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DECLARATION OF
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
THE PEBBLE CREEK DEVELOPMENT

TABLE OF CONTENTS

1. DEFINITIONS	1
1.1 "Annexable Land"	1
1.2 " Annexation"	1
1.3 "Association"	1
1.4 "Board"	1
1.5 "Business"	1
1.6 "Commercial Builder"	2
1.7 "Common Area"	2
1.8 "Community"	2
1.9 "Community Association"	2
1.10 "Community Common Elements"	2
1.11 "Country Club Land"	2
1.12 "Declarant"	2
1.13 "Declaration"	2
1.14 "Governing Documents"	2
1.15 "Improvements"	2
1.16 "Lot"	2
1.17 "Member"	3
1.18 "Notice"	3
1.19 "Owner"	3
1.20 "Person"	3
1.21 "Pebble Creek Development"	3
1.22 "Supplementary Declaration"	3
1.23 "Unimproved Lot"	3
1.24 "Unit"	3
2. SUBJECT PROPERTIES	3
2.1 Existing Property	3
2.2 Annexation By Supplementary Declaration	3
3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	4
3.1 Members	4
3.2 Classes	4
3.3 Determination of Voting Rights	4
3.4 Multiple Owners of a Lot or Unit	5
3.5 Country Club Voting	5
3.6 Members' Rights of Enjoyment	5
3.7 Delegation of Use.	5
4.0 COMMON AREAS AND SERVIDITUDES	6
4.1 Common Area	6
4.2 Community Common Elements	6
5. ASSESSMENTS	6
5.1 Imposition and Collection	6
5.2 Purpose of Maintenance Assessments	8
5.3 Basis and Maximum of Maintenance Assessment	8
5.4 Special Assessments for Capital Improvements	9
5.5 Meeting, Notice and Quorum	9
5.6 Uniform Rate of Assessments	9
5.7 Commencement of Maintenance Assessments	9
5.8 Declarant Voluntary Contributions	9
5.9 Nonpayment of Assessments	10
5.10 Subordination of the Lien	10
5.11 Exempt Property	10
6. ARCHITECTURAL CONTROL	10
6.1 Basic Control	10
6.2 Architectural Control Committee	11
6.3 Effect of Inaction	12
6.4 Effect of Approval	12
6.5. Minimum Construction Standards	13
6.6. Variances	13
6.7. Notices of Completion and Noncompliance	13
6.8. No Implied Waiver or Estoppel	14
6.9. Disclaimer	14
6.10 Inspection of Work.	14
7. DECLARANT'S RIGHTS AND RESERVATIONS	14
7.1 Period of Declarant's Rights and Reservations	14
7.2 Right to Construct Additional Improvements in Common Area	14
7.3 Declarant's Rights to Use Common Area in Promotion and Marketing of the Pebble Creek Development and Annexable Land	15
7.4 Declarant's Rights to Complete Development of the Pebble Creek Development	15
7.5 Declarant's Rights to Grant and Create Easements	15
7.6 Declarant's Rights to Convey Additional Common Elements to the Association	15

8. DUTIES AND POWERS OF THE ASSOCIATION	15
8.1 General Duties and Powers of the Association	15
8.2 Duty to Accept the Pebble Creek Development and Facilities Transferred by Declarant	15
8.3 Duty to Manage and Care for the Common Area	16
8.4 Duty to Pay Taxes	16
8.5 Duty to Maintain Casualty Insurance	16
8.6 Disbursement of Proceeds	16
8.7 Damage and Destruction	16
8.8 Repair, Replacement and Reconstruction	16
8.9 Duty to Maintain Liability Insurance	17
8.10 General Provisions Respecting Insurance	17
8.11 Other Insurance and Bonds	17
8.12 Duty to Prepare Budgets	17
8.13 Duty to Levy and Collect Fees, Charges and Assessments	17
8.14 Power to Acquire Property and Construct Improvements.	17
8.15 Power to Adopt Rules and Regulations.	17
8.16 Power to Enforce Restrictions and Rules and Regulations.	17
8.17 Power to Provide Public Functions.	18
8.18 Power to Provide Special Services for Members.	18
8.19 Power to Grant Easements.	19
8.20 Power to Convey and Dedicate Property to Government Agencies.	19
8.21 Power to Borrow Money and Mortgage Common Area.	19
8.22 Power to Employ Manager.	19
8.23 Power to Engage Employees, Agents and Consultants.	19
8.24 Power to Approve Annexation of Property.	19
8.25 General Corporate Powers.	19
9. NOTICE OF SALE OF LOT OR UNIT	20
9.1 Notification of Sale of Lot or Unit.	20
9.2 Certificate of Compliance.	20
10. GENERAL RESTRICTIONS APPLICABLE TO LAND	20
10.1 Maintenance of Property.	20
10.2 Noxious or Offensive Activity.	20
10.3 Annoying Sounds or Odors.	20
10.4 No Hazardous Activities.	21
10.5 No Unsightliness.	21
10.6 Restrictions on Garbage and Trash.	21
10.7 No Temporary Structures.	21
10.8 Restrictions on Antenna, Pipes and Utility Lines.	21
10.9 Restrictions on Signs and Advertising Devices.	21
10.10 Restrictions on Mining or Drilling.	21
10.11 Maintenance of Drainage.	22
10.12 Compliance with Insurance Requirements.	22
10.13 Compliance with Laws.	22
10.14. Restrictions on Sewage Disposal System.	22
10.15 Restrictions on Water Systems.	22
10.16 Restoration in the Event of Damage or Destruction.	22
11. GENERAL PROVISIONS	22
11.1 Association Information.	22
11.2 Severability.	22
11.3 Term.	22
11.4 Resubdivision.	22
11.5 Amendment by Members.	22
11.6 Amendment by the Declarant.	23
11.7 Mergers and Consolidations.	23
11.8 Effect on Annexable Land.	24
11.9 Effect on Country Club Land.	24
11.10 Special Approvals by First Mortgagees.	24
11.11 Declarant's Rights and Prerogatives.	24
11.12 Disclaimer for Errant Golf Balls.	24
11.13 Gender.	25
11.14 Headings.	25

DECLARATION OF EASEMENTS,
 RESTRICTIONS, AND COVENANTS
 FOR THE PEBBLE CREEK DEVELOPMENT
 BY PEBBLE CREEK DEVELOPMENT COMPANY,
 A TEXAS CORPORATION

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

This Declaration is made as of the 4th day of December, 1990, by Pebble Creek Development Company (hereinafter referred to as the "Declarant"), represented herein by Vice President, A. P. Boyd. The address of the Declarant is 2108 Southwood Drive, College Station, Texas 77840.

WHEREAS, Declarant declares that it is the owner of certain real property situated in the County of Brazos, State of 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 further declares that it desires that the Exhibit A Property, together with other real properties 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, servitudes, restrictions, covenants, charges, liens, easements and conditions as part of a general scheme of development of such properties as a balanced, planned community accommodating a mix of residential, commercial, golf course and country club, public and other land uses, and 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

WHEREAS, Declarant further declares that it desires to provide for an automatic-membership non-profit corporation to own, hold, maintain and manage certain real properties in the vicinity of, and to perform functions for the benefit of owners and occupants of the above described properties, to assist in the administration and enforcement of the covenants, charges, liens, conditions, and restrictions, hereby and hereafter established, and to promote the recreation, health, safety and welfare of the owners and occupants of the said properties.

