon the Common Area, to limit the number of guests and Members;

(b) the right of the community Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

(c) the right of the Community Association, in accordance with its Articles of Incorporation and By-Laws (and subject to the prior written approval of the Declarant) to (i) borrow money for the purpose of improving and maintaining the Community Common Area and facilities (including borrowing from the Declarant or any entity affiliated with the Declarant) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall subordinate to the rights of the Owners hereunder;

(d) the right of the Community Association to suspend the Member's voting rights and the Member's and "Related User's" (as hereinafter defined) right to use any facilities situated upon the Community Common Area during any period in which the Maintenance Charge or any assessment against his Lot or Unit remains unpaid;

(e) the right of the community Association to suspend the Member's voting rights and the Member's and Related User's right to use any facilities situated upon the Community Common Area, after notice and hearing by the Board for the infraction or violation by such Member or Related User of this Supplementary Declaration or the Rules and Regulations established for the Community, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and

(f) the right of the Community Association, subject to the prior written approval of the Declaration and prior to the Control Transfer Date, to dedicate or transfer all or any part of the Community Common Area to public agency, authority or utility.

9.6 Delegation of Use. Any Member may delegate, in accordance with the By-Law, his right of enjoyment to the Community Common Elements and facilities to the members of his "family" (defined herein as those members of the Member's immediate family living in the Member's residence), his tenants, or contract purchasers who reside on the Lot or unit (collectively the "Related Users") . If a Member leases his Lot or unit to a tenant, the tenant, but not the Member, shall have the exclusive privilege of enjoyment of the Common Area and facilities of the Association during the term of the said tenant's tenancy.

10. DUTIES AND POWERS OF THE COMMUNITY ASSOCIATION:

10.1 General Duties and Power of the Community Association. The Community Association has been or is being formed to further the common interest of the Members of the Community. The community Association, acting through the Board or through persons to whom the Board has delegated such powers (and subject to the provisions of the By-Laws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members of the Community, to maintain, improve and enhance the Community Common Area and to improve and enhance the attractiveness, desirability and safety of the Community and any portion of the Annexable Land which becomes subject to the jurisdiction of the Community Association. The Community Association shall have the authority to act as the agent and attorney-in-fact for all Members of the Community Association and to enter into any and all contracts on behalf of the Members of the Community Association in order to carry out the duties, power and obligations of the community Association as set forth in this Supplementary Declaration.

10.2 Duty to Accept the Community Common Elements and Facilities Transferred by Declarant. The Community Association shall accept title to any property, including any Improvements thereon and personal property transferred to the Community Association by Declarant, and equipment related thereto together with the responsibility to perform any and all administrative and maintenance functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are no inconsistent with the terms of this Supplementary Declaration. Property interests transferred to the Community Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Community Association by Declarant shall be within the boundaries of the Community or Annexable Land. Any property or interest in property transferred to the community Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board, be transferred to the Community Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of the Declaration, the terms of this Supplementary Declaration, and all easements, covenants, conditions, restrictions and other encumbrances which do not materially affect the use and enjoyment of such property by the Community Association or by the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board, no property or interest in property transferred to the Community Association by the Declarant shall impose upon the Community Association any obligation to make monetary to Declarant or any affiliate of Declarant including, but not limited to, any payments to purchase price, rent, charge or fee.

10.3 Duty to Manage and Care for the Community Common Elements. The Community Association shall manage, operate, care for, maintain and repair all Community Common Elements and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members of the Community. The duty to operate, manage and maintain the Community Common Elements may or may not include the following: establishment, operation and maintenance of a guardhouse and/or security patrol for the Community; operate recreational facilities; landscaping (including the installation and

maintenance of a sprinkler system); maintenance, repair and replacement of any private roads and private streets or gates (if any), roadside ditches and culverts, culvert pipes underneath streets, bridges, traffic control Improvements (traffic signals and street lights); maintenance and operation of any lakes; and mowing of street right-of-ways and roadside ditches.

10.4 Duty to Pay Taxes. The Community Association shall pay all taxes and assessments levied upon the community Common Elements and shall have the right to contest any such taxes or assessments provided that the Community Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment or the foreclosure of any lien for such tax or assessment, and provided that the Community Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

10.5 Duty to Maintain Casualty Insurance. The Community Association shall obtain and keep in full force and effect at all time, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable Improvements and personal property owned by the Community Association, including coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake and war risk. Casualty, fire and extended coverage insurance with respect to insurance Improvements shall, to the extent reasonably obtainable, be for the full insurance value based on current replacement cost.

