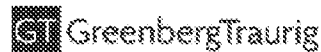


**AFTER RECORDING RETURN TO:**



Carey Gunn Venditti, Esq.  
GREENBERG TRAUIG, LLP  
300 W. 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701  
Email: vendittic@gtlaw.com

**THIRD AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY**  
**OWNERS' ASSOCIATION**

**Declarant:** PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership  
MOUNTAIN PLUM, LTD., a Texas limited partnership

Cross reference to Declaration of Covenants, Conditions and Restrictions for Plum Creek Cromwell Drive Commercial Property Owners' Association, recorded as Document No. 2015-15038555 in the Official Public Records of Hays County, Texas, as amended.

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY  
OWNERS' ASSOCIATION**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Plum Creek Cromwell Drive Commercial Property Owners' Association (this "Third Amendment") is made and executed by the President and the Secretary of **PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC.**, a Texas nonprofit corporation (the "Association") and is as follows:

**RECITALS:**

**A.** Plum Creek Cromwell Drive Commercial, a development located in Hays County, Texas, is presently subject to that certain Declaration of Covenants, Conditions and Restrictions for Plum Creek Cromwell Drive Commercial Property Owners' Association, recorded as Document No. 2013-13006280 in the Official Public Records of Hays County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Plum Creek Cromwell Drive Commercial Property Owners' Association, recorded as Document No. 2015-15017105 in the Official Public Records of Hays County, Texas, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Plum Creek Cromwell Drive Commercial Property Owners' Association, recorded as Document No. 2015-15038555 in the Official Public Records of Hays County, Texas (collectively, the "Declaration").

**B.** Pursuant to *Section 7.02(b)* of the Declaration, the Declaration may be amended by the recording in the Real Property Records of Hays County, Texas of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners of at least sixty (60) acres of the land making up the Property.

**D.** **PLUM CREEK DEVELOPMENT PARTNERS, LTD.**, a Texas limited partnership ("PCDP"), **MOUNTAIN PLUM, LTD.**, a Texas limited partnership ("Mountain Plum"), **PC OPERATING PARTNERS, LTD.**, a Texas limited partnership ("PCOP"), and **THE OVERLOOK AT PLUM CREEK, LLC**, a Texas limited liability company ("Overlook") collectively own more than sixty (60) acres of the Property.

**E.** PCDP, Mountain Plum, PCOP and Overlook, as Owners of at least sixty (60) acres of the Property, desire to amend the Declaration for the purpose of amending the assessment provisions, as set forth more fully hereinbelow.

**F.** The President and Secretary of the Association execute this Third Amendment to certify that it has been approved by Owners of at least sixty (60) acres of the Property.

**G.** PCDP, Mountain Plum, PCOP and Overlook each execute this Third Amendment for purposes of evidencing their joinder in and consent thereto.

**NOW THEREFORE**, the Declaration is hereby amended as follows:

**1.** **Assessments.** *Section 4.01(b)* of the Declaration is hereby deleted in its entirety and replaced with the following:

**4.01 Assessments.**

b. Commencing after the applicable Initial Period, each Lot in the Property shall be subject to a monthly maintenance charge to be used for the purpose of, among other things, maintenance and installation of common areas in the Property, paying ad valorem taxes on such common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the POA to maintain or improve property in the Property of which it considers to be a general benefit to the owners or occupants of the Property. All assessments established by the Board pursuant to the provisions of this Article shall be levied on a uniform basis against each Lot within the Property. The amount of the maintenance charge for each Lot in the Property shall be calculated by multiplying the number of acres within the applicable Lot by the per acreage costs determined by the Board pursuant to and in accordance with *Section 4.01.c* hereof below.

2. **Assessments.** *Section 4.01(c)* of the Declaration is hereby deleted in its entirety and replaced with the following:

**4.01 Assessments.**

c. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the POA during such year in performing its functions under this Declaration including, but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing this Declaration, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding. If the sums collected prove inadequate for any reason, including for reasons of nonpayment of any individual Assessment, the POA may, at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such Assessments shall be due and payable to the POA at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Third Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of the 9th day of January, 2017.