NOW, THEREFORE, Declarant hereby declares that the Exhibit A Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following reservations, servitudes, restrictions, covenants, charges, liens, privileges, easements and conditions which are for the purpose of protecting the value and desirability of and which shall run with title to the Exhibit A Property and any other real property (collectively, the "Pebble Creek Development") hereafter made subject to this Declaration, and which shall be binding on all parties having any right, title or interest in the real 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 "Annexable Land" shall mean any real property now or hereafter owned by Declarant, all or any portion of which may from time to time be made subject to this Declaration by Declarant pursuant to the provisions of Section 2.2 of this Declaration. The provisions of this Declaration shall not constitute an encumbrance upon or restrict the use of any portion of the Annexable Land which does not become subject to this Declaration pursuant to the provisions of Section 2.2 of this Declaration.

1.2 "Annexation" shall mean the act by which Annexable Land is made subject to the terms of this Declaration.

1.3 "Association" shall mean that automatic-membership, Texas non-profit corporation made up of Owners and called Pebble Creek Owners Association, Inc.

1.4 "Board" shall mean the board of directors of the Association.

1.5 "Business" shall mean any of the following uses; retail business; professional or commercial office; wholesale business; service, such as gas

stations; or small, light manufacturing not imposing noxious environmental impact (e.g., noise, smoke, odor, dust, vibration or glare).

1.6 "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.

1.7 "Common Area" shall mean all real property (including but not limited to the utility and other improvements thereon and servitudes), streets and right-of-ways owned, held or maintained by the Association for the common use and enjoyment of the Owners and occupants of Lots and Units.

1.8 "Community" shall mean real property in the Pebble Creek Development that has its own distinctive recorded Supplementary Declaration in addition to this Declaration (which may but need not include condominium regimes), and may have its own automatic-membership property owners association.

1.9 "Community Association" shall mean automatic-membership Texas non-profit corporation established for a Community and made up of Owners in that Community, including the developer of such Community.

1.10 "Community Common Elements" shall mean all real property (including but not limited to the improvements thereon) located within a Community and owned, held or maintained by a Community Association for the common use and enjoyment of the Owners and occupants of Lots and Units in the Community.

1.11 "Country Club Land" shall mean all real property on which the country club known as "The Pebble Creek Country Club" ("Country Club") is located.

1.12 "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 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.

1.13 "Declaration" shall mean this instrument as it may be amended or supplemented from time to time as hereinafter provided.

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

1.15 "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, water softener fixtures, exterior lighting, recreational equipment and facilities, and landscaping which is visible from land within the Pebble Creek Development other than on which the landscaping is located.

1.16 "Lot" shall mean a lot or parcel of land in the Pebble Creek Development, with the exception of reserved areas, Common Area and Community Common Elements, as

shown upon the latest recorded subdivision plat or plats of record in Brazos County, Texas.

1.17 "Member" shall mean an Owner of a Lot or Unit in the Pebble Creek Development who is accordingly a member of the Association, including Declarant.

1.18 "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 Person is the Owner of a Lot or Unit, notice to one such Owner whose designation by the Owners of such Lot or Unit for that purpose has been notified in writing to the Association (with the most recent notification controlling) shall constitute notice to all such Owners.

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

1.20 "Person" shall mean a natural person, a trust, a corporation, a partnership, or any other entity.

1.21 "Pebble Creek Development" shall mean the property described on Exhibit "A" attached hereto and any other real property which hereafter becomes subject to this Declaration.

1.22 "Supplementary Declaration" shall mean a recordable instrument, complying with the terms of this Declaration, by which one or more of the following are accomplished: (i) Annexation, (ii) Annexation of property affected thereby to a Community, or (iii) supplemental covenants, conditions, restrictions, servitudes and/or destinations imposed on the Owners that take into account the unique and particular aspects of the proposed development or property affected thereby that are imposed upon such property.

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

1.24 "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 and is designated for separate ownership.

2. SUBJECT PROPERTIES

2.1 Existing Property. The real property which, as of the date of this Declaration, is and shall hereafter be owned, held, transferred, sold, conveyed, leased, mortgaged, used, occupied, maintained, altered, and improved subject to this Declaration is the property described on the attached Exhibit "A".

2.2 Annexation By Supplementary Declaration. Declarant may, but shall in no way be required to, from time to time, within forty (40) years of the date of this Declaration, unilaterally make subject to this Declaration all or any portion of the Annexable Land or any additional land ("Additional Annexable Land") desired by the Declarant and specifically made subject to the terms of this Declaration by an instrument in writing filed of record in the Office of the County Clerk of Brazos County, Texas. Real Property within the Annexable Land shall become part of the Pebble Creek Development, effective upon the recording in the Office of the County Clerk of Brazos County, Texas, a Supplementary Declaration meeting the requirements hereinafter set forth. 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 Pebble Creek Development; (c) shall contain an adequate description of such Annexable Land; (d) shall contain a reference to this Declaration (and any amendments thereto) which shall state its date of recording and recording information; (e) shall state the land classification (residential, commercial or other classification) of such Annexable Land; (f) shall contain a statement that such Annexable Land is declared to be part of the Pebble Creek Development under this Declaration and that such Annexable Land shall be subject to this Declaration; and (g) shall state whether such Annexable Land is or is not subject to the jurisdiction of a Community Association. Additionally, the Supplementary

Declaration may provide for phased annexation so that portions of such Annexable Land may be made subject to the Supplementary Declaration and this Declaration at different times. A deed by which Declarant conveys a parcel of property, including property comprising Common Area or Community Common Elements, 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 equitable servitudes in addition to the provisions set forth in this 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 Declaration or any other Supplementary Declaration for any other property comprising a part of the Pebble Creek Development or revoke (so as to terminate) the provisions of the covenants or restrictions established by this Declaration as to such Annexable Land.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Members. The Country Club and every Owner of a Lot or Unit shall be a Member of the Association which Declarant is causing to be formed concurrently with this Declaration. With respect to the Owners, membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

3.2 Classes. The Association shall have three classes of voting membership:

A. Class A Members shall be Commercial-Builders, the Country Club, and other Owners (except for Owners of Commercial Property), with the exception of the Declarant as long as Declarant is a Class B Member, and shall have voting rights as provided below with respect to the Country Club and each Lot or Unit owned, as applicable.

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 and C 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 Pebble Creek Development by Declarant which has the effect of causing the total Class B votes to exceed the total Class A and C votes, or:

(ii) on December 31, 2021.

Additionally, if the Declarant annexes into the jurisdiction of the Association more than one hundred fifty (150) 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 January 1, 2020 for every one hundred fifty (150) acres of additional Annexable Land annexed into the Pebble Creek Development by Declarant.

C. Class C Members shall be Owners of Commercial Property and shall have the same voting rights as Class A Members unless Declarant should file an instrument in writing altering or amending such rights; provided, however, Class C Members shall never have more than one vote for each full acre of land in the Lot or Unit owned by such Class C Member.

3.3 Determination of Voting Rights.

A. Class A and C Members, other than the Country Club, shall be entitled to one (1) vote for each Lot or Unit owned. During each calendar year, the Country Club shall be entitled to exercise one-tenth (1/10th) of a vote for each membership unit, regardless of membership classification, on the membership rolls of the Country Club as of January 1 of such calendar year, such membership rolls to be certified to the Association by the President or any Vice President of the Country Club.

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 Declaration, but such land has not been subdivided or platted, Declarant shall be entitled to nine (9) votes for each full acre of such land so annexed.

3.4 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 or C 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.

3.5 Country Club Voting. The President or other duly authorized representative of the Country Club, as evidenced by satisfactory written evidence of the designation of a representative of the Country Club, shall exercise the voting privileges of the Country Club.