10.6 Disbursement of Proceeds. Proceeds of insurance policies shall be used to replace, repair or reconstruct damaged portions of the Community Common Elements. Any proceeds remaining after defraying such costs of repairs, replacement or reconstruction of the Community Common Elements shall be retained by and for the benefit of the community Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

10.7 Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the Community Common Elements covered by insurance written in the name of the Community Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates for the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction as used in this section 10.7 means repairing or restoring the damaged or destroyed property to substantially the same condition in which it existed prior to the fire or other casualty.

10.8 Repair, Replacement and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired, replaced or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners in proportion to the number of Lots in the Community owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from said special Assessment exceed the cost of such repair, replacement or reconstruction, such excess shall be deposited for the benefit of the Community Association.

10.9 Duty to Maintain Liability Insurance. The Community Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily injury and property damage including, but not limited to, public liability for bodily injury and property damage arising as a result of the ownership and operation of motor vehicles.

10.10 General Provisions Respecting Insurance. Insurance obtained by the Community Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Community Association shall, to the extent reasonably possible without undue cost, contain a waiver or rights of subrogation as against the Association, each Member and any person claiming by, through or under such Member and as against any officer, director, agent or employee of any of the foregoing. Insurance obtained by the Community Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of rights of subrogation as against Declarant. Insurance policies and insurance coverage shall be reviewed at least annually by the Board to ascertain whether coverage under the policies is sufficient in the light of the current values of the Community Common Area and in light of the possible or potential liabilities of the Community Association. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Common Area and other property of Declarant.

10.11 Other Insurance and Bonds. The Community Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain director's insurance and such other insurance and such fidelity, indemnity or other bonds as the Community Association shall deem necessary or desirable.

10.12 Duty to Prepare Budgets. The Community Association shall prepare budgets for the Community Association, which budget shall include a Reserve Fund for the maintenance of all community Common Area.

10.13 Duty to Levy and Collect Fees, Charges and Assessments. The Community Association shall levy, collect and enforce the Maintenance Assessments, Special Assessments and other charges and assessments as elsewhere provided in this Supplementary Declaration.

10.14 Power to Acquire Property and Construct Improvements. The Community Association may acquire property or an interest in property (including leases) for the common benefit of Owners of Lots or units in the community including Improvements and personal property. The Community Association may construct Improvements on the Property and may demolish existing Improvements.

10.15 Power to Adopt Rules and Regulations. The Community Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Supplementary Declaration, the operation of the Community Association, the use and enjoyment of the Community Common Elements and the use of any other property within the community Common Elements, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied (as to all Owners of the Community, if applicable, and to Owners of similarly restricted Lots). Such Rules and Regulations shall be effective only upon adoption by resolution of the Board. Notice of the adoption, amendment or repeal of any Rule and Regulation shall be given by posting any such Rule or Regulation for thirty (30) days after the date of adoption in the Community Association office, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of the Declaration. In the event of conflict between the Rules and Regulations and the provisions of the Declaration, the provisions of the Declaration shall prevail.

10.16 Power to Enforce Restrictions and Rules and Regulations. The Community Association or the Declarant (and any Owner with respect only to the remedies described in (ii) or (iii) below) shall have the power to enforce the provisions of this Supplementary Declaration and the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Member and each "Related User" (defined herein as a Member's tenant, guest, invitee or contract purchaser who occupies the Owner's Lot or unit). without limiting the generality of the foregoing, the Community Association shall have the power to enforce the provisions of this Supplementary Declaration and the Rules and Regulations of the Community Association by anyone or more of the following means: (i) by entry upon any property within the Community after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the Improvements situated thereon by the Owner or any other person), without liability by the Community Association to the Owner thereof, for the purpose of enforcement of this Supplementary Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Supplementary Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (iii) by commencing and maintaining actions and suits to recover damages for breach of any of the provision of this Supplementary Declaration or the Rules and Regulations; (iv) by exclusion, after notice and hearing, of any Member or Related User from use of any recreation facilities within the community Common Area during and for up to sixty (60) days following any breach of this Supplementary Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case such exclusion shall continue for so long as such breach continues; (v) by suspension, after notice and hearing, of the voting rights of a member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Supplementary Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (vi) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Supplementary Declaration or such Rules and Regulations by such Member or a Related user (which assessment reimburses the Community Association for the costs incurred by the Community Association occasioned by the conduct of an Owner or by the family, tenants, agents, guests or invitees of any Owner), such assessment being hereinafter referred to as the "Reimbursement Assessment"; (vii) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, from any Member or Related User for breach of this Supplementary Declaration or such Rules and Regulations by such Member or a Related User; and (viii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Community Association with respect to exercising such remedy. The Reimbursement Assessment provided for