[SIGNATURE PAGES FOLLOW]

**THE ASSOCIATION:**

**PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY OWNERS' ASSOCIATION**, a Texas nonprofit corporation

By: P. L. F.  
PETER L. FRENCH, President

By: \_\_\_\_\_, Secretary

THE STATE OF TEXAS                    §  
  §  
COUNTY OF Brewer                   §

This instrument was acknowledged before me on this 6 day of January, 2016, by Peter French, President of Plum Creek Cromwell Drive Commercial Property Owners' Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)



Lisa Jimenez  
Notary Public, State of Texas

THE STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Secretary of Plum Creek Cromwell Drive Commercial Property Owners' Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)

\_\_\_\_\_  
Notary Public, State of Texas

**THE ASSOCIATION:**

**PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY OWNERS' ASSOCIATION**, a Texas nonprofit corporation

By: \_\_\_\_\_, President:

By: J. Sisk \_\_\_\_\_, Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

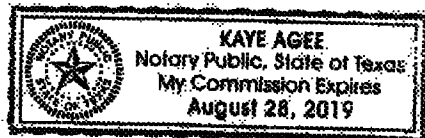
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, President of Plum Creek Cromwell Drive Commercial Property Owners' Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal) \_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis §

This instrument was acknowledged before me on this 20 day of December, 2016, by Janine Sisk, Secretary of Plum Creek Cromwell Drive Commercial Property Owners' Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal) \_\_\_\_\_  
Notary Public, State of Texas



**ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED  
BY PCDP:**

**PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas  
limited partnership**

By: PCDP General Partner, LLC, a Texas limited  
liability company, its General Partner

By: [Signature]  
Richard B. Negley, Manager

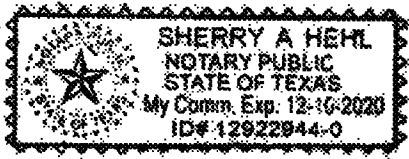
By: [Signature]  
Laura Negley Gill, Manager

THE STATE OF TEXAS §  
§  
COUNTY OF Bexar §

This instrument was acknowledged before me on this 21<sup>st</sup> day of December, 2016,  
by Richard B. Negley, Manager of PCDP General Partner, LLC, a Texas limited liability company, General  
Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited  
liability company and limited partnership.

(seal)

[Signature]  
Notary Public, State of Texas

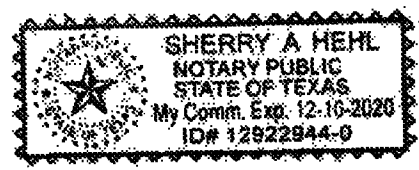


THE STATE OF TEXAS §  
§  
COUNTY OF Bexar §

This instrument was acknowledged before me on this 21<sup>st</sup> day of December, 2016,  
by Laura Negley Gill, Manager of PCDP General Partner, LLC, a Texas limited liability company, General  
Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited  
liability company and limited partnership.

(seal)

[Signature]  
Notary Public, State of Texas





**ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED  
BY PCOP:**

**PC OPERATING PARTNERS, LTD.**, a Texas limited partnership

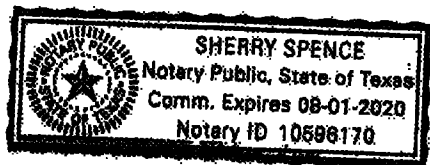
By: PCOP GP, LLC, a Texas limited liability company,  
its General Partner

By: *Myra Goepp*  
Myra Goepp, Vice President

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TARRANT           §

This instrument was acknowledged before me on this 6<sup>th</sup> day of January, 2016/2017<sup>55</sup>  
by Myra Goepp, Vice President of PCOP GP, LLC, a Texas limited liability company, General Partner of PC  
Operating Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited  
partnership.

(seal)



*Sherry Spence*  
Notary Public, State of Texas



**ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED  
BY OVERLOOK:**

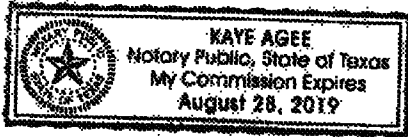
THE OVERLOOK AT PLUM CREEK, LLC, a Texas limited liability company


By:   
Diana McIver, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF Tarrant           §

This instrument was acknowledged before me on this 20<sup>th</sup> day of December 2016, by Diana McIver, Manager of The Overlook at Plum Creek, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



  
Notary Public, State of Texas

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