Although fractional voting is not permitted, the representative of the Country Club may divide the whole votes of the Country Club in any manner.

3.6 Members' Rights of Enjoyment Every Member shall have a beneficial interest of use and enjoyment in and to the common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot and Unit, subject to the following provisions:

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

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

(c) the right of the 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 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 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 Common Area during any period in which the Maintenance Charge or any assessment against his Lot or Unit remains unpaid, and

(e) the right of the Association to suspend the Member's voting rights and the Member's and Related User's right to use any facilities situated upon the Common Area, after notice and hearing by the Board of Trustees, for the infraction or violation by such Member or Related User of this Declaration or the Rules and Regulations established for the Pebble Creek Development, 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 Association, subject to the prior written approval of the Declarant, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of Section 8.20.

3.7 Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area 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 said tenant's tenancy.

4.0 COMMON AREAS AND SERVITUDES

4.1 Common Area. Declarant contemplates that from time to time the Association will acquire Common Area consisting of portions of land, or land with Improvements thereon, or rights arising out of grants of the Owners, easements, covenants, conditions and building restrictions established either by acts of transfer and conveyance, this Declaration, or by Supplementary Declarations, (but only to the extent herein specifically provided for). Declarant further contemplates that recorded plats of portions of the Pebble Creek Development may provide for the installation, repair, maintenance and replacement of utility and drainage facilities, walkways and planting in areas which may be designated on such plats as Common Area or easements, and within ten (10) feet of the right-of-way of all streets within the Pebble Creek Development for the installation, repair, maintenance and replacement of utility and drainage facilities, walkways and planting in areas which may be designated on such plats as Common Area or easements, and within ten (10) feet of the right-of-way of all streets within the Pebble Creek Development for the installation, repair, maintenance and replacement of street lighting and trees, together with associated rights of ingress and egress, all or some of which easements may be acquired by the Association as Common Area. Declarant declares and acknowledges that it is the intent hereof that such Common Area shall be owned and held by the Association for the common use and enjoyment of the Pebble Creek Development and the Owners and occupants thereof, for the purposes set forth in the governing Documents by the Association, among others, environmental conservation, storm water management, recreation, landscaping and beautification, and related activities. As and to the extent permitted by law and subject to the provisions of this Declaration, the use and enjoyment of Common Area may be subject to the right of the Association to charge reasonable fees for the use of any service or facility of the Association associated with the Common Area, to enforce the collection of such fees by the suspension of use or otherwise, and to transfer or dedicate all or part of such Common Area to any public agency, authority or utility on such terms and subject to such conditions as the Association may deem appropriate.

4.2 Community Common Elements. It is further contemplated that Community Common Elements may be acquired from time to time by any Community Association by means similar to those by which the Association may acquire Common Area, for the common use and enjoyment of such Community, and the Owners and occupants thereof, for purposes similar to those for which the Association may acquire Common Area, and that provision may be made in the instruments transferring, conveying or establishing such Community Common Elements for the use and enjoyment of such Community Common Elements by the Pebble Creek Development, and the Owners and occupants thereof, situated outside as well as inside that particular Community.

5. ASSESSMENTS

5.1 Imposition and Collection.

A. There may be imposed, assessed or charged against each Lot and Unit within the Pebble Creek Development, by the Board and in favor of the Association, maintenance charges (hereinafter sometimes collectively referred to as "Maintenance Assessment") and special assessments ("Special Assessments") 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. Such Maintenance Assessment and Special Assessments shall be imposed, payable and collected as provided in this Article 5. The Maintenance Assessment, Special Assessments and any other charges or assessments imposed hereunder shall create a fund to be known as the "Maintenance Fund".

B. Each Owner of a Lot or Unit and the Country Club Land, 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 Association all Maintenance Assessments and any 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, Units and Country Club Land 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 Association may bring an action at law against the Owner personally obligated or Country Club, as applicable, to pay the same or foreclose the above described lien against the Owner's Lot or Unit or Country Club Land, 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 Association, shall be and is hereby reserved in the deed from the Declarant to the purchaser of each Lot, Unit and Country Club Land or portion thereof, which lien shall be enforceable through appropriate judicial and/or non-judicial proceedings by the 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, Unit and Country Club Land in the Pebble Creek Development, by such party's acceptance of a deed thereto, hereby grants the Association a contractual lien on such Lot, Unit and Country Club Land 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 Association a power of sale in connection therewith. The 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 Association and filed for record in the Real Property Records of Brazos County, Texas. In the event that the 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 Association. If required by law, the 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 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 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 such Lot, Unit and Country Club Land foreclosed on and 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 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 5.1 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 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 Association to enforce the Maintenance Assessment, Special Assessment or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot, Unit and Country Club Land 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, Unit and Country Club Land 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 Association or other duly authorized agent of the 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 Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Trustees to cover the preparation and recordation of such release of lien instrument.

F. Any vice president, the treasurer or the manager of the Association shall, within ten (10) days of a written request and upon payment to the 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.

5.2 Purpose of Maintenance Assessments. Maintenance Assessments and Special Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of the Pebble Creek Development, and for the Improvements, maintenance and operation of the Common Area. Maintenance Assessments levied by the Association for each fiscal year shall be adequate to finance the operations and activities of the Association, to satisfactorily maintain the Common Area, and to establish and maintain adequate repair and replacement services. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith

5.3 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 shall be \$200.00 per Lot or Unit.

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 by 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 at an amount not in excess of the maximum hereinabove provided for. Subject to the provisions of this Section 5.3, 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.

D. The right to increase the Maintenance Assessment to the maximum amount shall be cumulative. By way of explanation, if the Maintenance Assessment is not increased to the maximum permitted amount for any given year, nevertheless, for purposes of determining the maximum Maintenance Assessment for subsequent years, such determination shall be made on the assumption that the Maintenance Assessment for all previous years was increased to the maximum permitted amount.

5.4 Special Assessments for Capital Improvements. In addition to the Maintenance Assessment outlined above, there may be levied, assessed or charged against each Lot or Unit, by the Board and in favor of the Association, in any assessment year, a Special Assessment applicable to that year only (and for the following year only if approved by the Members as hereinafter provided) only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of capital improvements comprising part of the Common Area, including, without limitations, fixtures and movable property related thereto, or any other major unanticipated cost incurred by the Association, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members voting in person or by proxy at a meeting duly called for that purpose, after notice, and with a quorum, all as provided in Section 5.5. From and after January 1, 2010, a special assessment also may be imposed by the Board, in favor of the Association, in any assessment year for the cost of any construction or reconstruction of capital improvements comprising part of the Common Area, including, without limitation, fixtures and movable property related thereto.

5.5 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 5.3 and 5.4 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 quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.6 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 5.1A, and assessments on Country Club Land shall be as specified below. During each calendar year, the Country Club shall be liable to pay Maintenance Assessments and Special Assessments at a rate equal to ten percent (10%) of the rate applicable to Lots and Units, based upon the total membership units, regardless of membership classification, on the membership rolls of the Country Club as of January 1 of such calendar year, such membership rolls to be certified to the Association by the President or any Vice President of the Country Club.

5.7 Commencement of Maintenance Assessments. The Maintenance Assessments levied herein shall become effective as to all assessed Lots and Units and the Country Club Land 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, Unit and Country Club Land at least thirty (30) days in advance of each assessment period. Notice of an assessment shall be provided to the Owners and Country Club 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 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 for the previous year until the new Maintenance Assessment is 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 therefor.