in this section 10.16 shall be levied by the Board and the payment thereof enforced in the same manner as the payment of Maintenance Assessments.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner and afford the Owner a hearing, as more particularly described in the By-Laws. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Community Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

10.17 Power to Provide Public Functions. The Community Association shall have the power, but no obligation, to acquire, construct, operate, manage, maintain, repair and replace utilities, and additional public facilities, and to provide other Functions as more particularly described in this Declaration.

10.18 Power to Provide Special Services for Members. The Community Association shall have the power, but no obligation, to provide services to a Member or group of Members. Any service to a Member or group of Members shall be provided pursuant to an agreement in writing, which shall provide for payment to the Community Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association for providing such services, including its proportionate share of the overhead expenses of the Community Association and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors or assigns of the Member or group of Members and that the payment for such services shall be secured by a lien on the property of the Member or group of Members as provided for in this Supplementary Declaration.

10.19 Power to Grant Easements. In addition to any blanket easements described in this Supplementary Declaration, the Community Association or the Declarant shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the community Common Elements. Additionally, the Community Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under the portion of such Lots within the restricted building setback area provided that such easements do not unreasonably interfere with the Owners' use and enjoyment of such Lots.

10.20 Power to Convey and Dedicate Property to Government Agencies. The Community Association or the Declarant shall have the power to grant, convey, dedicate or transfer any Community Common Elements (including private streets and roads) or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Community Association or the Declarant shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board and (ii) from and after the Control Transfer Date by the Community Association, with the approval of not less than two thirds (2/3rds) of the Class A and B Members agreeing in writing or by voting at any scheduled meeting of the Class A and B Members and with the prior written approval of the Declarant. The Community Association or the Declarant may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

10.21 Power to Borrow Money and Mortgage Community Common Elements. The Community Association, with the prior written approval of the Declarant prior to the Control Transfer Date, shall have the power to borrow money (including, without limitation, borrowing money from Declarant) and to encumber the Community Common Elements as security for such borrowing, subject to the limitations provided elsewhere in this Supplementary Declaration and the By-Laws with respect to required approvals and consents to such action. With respect to any deed of trust encumbering the Community Common Elements, the lender's rights thereunder shall be limited to the right, after taking possession of such Community Common Elements following the lender's foreclosure of the deed of trust, to charge reasonable admission and other fees as a condition to the continued enjoyment thereof by the Members of the community, if necessary, until the mortgage debt is satisfied, whereupon the exclusive possession of such Community Common Elements shall be returned to the Community Association.

10.22 Power to Employ Manager. The Community Association shall have the power to retain and pay for the services of a manager or managers to undertake the management of any of the Functions for which the Community Association has responsibility under this Supplementary Declaration to the extent deemed advisable by the Community Association, and may delegate any of its duties, power or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Community Association, the Community Association and its Board shall remain ultimately

Doc: 01076384 Blk: 01 Vol: 7702 Pg: 78
responsible for the performance and exercise of such duties, powers and functions. The Community Association may also contract with the Association to perform any of the Functions for which the Association has responsibility.

10.23 Power to Engage Employees, Agent and Consultants. The Community Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other professional services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Community Association under this Supplementary Declaration.

10.24 Power to Approve Annexation of Property. Each Owner, by acceptance of a Deed to a Lot or Unit, whether or not it shall be expressed in any such Deed or other conveyance instrument, agrees that the Community Association, by and through the Board, has the power to represent all Owners within the Community with respect to annexation into the City of College Station, Texas, and execute any instruments in connection with such annexation. Each Owner hereby expressly waives such Owner's right to oppose such annexation if approved by the Board.