5.8 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.

5.9 Nonpayment of Assessments. Non-use of Common Area by the Country Club or Owner or occupant of a Lot or Unit assessed, or abandonment of a Lot or Unit assessed shall not relieve such Country Club Land, Lot or Unit from liability for the Maintenance Assessment, Special Assessment or any other assessment imposed pursuant to this Article 5.

5.10 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 or Country Club Land, as applicable, and any renewal, extension, rearrangement or refinancing thereof.

Each such mortgagee of a mortgage encumbering a Lot, Unit or Country Club Land who obtains title to such Lot, Unit or Country Club Land 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, Unit or Country Club Land shall not affect the Association's liens created herein for assessments and charges.

5.11 Exempt Property. The following property subject to this 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 (other than the Country Club) 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.

6. ARCHITECTURAL CONTROL

6.1 Basic Control.

A. No building or other Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or alteration by voluntary action made thereto after original construction, on any land within the Pebble Creek Development, including, without limitation, the Common Area and Community Common Elements, until the obtaining of the necessary approval (as hereinafter provided) from the "Architectural Committee" (as hereinafter defined) of the construction plans and specifications for the construction or alteration of such Improvements or demolition or destruction of existing Improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this Declaration and any Supplementary Declaration, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation, so as to (i) promote those qualities of the environment which enhance the value of the Lots and Units in the Pebble Creek Development, (ii) foster the attractiveness and functional utility of the Pebble Creek Development as a place to live and work, and (iii) foster a harmonious relationship among structures, vegetation and topography and the overall design of the Pebble Creek Development.

B. In making its decision as to any Improvements or alterations, the Architectural Committee shall consider the following design standards: (i) validity of the design concept; (ii) effect on landscape and environment; (iii) relationship of structures and open spaces; (iv) protection of neighbors and the golf course with respect to access, drainage, sound and sight buffers, preservation of views and landscaping during and after completion of construction of the Improvements; (v) design compatibility with respect to scale, materials, color and construction details; (vi) quality of workmanship; and (vii) construction timetable.

C. Each application made to the Architectural Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot or other land within the Pebble Creek Development, including the drainage plan for the Lot or other land within the Pebble Creek Development, plot plan showing the location and elevation of the Improvements on the Lot or other land within the Pebble Creek Development and dimensions of all proposed walkways, driveways, and all other matters as may be requested by the Architectural Committee relevant to architectural approval. The address of the Architectural Committee shall be the address of the principal office of the Association.

D. All approvals of the Architectural Committee shall be in writing.

6.2 Architectural Control Committee.

A. The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Committee (sometimes herein referred to as the "Architectural Committee") for the Pebble Creek Development, which will be selected by the Declarant until the Control Transfer Date. The Architectural Committee shall be composed of not less than three (3) nor more than five (5) members. Prior to the Control Transfer Date, it is not necessary for the Architectural Committee to be composed of any Owners of property in some section of the Pebble Creek Development. The authority of the Declarant to select the Architectural Committee shall cease and terminate upon the occurrence of the Control Transfer Date, in which event such authority shall be vested in and exercised by the Architectural Committee elected by the Members from and after the date of their election (as provided in [B] below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Architectural Committee as to which the Declarant, in the name of the Architectural Committee, shall exercise such architectural authority over all such plans, specifications and plot plans. Additionally, until the election of the members of Architectural Committee by the Members of the Association as provided in this Section 6.2, the members of the Architectural Committee selected by the Declarant shall continue to exercise architectural control authority.

B. Upon the occurrence of the Control Transfer Date, the Declarant shall cause a statement of such circumstances to be placed of record in the Office of the County Clerk of Brazos County, Texas (which statement shall include the Control Transfer Date). The Declarant shall be obligated to arrange for the holding of such election by the Members within sixty (60) days following the filing of the aforesaid statement and to give notice of the time and place of such election (which shall be in Brazos County, Texas) not less than thirty (30) days prior to the holding thereof. Thereupon, the Owners by vote, as hereinafter provided, shall elect the Architectural Committee. From and after the Control Transfer Date, at least a majority of the members of the Architectural Committee elected by the Members of the Association must be an Owner of property in some section of the Pebble Creek Development. Each Owner shall be entitled to one (1) vote for each whole Lot or Unit owned by that Owner. In the case of any building site composed of more than one (1) whole Lot, such building site Owner shall be entitled to one (1) vote for each whole Lot contained within such building site. The Country Club and Declarant also shall be entitled to vote for the election of Architectural Committee members in accordance with the provisions of Section 3.2.

C. Additionally, the Declarant shall have the right to discontinue the exercise of architectural control privileges and arrange for the election by the Members at any time prior to the Control Transfer Date by filing a statement to such effect in the Office of the County Clerk of Brazos County, Texas.

D. For the initial election, votes of the Members, including the Country Club and Declarant, shall be evidenced by written ballot furnished by the Declarant (and by the Board for election subsequent to the initial election). The Declarant and/or the Board may elect to conduct such election by mail. The Board shall maintain said

ballots as a permanent record of such election for a period of not less than three (3) years after such election. Any Member may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof. The Architectural Committee members initially elected by the Members, as aforesaid, shall serve a two (2) year term. Thereafter, the Board shall determine the length of the term of said Architectural Committee members, which in no event shall be less than one (1) year or more than two (2) years.

The results of each such election shall promptly be determined on the basis of a plurality vote of those Members voting in such election. The results of any such election and of any removal or replacement of any member of the Architectural Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged on behalf of the Declarant or by a majority of the Board.

E. After the first such election shall have been held, the Board thereafter shall be obligated to arrange for elections (in the manner and after notice as set forth above), including elections requested in writing by fifty (50) or more Class A and/or C Members to remove a member of the Architectural Committee. No member of the Architectural Committee may be removed except upon a majority vote (voting in favor of removing said Architectural Committee member) of those voting in an election called for said purpose.

F. Upon the death, resignation, refusal, or inability of any member of the Architectural Committee to serve, the Board, by majority vote, shall fill the vacancy by appointment, and the person appointed shall complete the unexpired term of his predecessor.

G. If the Board should fail or refuse to take any action herein provided to be taken by the Board with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Architectural Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Declarant), then the Declarant may validly perform such function.

H. The members of the Architectural Committee shall be entitled to such compensation for services rendered and for reasonable expenses incurred as may, from time to time, be authorized or approved by the Association, and shall be entitled to retain architects, engineers and contractors on a fee basis to assist the Architectural Committee in reviewing plans and specifications and inspecting Lots and Improvements. All such sums payable as compensation and/or reimbursement shall be payable only out of the Maintenance Fund.

6.3 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the Architectural Committee fails to approve or disapprove in writing any plans and specifications and plats received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement that violates any provision of this Declaration or any Supplementary Declaration, the Architectural Committee at all times retaining their right to object to any Improvement that violates this Declaration or any Supplementary Declaration.


6.4 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Architectural Committee that the terms and provisions hereof shall be complied with if the building and/or other Improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or Improvements are not constructed in accordance with such plans and specifications and plot plan or in the event that such building and/or Improvements are constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof.

Upon approval of the Owner's plans and specifications, no further approval under this Article 6 shall be required with respect thereto, unless such construction has not substantially commenced within ninety (90) days of the approval

of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.), such plans and specifications are materially altered or changed during the construction of the Improvements or the Improvements are not constructed in accordance with the approved plans and specifications. Once construction has commenced, construction shall be prosecuted diligently until completion, which shall occur not more than one (1) year following the commencement of construction, subject to delays ("Excused Delays") caused by events beyond the reasonable control of the Owner. During the construction process, the Owner shall not permit delays, other than Excused Delays, of more than forty-five (45) consecutive days.