10.25 General Corporate Powers. The Community Association shall have all of the ordinary powers and rights of a Texas nonprofit corporation formed under the laws of the State of Texas, including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Supplementary Declaration, the Articles of Incorporation or By-Laws. The Community Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Supplementary Declaration, the Articles of Incorporation and By-Laws and to do and perform any and all acts which may be necessary, desirable for, or incidental to, the exercise of any of the express powers or rights of the Community Association under this Supplementary Declaration, the Articles of Incorporation and By-Laws.

11. NOTICE OF SALE OF LOT OR UNIT; CERTIFICATE OF COMPLIANCE:

11.1 Notification of Sale of Lot or Unit. When a contract for the sale by an Owner other than a Declarant of a Lot or Unit in the Community has been executed, the selling Owner of the Lot or unit shall give the Board reasonable written notification of the date, time and place of the closing of the sale. Thereupon the Board may prepare a certificate of compliance as provided in Section 9.2 and deliver it within a reasonable time to the place of closing. Outstanding assessments and charges, if any, and reasonable costs for correcting any other non-compliance, if any, shall be deducted from the selling Owner's account at the closing and transmitted directly to the Community Association.

11.2 Certificate of Compliance. The Community Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Community Association setting forth whether or not the Community Assessments and any charges on a specified Lot or unit have been paid as of the date of the preparation of such certificate. A properly executed certificate of the Community Association as to the status of a Lot or Unit shall be binding upon the Community Association as of the date of its issuance, but not on the Association.

12. RIGHTS OF ENJOYMENT IN THE COMMON PROPERTIES

12.1 Easement. Subject to the provisions of Sections 12.2 through 12.7, each and every Owner in good standing with the Community Association shall have a non-exclusive right and easement of enjoyment in and to all common Properties, and such easement shall be appurtenant to and shall pass with every Lot, provided the conveyance and transfer is accomplished in accordance with this Supplemental Declaration. All Residents in good standing with the Community Association shall have a non-transferable, non-exclusive privilege to use and enjoy all Common Properties for so long as they are Members in good standing with the Community Association.

12.2 Extent of Members' Easements. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:

- (a) The right of the Declarant or Community Association to prescribe reasonable regulations (e.g. speed limits on the streets and limitation on parking on or in the streets) and policies governing, and to charge reasonable expense reimbursements and/or deposits (e.g., key, access card and/or radio transmitter device deposits) related to, the use, operation and maintenance of the Common Properties;
- (b) Liens or mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Property or Common Properties or by the Association to improve or maintain the Common Properties;

- (c) The right of the Community Association to enter into and execute contracts with any party (including, without limitation, the Declarant or its affiliates) for the purpose of providing management, maintenance or such other materials or services consistent with the purposes of the Community Association and/or this Supplemental Declaration;
- (d) The right of the Declarant or the Community Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
- (e) The right of the Declarant or the Community Association to enter into and execute contracts with the owner-operators of any community antenna television system ("CATV") or other similar operation for the purpose of extending cable or utility or security service on, over or under the Common Properties to ultimately provide service to one or more of the Lots;
- (f) The right of the Declarant or the Community Association in accordance with the requirements of the Texas Property Code to suspend the voting rights of any Member and to suspend the right of any Member to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a Lot resided upon by such Member remains unpaid, or during which non-compliance with this Supplemental Declaration exists, and otherwise for any period deemed reasonable by the Community Association for any infraction of the then-existing rules and regulation and/or architectural guidelines;
- (g) The right of the Declarant and/or the Community Association to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Declarant and the Board; and
- (h) The right of the Declarant and/or the Community Association to grant permits, licenses and easements over the Common Properties for utilities, roads and other purposes necessary for the proper operation of Pebble Creek Phase 9C and the Pebble Creek Development.
- (i) The right of the Declarant and/or the Community Association to limit the times the entry gates shall be accessible by access code or automatic remote device for purposes of preserving the structure and quality of the entry/exit gates. This includes, but is not limited to, leaving the entry/exit gates open Monday through Friday during working hours 7:00am to 5:00pm during the time period from the construction of the first dwelling on the first Lot to the construction of the last dwelling on the last Lot.

12.3 Restricted Actions by Members. No member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or Zoning Ordinance or which would result in the cancellation of or the increase of premiums for any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

12.4 Damage to the Common Properties. Each Member shall be liable to the Community Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Member or his family and guests.