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

6.6. Variances. The Architectural Committee may authorize variances from compliance with any provisions of the Declaration (except for the provisions relating to residential use) 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 or environmental considerations may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Architectural Committee. If any such variances are granted, no violation of the provisions of this 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 the 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.

 6.7. Notices of Completion and Noncompliance. Each Owner shall send a written notice of the completion ("Notice of Completion") of such Owner's construction of Improvements to the Architectural Committee and to the Association within fifteen (15) days after completion of such Owner's construction. If, as a result of inspections or otherwise, the Architectural Committee, at any time following the commencement of construction of Improvements, finds that any construction (a) has been done without obtaining the approval of the Architectural Committee, (b) was not done in conformity with the approved plans and specifications and plot plan or (c) is not being prosecuted in the manner required by this Declaration and applicable construction guidelines, the Architectural Committee shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Architectural Committee receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If for any reason other than Owner's act or neglect, the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt by the Architectural Committee and the Association of the Notice of Completion, the Improvements constructed by such Owner on the Lot, Unit or other land within the Pebble Creek Development shall be deemed in compliance with plans and specifications approved by the Architectural Committee if such Improvements were, in fact, completed as of the date of the Notice of Completion. If, however, the Architectural Committee issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance with forty-five (45) days after receipt of the Notice of Noncompliance or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the

case of a noncompliance which cannot reasonably be expected to be corrected within forty-five (45) days (provided that such Owner diligently continues the removal of such noncompliance) the Board may, at its option, record a Notice of Noncompliance against the Lot, Unit or other land within the Pebble Creek Development on which the non-compliance exists, and/or may otherwise remove or correct such non-compliances (including, without limitation, removing any Improvements which are not completed within one (1) year following the commencement of construction, subject to Excused Delays, and any such action by the Board or by representatives of the Board, shall not constitute trespass, conversion or otherwise result in the imposition of liability against the Architectural Committee, Board or designated representative of the Board who removed such Improvements) and the Owner shall reimburse the Association, upon demand, for all expenses incurred wherewith, which reimbursement obligation shall constitute a Reimbursement Assessment and shall be in addition to all other rights and remedies which the Board may have at law, in equity, or under this Declaration to cure such noncompliance.

6.8. No Implied Waiver or Estoppel. No action or failure to act by the Architectural Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Architectural Committee or Board with respect to the construction of any Improvements within the Pebble Creek Development. Specifically, the approval by the Architectural Committee or Board of any such construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar construction or any similar proposals, plans, specifications or other materials submitted with respect to any other construction by such Person or other Owners.

6.9. Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements. No person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Further, neither Declarant, the Association nor the Architectural Committee shall be responsible or liable for any defects in any plans and specifications submitted, revised, or approved pursuant to the terms of this Article 6, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such approved plans and specifications.

6.10 Inspection of Work. Notwithstanding anything contained herein to the contrary, the Architectural Committee or its duly authorized representative shall have the right to inspect any Improvement before or after completion, provided that the right of inspection shall terminate sixty (60) days after the Architectural Committee shall have received a Notice of Completion from the Owner.

7. DECLARANT'S RIGHTS AND RESERVATIONS

7.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Declarant's written notice to the Association of Declarant's termination of the rights described in Article 7 hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of land by Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any land within the Common Area is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of the Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of the Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

7.2 Right to Construct Additional Improvements in Common Area. Declarant shall have and hereby reserves the right (without the consent of any other Owner, the Association or any Community Association), but shall not be obligated, to construct additional Improvements within the Common Area at any time and from time to time in accordance with this Declaration for the Improvement and enhancement hereof and for the benefit of the Association and Owners. Declarant shall convey or transfer such Improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.3 Declarant's Rights to Use Common Area in Promotion and Marketing of the Pebble Creek Development and Annexable Land. Declarant shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with Declarant's promotion and marketing of land within the boundaries of the Pebble Creek Development and Annexable Land. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Pebble Creek Development and Annexable Land; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Pebble Creek Development and Annexable Land, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Pebble Creek Development and Annexable Land.

7.4 Declarant's Rights to Complete Development of the Pebble Creek Development. No provision of this Declaration shall be construed to prevent or limit Declarant's right (or require Declarant to obtain any approval) to (i) complete development of the real property within the boundaries of the Pebble Creek Development and Annexable Land; (ii) construct, alter, demolish or replace Improvements on any real property owned by Declarant within the Pebble Creek Development or Annexable Land; (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 Pebble Creek Development; (iv) post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the Pebble Creek Development and Annexable Land; (v) excavate, cut, fill or grade any property owned by Declarant; or (vi) require Declarant to seek or obtain the approval of the Architectural Committee or of the Association for any such activity or Improvement to property by Declarant on any property owned by Declarant. Nothing in this Article 7 shall limit the reserved rights of Declarant as elsewhere provided in the Declaration.

7.5 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, without the consent of any other Owner of the Association, to use the streets and roads for access throughout the Pebble Creek Development and to grant or create temporary or permanent easements for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes incident to the development, sale, operation and maintenance of the property within the Pebble Creek Development, located in, on, under, over and across (i) the Lots or other property owned by Declarant, (ii) the Common Area, and (iii) existing utility easements.

7.6 Declarant's Rights to Convey Additional Common Elements to the Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and Improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

8. DUTIES AND POWERS OF THE ASSOCIATION.

8.1 General Duties and Powers of the Association. The Association has been formed to further the common interests of the Members. The 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, to maintain, improve and enhance the Common Area and to improve and enhance the attractiveness, desirability and safety of the Pebble Creek Development and any portion of the Annexable Land which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent and attorney-in-fact for all Members of the Association and to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

8.2 Duty to Accept the Pebble Creek Development and Facilities Transferred by Declarant. The Association shall accept title to any property, including any Improvements thereon and personal property transferred to the 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 not inconsistent with the terms of this Declaration. Property interests transferred to the 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 Association by Declarant shall be within the boundaries of the Pebble Creek Development or Annexable Land. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board, be transferred to the 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 this Declaration, the terms of any Supplementary Declaration annexing such property to the Association, and all easements, covenants, conditions, restrictions and other encumbrances which do not materially affect the use and enjoyment of such property by the 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 Association by the Declarant shall impose upon the 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.

8.3 Duty to Manage and Care for the Common Area. The Association shall manage, operate, care for, maintain and repair all Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Area may or may not include the following: establishment, operation and maintenance of a guardhouse and/or security patrol for the Pebble Creek Development; operate recreational facilities; landscaping (including the installation and maintenance of a sprinkler system); maintenance, repair and replacement of any private roads and private streets (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 and other portions of the Pebble Creek Development.

8.4 Duty to Pay Taxes. The Association shall pay all taxes and assessments levied upon the Common Area and shall have the right to contest any such taxes or assessments provided that the 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 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.

8.5 Duty to Maintain Casualty Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable Improvements and personal property owned by the 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 insurable Improvements shall, to the extent reasonably obtainable, be for the full insurable value based on current replacement cost.

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

8.7 Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the 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 8.7, 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.

8.8 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 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 Association.

8.9 Duty to Maintain Liability Insurance. The 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.

8.10 General Provisions Respecting Insurance. Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of 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 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 Common Area and in light of the possible or potential liabilities of the Association. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Common Area and other property of Declarant.

8.11 Other Insurance and Bonds. The 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 Association shall deem necessary or desirable.