12.5 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Community Association for all damages and costs, including reasonable attorneys' fees.

12.6 Use of Common Properties. The Board shall have the power and authority to prescribe rules and regulations which extend to and cover matters such as (but not limited to) the possession and consumption of alcoholic beverages, loud and obnoxious noises and behavior, and the supervision by attending adults of children. No person or entity (excluding the Declarant) shall use any portion of the Common Properties to:

- (a) solicit, promote or conduct business, religious, political or propaganda matters;
- (b) distribute handbills, newsletters, flyers, circulars or other printed materials,

without the prior written consent of the Community Association (which consent may be withheld in its sole and absolute discretion). The Community Association may, on its own motion, permit and allow reasonable activities to occur on the Common Properties in accordance with rules and regulations deemed reasonable and appropriate by the Community Association.

12.7 User Fees and Charges. The Board may levy and collect special charges and fees for any and all extraordinary operation and maintenance of the Common Properties and services which the Board determines to be necessary for the

advancement, benefit and welfare of the Owners or Residents. Examples (by way of illustration, and not limitation) of these special charges and fees would include: extraordinary utility consumption; additional gate and/or security personnel for parties or special events; management overtime services; and additional insurance conditions or requirements. In establishing special user fees, the Board may formulate reasonable classifications of users. Such fees should be uniform within each class but need not be uniform from class to class. If an Owner shall fail to pay a charge or fee when due and payable, said unpaid charge or fee shall be delinquent and upon written notice to said Owner shall become a personal debt of said Owner. Failure of any Owner to pay said fee and charge when due and payable, in addition, shall be a breach of these Covenants.

12.8 Encroachments. If: (a) construction, reconstruction or repair activities which have been approved by the ACC; or (b) shifting, settlement or other movements of any portion of ACC approved improvements, results either in the Common Properties encroaching on a Lot or Dwelling Unit or in a Lot or Dwelling Unit encroaching on the Common Properties or on another Lot or Dwelling Unit, and unless otherwise directed by the Arc, a valid easement shall then and there exist to permit the encroachment and reasonable and necessary maintenance activities related thereto.

12.9 Private Streets. The entry/exit gates, streets, sidewalks and emergency access way within Pebble Creek Phase 9C are "private" and constitute a portion of the Common Properties which are subject to the jurisdiction, administration, and maintenance by the Community Association. In addition to the other provisions appearing within this Supplemental Declaration, the Board of Directors of the Community Association is specifically authorized to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the entry/exit gates, sidewalks, streets and emergency access covering items such as (but not necessarily limited to):

- (a) identification and entry programs for Owners, Residents and Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
- (b) speed limits, designated parking areas, restrictive parking areas and no-parking areas;
- (c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) a "fines" system through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations;
- (e) disclaimers of liability for any and all matters of occurrences on or related to the Common Properties, and;
- (f) Upon satisfaction and compliance with the requirements of Section 9.0, each Owner shall be entitled to receive a gate access code from the Community Association at no cost. Automatic remote transmitters to open the gates are available for purchase from the Community Association at a reasonable price to be determined by the Community Association and/or Declarant. Additional or replacement transmitters for lost or inoperable transmitters may be purchased by an Owner at a reasonable price to be determined by the Community Association and/or Declarant. In the event of sale of a Lot by an Owner, the selling Owner shall notify the Community Association to deactivate the transmitters at the time of sale. Transmitters may be transferred to new Owners. New Owners shall contact the Community Association to program the new Owner's transmitter.

13. REGISTRATION

13.1 Registration with the Association. In order that the Declarant and the Community Association can properly acquaint every Lot purchaser and every Owner, Resident and Member with these Declarations and the day-to-day matters within the Community Association's jurisdiction, each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various times of information to the Community Association such as:

- (a) the full name, address and telephone number of each Owner, Member and Resident;
- (b) the full name of each individual family member who resides within the residential dwelling of the Lot Owner;
- (c) the description and license plate number of each automobile owned or used by a Resident and brought within the Property
- (d) such other information as may be reasonably requested from time to time by the Community Association.

In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Community Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Community Association for all reasonable costs and expenses incurred in so doing.

Executed this 20th day of October, 2010.

ATTEST

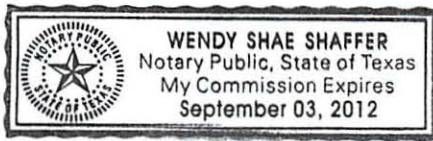
Molly M. Young
Molly M. Young, Secretary

PEBBLE CREEK DEVELOPMENT COMPANY

Davis M. Young
Davis M. Young, President

STATE OF TEXAS
COUNTY OF BRAZOS

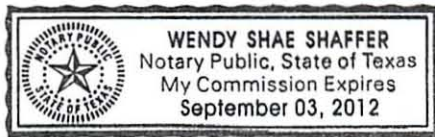
This instrument was acknowledged before me on this the 20th day of October, 2010, by Davis M. Young, President of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.



Wendy Shae Shaffer
Notary Public, State of Texas
My Commission Expires: Sept. 3, 2012

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 20th day of October, 2010 by Molly M. Young, Secretary of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.



Wendy Shae Shaffer
Notary Public, State of Texas
My Commission Expires: Sept. 3, 2012

EXHIBIT A

See plat filed for record in Brazos County, Texas for Pebble Creek Development, Phase 9C, Document Number: 01074841, Bk OR, Vol #: 9873, Pg #: 203.

Filed for Record in:
BRAZOS COUNTY

On: Nov 10, 2010 at 12:11P

As a
Recording

Document Number: 01076384

Amount 140.00

Receipt Number - 401830
By,

Kim Green

STATE OF TEXAS COUNTY OF BRAZOS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Nov 10, 2010

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY

After Filing Return To:
Pebble Creek Development Company, Inc.
4500 Pebble Creek Parkway
College Station, TX 77845

TABLE OF CONTENTS

1. DEFINITIONS	
1.1 Association	2
1.2 Board	2
1.3 Commercial Builder	2
1.4 Common Area	2
1.5 Community	3
1.6 Control Transfer Date	3
1.7 Declarant	3
1.8 Declaration	3
1.9 Governing Documents	3
1.10 Improvements	3
1.11 Lot	3
1.12 Maintenance Charge	3
1.13 Member	3
1.14 Notice	4
1.15 Owner	4
1.16 Reimbursement Assessment	4
1.17 Pebble Creek Development	4
1.18 Supplementary Declaration	4
1.19 Unimproved Lot	4
1.20 Unit	4
2. SUBJECT PROPERTIES	
2.1 Existing Properties	4
2.2 Annexation by Supplementary Declaration	4
3. USE RESTRICTIONS	
3.1 Single-Family Residential Construction	5
3.2 Designation of Lot Types	5
3.3 Composite Building Site	6
3.4 Location of the Improvements upon the Lot or Unit	6
3.5 Removal of Trees	6
3.6 Trash and Care of Lots and Units During Construction	6
3.7 Concrete Washout	7
3.8 Brick Requirements	7
3.9 Carports	7
3.10 Walls, Fences and Hedges	7
3.11 Visual Obstruction at the Intersections of Streets	7
3.12 Air Conditioning Requirements	7
3.13 Prohibition of Offensive Activities	7
3.14 Use of Temporary Structures	8
3.15 Storage of Vehicles or Equipment	8
3.16 Animal Husbandry	8
3.17 Lot and Unit Maintenance	8
3.18 Sign, Advertisements, Billboards	9
3.19 Maximum Height of Antenna	9
3.20 Wind Generators	9
3.21 Solar Collectors	9
3.22 Swimming Pools	9
3.23 Drying of Clothes in Public View	9
3.24 Garage and Garage Doors	9
3.25 Control of Sewage Effluent	10
3.26 Residence and Improvements Damaged by Fire and Other Casualty	10
3.27 Vehicles Permitted to Use Roads and Streets	10
3.28 Boats Prohibited in Lakes	10