8.12 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Area.

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

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

8.15 Power to Adopt Rules and Regulations. The 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 Declaration, the operation of the Association, the use and enjoyment of the Common Area and the use of any other property within the Common Area, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied (as to all Owners, 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 Association office, and copies of the currently effective Rules and Regulation 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 and shall see that such Member's "Related Users" (as hereinafter defined) comply with such Rules and Regulations. 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.

8.16 Power to Enforce Restrictions and Rules and Regulations. The 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 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 Association shall have the power to enforce the provisions of the Declaration and the Rules and Regulations of the Association by any one or more of the following means: (i) by entry upon any property within the Pebble Creek Development 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 Association to the Owner thereof, for the purpose of enforcement of this 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 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 provisions of this 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 Common Area during and for up to sixty (60) days following any breach of this 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 the 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 Declaration or such Rules and Regulations by such Member or a Related User (which assessment reimburses the Association for the costs incurred by the 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, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this 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 Association with respect to exercising such remedy. The Reimbursement Assessment provided for in this Section 8.16 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 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.

8.17 Power to Provide Public Functions. The 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.

8.18 Power to Provide Special Services for Members. The 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 Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association of providing such services, including its proportionate share of the overhead expenses of the 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 Article 5 of this Declaration.

8.19 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the 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 Common Area. Additionally, the 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.

8.20 Power to Convey and Dedicate Property to Government Agencies. The Association or the Declarant shall have the power to grant, convey, dedicate or transfer any Common Area (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 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 Association, with the approval of not less than two-thirds (2/3rds) of the Class A and C Members agreeing in writing or by voting at any scheduled meeting of the Class A and C Members and with the prior written approval of the Declarant. The 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.

8.21 Power to Borrow Money and Mortgage Common Area. The 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 Common Area as security for such borrowing, subject to the limitations provided elsewhere in this Declaration and the By-Laws with respect to required approvals and consents to such action. With respect to any deed of trust encumbering the Common Area, the lender's rights thereunder shall be limited to the right, after taking possession of such Common Area 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, if necessary, until the mortgage debt is satisfied, whereupon the exclusive possession of such Common Area shall be returned to the Association.

8.22 Power to Employ Manager. The 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 Association has responsibility under the Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and its Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

8.23 Power to Engage Employees, Agents and Consultants. The 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 Association under this Declaration.

8.24 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 Association, by and through the Board has the power to represent all Owners within the Pebble Creek Development 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.

8.25 General Corporate Powers. The 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 Declaration, the Articles of Incorporation or By-Laws. The 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 Declaration, the Articles of Incorporation and By-Laws and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, the Articles of Incorporation and By-Laws.

9. NOTICE OF SALE OF LOT OR UNIT; CERTIFICATE OF COMPLIANCE.

9.1 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 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 Association.

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

10. GENERAL RESTRICTIONS APPLICABLE TO LAND

All real property within the Pebble Creek Development shall be held, used and enjoyed subject to the following limitations and restrictions, and subject to the exemptions of Declarant set forth in this Declaration.

10.1 Maintenance of Property. No property within the Pebble Creek Development shall be permitted to fall into disrepair, and all property within the Pebble Creek Development, including any improvements thereon, shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. Maintenance, repair and upkeep of each Lot or Unit shall be the responsibility of the Owner of the Lot or Unit. Maintenance, repair and upkeep of Common Area and Community Common Elements shall be the responsibility of the Association or Community Association, as applicable. Violation of this provision by an Owner (or any Person occupying such Lot or Unit through such Owner) shall permit the Association, after Notice and Hearing, to enter onto the Lot or Unit of the Owner and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of a completed Improvement intended for human occupancy without the consent of the Owner or occupant thereof unless a clear emergency exists.

If, in the sole discretion of the Board, any Community Association fails to enforce the property maintenance provisions it is charged to enforce under a Supplementary Declaration or if such Community Association fails to maintain any Community Common Element in compliance with the requirements and guidelines of this Declaration or any Supplementary Declaration, the Association may, but shall not be obligated to, through its agents and employees, after notice and hearing in the case of an Owner or ten (10) days following written notice of such default by the Community Association and such Community Association's failure to cure such default within such ten (10) days period, enter onto the Lot or Unit of the Owner or Community Common Elements, as applicable, and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the cost and expenses of the Association in so doing; provided, however, that there shall be no entering into the interior of a completed Improvement intended for human occupancy without the consent of the Owner or occupant thereof unless a clear emergency exists.

10.2 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Pebble Creek Development nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others.

10.3 Annoying Sounds or Odors. No sound or odor shall be emitted from any property within the Pebble Creek Development which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no horns, whistles, bells or other sound and fire devices, other than security and fire devices used exclusively for security and fire purposes and intercoms, shall be located or used on any property except with the prior written approval of the Architectural Committee or as permitted by the Rules and Regulations. 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.

10.4 No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any property within the Pebble Creek Development which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace or unless otherwise approved in writing by the Association. The fact that the Association approves the lighting of open fires on any property on any given occasion shall not require the Association to thereafter approve similar lighting of fires on such Property or any other property within the Pebble Creek Development at any later date.

10.5 No Unsightliness. No unsightliness shall be permitted on any Lot or Unit which is visible from any other Lot or Unit or other land within the Pebble Creek Development. Without limiting the generality of the foregoing, all unsightly conditions, structures, facilities, equipment, and objects and conditions shall be enclosed with a structure including garden or maintenance equipment except when in actual use.

10.6 Restrictions on Garbage and Trash. At any time prior to the commencement of construction of Improvements on a Lot or Unit and at all times following the completion of construction of such Improvements, no refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot or Unit except within an enclosed structure or appropriately screened from view, except that any such container (approved by the Association) may be placed in a designated area for garbage or trash pickup no earlier than 6 p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than 12:01 p.m. on the day following the pickup of such garbage and trash.

10.7 No Temporary Structures. No tent, shack, temporary structure or temporary building shall be placed upon any property within the Pebble Creek Development except with the prior written consent of the Architectural Committee obtained in each instance or except as permitted by Section 7.3 hereof.

10.8 Restrictions on Antenna, Pipes and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antennae, television antennae, or other antennae of any type shall be erected or maintained in the Pebble Creek Development except that on commercial sites or industrial sites an Owner may erect antennae if such antennae are necessary to carry on the business conducted by Owner on such Owner's property and provided that the Architectural Committee gives its consent to the erection of such antennae in accordance with the provisions of Article 6 hereof. A master antenna or cable television antenna or antennae may, but need not, be provided by the Association for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes.

10.9 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Pebble Creek Development so as to be evident to public view except signs as may be approved in writing by the Architectural Committee. A sign advertising a Lot or Unit for sale or for lease may be placed on such Lot or Unit; provided, however, that the Rules and Regulations may regulate the dimensions, color, style and location of such signs and no sign not complying with the Rules and Regulations may be placed or maintained in the Pebble Creek Development.

10.10 Restrictions on Mining or Drilling. No property within the Pebble Creek Development shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth except (i) drilling, exploring for or removing underground water by Declarant or any Person designated by Declarant for the purpose of providing water service to property within the boundaries of the Pebble Creek Development, (ii) if approved by the Architectural Committee, the necessary digging or removal of earth or other surface or subsurface material in conjunction with the landscaping or construction of Improvements within the Pebble Creek Development, and (iii) except any penetration into the sub-surface of Property within the Pebble Creek Development by any well, shaft or other excavation which is

at a depth of not less than five hundred feet (500') below the natural ground level of such property and as to which the surface location of such well, shaft or other excavation is not closer than three hundred feet (300') to any boundary line of the Pebble Creek Development.

10.11 Maintenance of Drainage. There shall be no interference with the established drainage pattern over any property within the Pebble Creek Development except as approved in writing by the Architectural Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Architectural Committee. The established drainage pattern may include the drainage pattern from Common Area over any Lot or Unit, from any Lot or Unit over the Common Area, or from any Lot or Unit over another Lot or Unit.

10.12 Compliance with Insurance Requirements. Except as may be approved in writing by the Board, nothing shall be done or kept on property within the Pebble Creek Development which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

10.13 Compliance with Laws. Nothing shall be done or kept on any property within the Pebble Creek Development in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

10.14. Restrictions on Sewage Disposal System. No septic or other sewage disposal system shall be installed within the Pebble Creek Development without the prior written consent of the Architectural Committee, except a central sewer disposal system installed and maintained by a private utility company, water district, municipal utility district or similar governmental agency for the benefit of the Pebble Creek Development. Any sewage disposal system installed for property within the Pebble Creek Development shall be subject to applicable laws, rules and regulations of any governmental authority having jurisdiction.

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

10.16 Restoration in the Event of Damage or Destruction. Except as otherwise provided in a Supplementary Declaration, in the event of damage or destruction of any Improvement on any Lot or Unit, the Owner thereof shall promptly cause the damaged or destroyed Improvement to be (a) restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Committee, or (b) demolished and the Lot or Unit suitably cleared and landscaped subject to the approval of the Architectural Committee so as to present a pleasing and attractive appearance.

11. GENERAL PROVISIONS

11.1 Association Information. The books and records of the Association shall be open to examination by any Member during reasonable business hours.

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

11.3 Term. The provisions of this 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 Declaration, after which time they shall be automatically extended for up to three (3) successive periods of ten (10) years each unless terminated as provided in Section 11.5 hereof

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

11.5 Amendment by Members. This Declaration may be amended or changed, in whole or in part, at any time within forty (40) years of the date of this

Declaration by the written agreement or signed ballot of those Members holding not less than sixty-seven percent (67%) of the total votes of each class of Members; and, thereafter, by a written agreement or signed ballot signed by those Members holding not less than fifty percent (50) of the total votes of each class of Members. If the Declaration is amended by a written instrument signed by the requisite number of Members, such amendment must be approved by said Members within three hundred sixty-five (365) days of the date the first Member executes such amendment. The date a Member's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Member. Those Members (including the Declarant) entitled to cast not less than the required number of all votes of the Members of the Association may also vote to amend this Declaration, in person or by proxy, at a meeting of the Members (including the Declarant) duly called for such purpose, written notice of which shall be given to all Owners 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 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 (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 of Directors, stating that the required number of Members (including the Declarant) executed the instrument amending this 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.

11.6 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 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 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 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 mixed-use 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 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 or commercial use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Pebble Creek Development.

11.7 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by two-thirds (2/3rds) of the Board and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of Declarant and of Members entitled to cast not less than two-thirds (2/3rds) of the votes of the Class A Members of the Association.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Pebble Creek Development, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any

revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation documents shall control.

11.8 Effect on Annexable Land. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Land, unless and until portions of the Annexable Land are made subject to the jurisdiction of the Association by a separate instrument executed solely by Declarant or its successors and assigns and any lien holders, which instrument is recorded in the Office of the County Clerk of Brazos County, Texas.

11.9 Effect on Country Club Land. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Country Club Land, except for the provisions of Article 3 relating to voting by the Country Club, Article 5 relating to the assessments and charges applicable to the Country Club Land, and the provisions of Paragraph 11.5 relating to the amendment of this Declaration.

11.10 Special Approvals by First Mortgagees. Unless at least fifty-one percent (51%) of the mortgagees holding first lien mortgages (based upon one vote for each mortgage owned) of the lots or units in the Pebble Creek Development have given their written approval, neither the Association nor any Member shall (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or the Improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utilities easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such property by the Association shall not be deemed to be within the meaning of this provision); (ii) change the method of determining the obligations, assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (iii) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of Improvements to property; (iv) fail to maintain the casualty, fire and extended coverage insurance on insurable Community Common Elements as elsewhere provided in this Declaration; (v) use hazard insurance proceeds from losses to any Common Area for other than the repair, replacement or reconstruction of the Improvements which were damaged or destroyed; and (vi) amend any material provision of this Declaration, including, without limitation, any provisions which are for the express benefit of a mortgagee or eligible insurers or guarantors of eligible first mortgages on lots or units.

11.11 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 Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Declarant or (ii) assignment to any third party owning property in the Pebble Creek Development, Annexable Land or to the entity owning the Country Club, of one or more of Developer's specific rights and prerogatives provided in this 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 Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s).

11.12 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 occasion of such golf balls.

11.13 Gender. Wherever in this 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.

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

Executed this 4th day of December, 1990.

ATTEST:
Laura Normand
Laura Normand, Secretary

PEBBLE CREEK DEVELOPMENT COMPANY
A. P. Boyd
A. P. Boyd, Vice President

STATE OF TEXAS

COUNTY OF BRAZOS

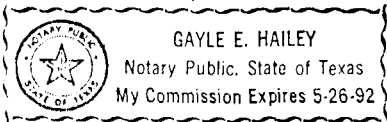
This instrument was acknowledged before me on this the 4th day of December, 1990, by A. P. Boyd, Vice President of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.

Sue Rockey
Notary Public, State of Texas
My Commission Expires: 10-23-93

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 4th day of December, 1990, by Laura Normand, Secretary of Pebble Creek Development Company, a Texas Corporation, on behalf of such corporation.



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

EXHIBIT A

Pebble Creek Phase 1
 S.W. Robertson Survey
 College Station, Texas
 26 April 1990

All that certain tract or parcel of land lying and being situated in the S.W. Robertson Survey in College Station, Brazos County, Texas, being a part of that 1348.88 acre tract conveyed to TCR Joint Venture by deeds recorded in Volume 1058, Page 613 and Volume 1058, Page 610 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

Beginning in the southeast line of Greens Prairie Road, N 41° 52' 23" E - 1171.50 feet from the most northerly corner of Texas Centroid Ranch Section One addition to the City of College Station, Texas, according to plat of record in Volume 981, Page 221 of the Official Records of Brazos County, Texas.

Thence through the said TCR Joint Venture 1348.88 acre tract as follows:

S 48° 07' 37" E - 138.10 feet to the beginning of a curve to the left (R=600');
 Along the arc of said curve through a central angle of 37° 24' 53";
 S 6° 16' 07" W - 136.22 feet to the beginning of a curve to the right (R=430');
 Along the arc of said curve through a central angle of 38° 01' 29" to the end of said curve;
 S 44° 17' 37" W - 447.74 feet to the beginning of a curve to the left (R=570');
 Along the arc of said curve through a central angle of 53° 37' 15" to the end of said curve;
 S 9° 19' 39" E - 660.50 feet;
 N 80° 40' 21" E - 190.23 feet;
 N 88° 21' 38" E - 245.47 feet;
 S 77° 15' 34" E - 595.93 feet;
 S 65° 14' 36" E - 150.00 feet;
 S 40° 22' 37" E - 225.00 feet;
 S 26° 06' 12" E - 421.94 feet;
 S 15° 27' 21" E - 180.00 feet;
 N 74° 32' 39" E - 198.12 feet to the beginning of a curve to the right (R=765');
 Along the arc of said curve through a central angle of 8° 29' 39" to the end of said curve;
 N 83° 02' 18" E - 137.61 feet to the beginning of a curve to the left (R=835');
 Along the arc of said curve through a central angle of 23° 57' 04" to the end of said curve;
 N 59° 05' 14" E - 139.53 feet to the beginning of a curve to the left (R=835');
 Along the arc of said curve through a central angle of 15° 23' 58" to the end of said curve;
 N 43° 41' 16" E - 98.76 feet to the beginning of a curve to the right (R=565');
 Along the arc of said curve through a central angle of 18° 52' 46" to the end of said curve;
 N 62° 34' 02" E - 84.35 feet to the beginning of a curve to the left (R=635');
 Along the arc of said curve through a central angle of 31° 11' 23" to the end of said curve;
 N 31° 22' 39" E - 49.00 feet to the beginning of a curve to the right (R=565');
 Along the arc of said curve through a central angle of 19° 02' 52" to the end of said curve;
 N 50° 25' 31" E - 94.26 feet to the southwest line of that 27.29 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 1029, Page 13 of the Official Records of Brazos County, Texas;