3.29 Swimming Prohibited in Lakes	10
3.30 Landscaping	10
3.31 Roofing	11
3.32 Driveways	11
3.33 Lighting	11
3.34 Minimum Slab Elevation	11
3.35 Rental and Leasing	11
3.36 Unfinished Rooms	11
3.37 Variances	11
3.38 Dish Antennae	12
4. PROPERTY MAINTENANCE REGULATION	
4.1 Exterior Maintenance of Improvements	12
4.2 Entry Rights	12
5. EASEMENTS	
5.1 Easements	12
5.2 Title Subject to Easements	12
5.3 Utility Easements	12
6. ANNEXATION OF ADDITIONAL LAND	
6.1 Further Development	13
6.2 Easements and Rights Presently Reserved	14
6.3 Obligation to Grant Reciprocal Rights	14
6.4 Allocation of Expenses	14
6.5 Authority of the Board	14
6.6 Annexable Land	14
7. GENERAL PROVISIONS	
7.1 Severability	14
7.2 Term	14
7.3 Re-subdivision	15
7.4 Amendment by Members	15
7.5 Amendment by the Declarant	15
7.6 Declarant's Rights and Prerogatives	15
7.7 Disclaimer for Errant Golf Balls	16
7.8 Gender	16
7.9 Headings	16
7.10 Declarant's Rights to Complete Development of Community	16
7.11 Declarant's Right of First Refusal	16
7.12 Declarations Construed Together	16
7.13 Persons Entitled to Enforce Supplementary Declaration	17
7.14 Violations of Law	17
7.15 Costs and Attorney's Fees	17
7.16 No Representations or Warranties	17
7.17 Limitation on Liability	17
8.0 ASSESSMENTS	
8.1 Imposition and Collection	17
8.2 Purpose of Maintenance Assessments	18
8.3 Basis and Maximum of Maintenance Assessment	19
8.4 Special Assessments for Capital Improvements	19
8.5 Meeting, Notice and Quorum	19
8.6 Uniform Rate of Assessments	20
8.7 Commencement of Maintenance Assessments	20
8.8 Declarant Voluntary Contributions	20
8.9 Nonpayment of Assessments	20
8.10 Subordination of the Lien	20

8.11 Exempt Property	20
8.12 Additional Assessments, Charges, Etc.	20
9.0 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	
9.1 Members	20
9.2 Classes	21
9.3 Determination of Voting Rights	21
9.4 Multiple Owners of a Lot or Unit	21
9.5 Members' Rights of Enjoyment	21
9.6 Delegation of Use	22
10.0 DUTIES AND POWERS OF THE COMMUNITY ASSOCIATION	
10.1 General Duties and Power of the Community Association	22
10.2 Duty to Accept the Community Common elements and Facilities Transferred by Declarant	22
10.3 Duty to Manage and Care for the Community Common Elements	22
10.4 Duty to Pay Taxes	23
10.5 Duty to Maintain Casualty Insurance	23
10.6 Disbursement of Proceeds	23
10.7 Damage and Destruction	23
10.8 Repair, Replacement and Reconstruction	23
10.9 Duty to Maintain Liability Insurance	23
10.10 General Provisions Respecting Insurance	23
10.11 Other Insurance and Bonds	23
10.12 Duty to Prepare a Budget	24
10.13 Duty to Levy and Collect Fees, Charges and Assessments	24
10.14 Power to Acquire Property and Construct Improvements	24
10.15 Power to Adopt Rules and Regulations	24
10.16 Power to Enforce Restrictions and Rules and Regulations	24
10.17 Power to Provide Public Functions	25
10.18 Power to Provide Special Services for Members	25
10.19 Power to Grant Easements	25
10.20 Power to Convey and Dedicate Property to Government Agencies	25
10.21 Power to Borrow Money and Mortgage Community Common Elements	25
10.22 Power to Employ a Manager	25
10.23 Power to Engage Employees, Agent and Consultants	26
10.24 Power to Approve Annexation of Property	26
10.25 General Corporate Powers	26
11.0 NOTICE OF SALE OF LOT OR UNIT; CERTIFICATE OF COMPLIANCE	
11.1 Notification of Sale of Lot or Unit	26
11.2 Certificate of Compliance	26
12. RIGHTS OF ENJOYMENT IN THE COMMON PROPERTIES	
12.1 Easement	26
12.2 Extent of Members' Easements	26
12.3 Restricted Actions by Members	27
12.4 Damage to the Common Properties	27
12.5 Rules of the Board	27
12.6 Use of Common Properties	27
12.7 User Fees and Charges	27
12.8 Encroachments	28
12.9 Private Streets	28
13.0 REGISTRATION	
13.1 Registration with the Association	28