Thence N 39° 34' 29" W - 3752.83 feet along the southwest line of the said City of College Station 27.29 acre tract to the most westerly corner of same in the southeast line of Greens Prairie Road;

Thence S 41° 52' 23" W - 1383.77 feet to the Point of Beginning and containing 168.99 acres of land more or less.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS OF LAND DESCRIBED AS "GOLF COURSE TRACT 1" AND "GOLF COURSE TRACT 2".

Old Course Tract 2
Pebble Creek Phase 1
S.W. Robertson Survey
College Station, Texas.
16 November 1990

All that certain tract or parcel of land lying and being situated in the S.W. Robertson Survey in College Station, Brazos County, Texas, being a part of that 168.99 acre tract conveyed to Pebble Creek Development Company by deed recorded 28 June 1990 in the Official Records of Brazos County, Texas, under file No. 447660 and being more particularly described as follows:

Beginning in the southwest line of that 27.29 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 1029, Page 13 of the Official Records of Brazos County, Texas, S 39° 34' 29" E - 1823.73 feet from the most westerly corner of same in the southeast line of Greens Prairie Road.

Thence S 39° 34' 29" E - 413.75 feet along the southwest line of the said 27.29 acre tract;

Thence through the said Pebble Creek Development Company tract as follows:

S 17° 25' 32" W - 494.64 feet;
S 13° 48' 04" W - 287.42 feet;
S 11° 24' 14" W - 279.48 feet;
S 1° 47' 56" W - 640.00 feet;
S 23° 00' 40" W - 231.43 feet;
S 63° 53' 50" W - 130.00 feet;
N 48° 40' 22" W - 158.57 feet;
N 29° 10' 26" W - 344.20 feet;
N 34° 39' 50" W - 226.18 feet;
N 58° 50' 37" W - 237.94 feet;
N 70° 20' 32" W - 389.10 feet;
N 25° 48' 58" E - 704.20 feet;
N 7° 30' 22" E - 886.07 feet;
S 79° 47' 55" E - 17.32 feet to the beginning of a curve to the left (R = 1770');
Along the arc of said curve through a central angle of 3° 22' 48" to the end of said curve;
S 83° 10' 43" E - 13.05 feet;
S 3° 08' 05" W - 140.29 feet;
S 9° 12' 34" E - 394.54 feet;
S 3° 05' 00" E - 336.64 feet;
S 23° 26' 16" W - 461.12 feet;
S 50° 54' 59" E - 99.21 feet;
N 79° 31' 40" E - 410.00 feet;
N 16° 48' 20" E - 300.00 feet;
N 9° 25' 07" E - 586.44 feet;
N 22° 59' 23" W - 235.00 feet;
N 1° 24' 44" W - 140.00 feet;
S 83° 10' 43" E - 154.90 feet to the beginning of a curve to the right (R = 365');
Along the arc of said curve through a central angle of 8° 38' 03" to the Point of Beginning and containing 32.56 acres of land more or less.

Amendment to Declaration

FILED

CLERK

CLERK

CLERK

Jo Lillan

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

18314

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

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

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

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

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

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

2. Article 5.4 is amended to read:

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

3. Article 6.5 is amended to read:

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

4. Article 6.7 is amended to read:

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

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

5. Article 10.9 is amended to read:

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

6. Article 10.10 is amended to read:

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

7. Article 10.15 is amended to read:

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

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

Executed this 28 day of June, 1991.

ATTEST:

John Wilson
John Wilson, Asst. Secretary

PEBBLE CREEK DEVELOPMENT COMPANY

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

STATE OF TEXAS

COUNTY OF BRAZOS

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

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



STATE OF TEXAS

COUNTY OF BRAZOS

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

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



AFFIDAVIT

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

Executed this 27th day of June, 1991.

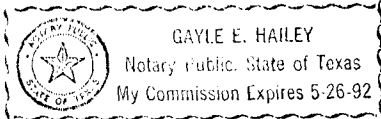
Jerry L. Bradshaw

Sandra S. Bradshaw

STATE OF TEXAS

COUNTY OF BRAZOS

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

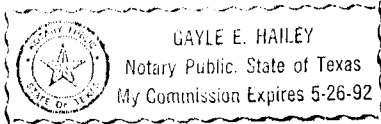


STATE OF TEXAS

COUNTY OF BRAZOS

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

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



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

AFFIDAVIT

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

Executed this 25th day of June, 1991.

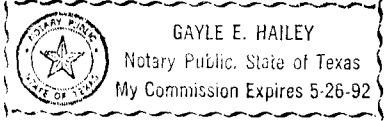
[Signature]

Resident Canyon West

STATE OF TEXAS

COUNTY OF BRAZOS

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



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

STATE OF TEXAS

COUNTY OF BRAZOS

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

Notary Public, State of Texas
My Commission Expires: _____

AFFIDAVIT

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

Executed this 27th day of June, 1991.

[Signature]

[Signature]

STATE OF TEXAS

COUNTY OF BRAZOS

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

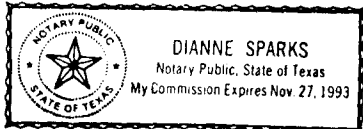


[Signature]
Notary Public, State of Texas
My Commission Expires: 11/27/93

STATE OF TEXAS

COUNTY OF BRAZOS

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



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

AFFIDAVIT

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

Executed this 26 day of June, 1991.

[Signature] S.M. Shalimar

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 26th day of June, 1991, by Melissa S. Mulberger
Mahendira O. Thakur
Melissa S. Mulberger
Notary Public, State of Texas
My Commission Expires: 5-1-92

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 26th day of June, 1991, by Melissa S. Mulberger
Shekhana M. Thakur
Melissa S. Mulberger
Notary Public, State of Texas
My Commission Expires: 5-1-92

AFFIDAVIT

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

Executed this 27 day of JUNE, 1991.

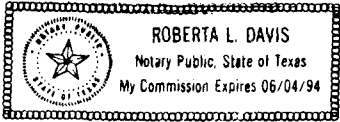
[Signature]

[Signature: Tina D. Coe]

STATE OF TEXAS

COUNTY OF BRAZOS

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

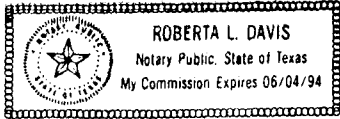


[Signature: Roberta L. Davis]
Notary Public, State of Texas
My Commission Expires: 6-4-94

STATE OF TEXAS

COUNTY OF BRAZOS

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



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