

Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2015 15017105

Instrument Number: 2015-15017105

As

Recorded On: June 05, 2015

OPR RECORDINGS

Parties: PLUM CREEK DEVELOPMENT PARTNERS LTD

To

Billable Pages: 5

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS	42.00
Total Recording:	42.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-15017105
Receipt Number: 399223
Recorded Date/Time: June 05, 2015 12:31:45P
Book-Vol/Pg: BK-OPR VL-5233 PG-142
User / Station: O Mejia - Cashiering #6

Record and Return To:

INDEPENDENCE TITLE
ORIGINAL BACK TO CUSTOMER
SAN MARCOS TX 78666



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

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

STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO DECLARATION ("*Amendment*") is made as of the date hereinafter set forth by Plum Creek Development Partners, Ltd., a Texas limited partnership ("*PCDP*") and Mountain Plum, Ltd., a Texas limited partnership ("*Mountain Plum*") (PCDP and Mountain Plum, hereinafter collectively, the "*Declarant*").

RECITALS:

WHEREAS, Declarant and Cromwell Street, LLC, a Texas limited liability company ("*Cromwell*"), recorded a Declaration of Covenants, Conditions and Restrictions for Plum Creek Cromwell Drive Commercial Property Owners' Association on February 25, 2013 in Book-VI-4564, Page 391, Official Public Records of Real Property of Hays County, Texas (the "*Declaration*"), which affected the property ("*Property*") described on Exhibit A, attached thereto;

WHEREAS, as of the date hereof, Declarant owns at least twenty-five (25) acres of the Property; consequently, Declarant has the right to amend the Declaration without joinder of the Owners and/or Cromwell; and

WHEREAS, Declarant desires to amend the membership requirements of ARC during the Declarant Control Period.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby modifies and amends the Declaration as follows:

1. Section 6.02 Membership is amended to read, in its entirety, as follows:

"Section 6.02 Membership. During the Declarant Control Period, each member of the Board shall be a member of ARC. Upon and after the expiration of the Declarant Control Period, there shall at all times be three (3) members of the ARC, and ARC members must be Members in good standing to the POA. Each ARC member shall hold office until he/she resigns, is removed, becomes disqualified or becomes incapacitated. During the Declarant Control Period, the ARC members shall be appointed, replaced and/or removed in accordance with the terms of the Bylaws. After expiration of the Declarant Control Period, the Board shall have the sole authority to appoint, replace and remove ARC members. Members of the ARC are not entitled to any compensation for services rendered pursuant to this Declaration."

2. Defined Terms. Terms not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and same instrument.


4. Inconsistencies. Except as modified and amended in this Amendment, the Declaration is in full force and effect, and all of the terms, conditions and provisions of the Declaration shall remain unchanged as set forth in the Declaration.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and the Owners.

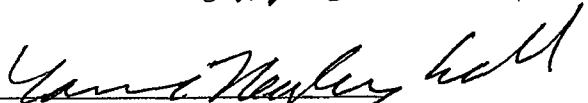
EXECUTED this 31st day of MAY, 2015.

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

By: MP General, L.L.C.,
a Texas limited liability company,
its general partner

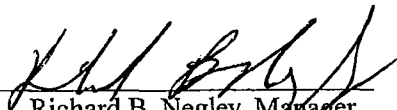
By: 
Richard B. Negley, Manager

and

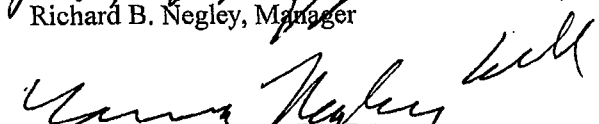
By: 
Laura Negley Gill, Manager

MOUNTAIN PLUM, LTD.,
a Texas limited partnership

By: MP General, L.L.C.,
a Texas limited liability company,
its general partner

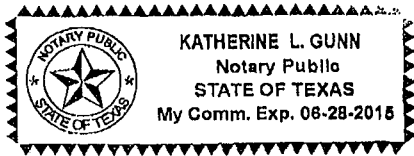
By: 
Richard B. Negley, Manager

and

By: 
Laura Negley Gill, Manager

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

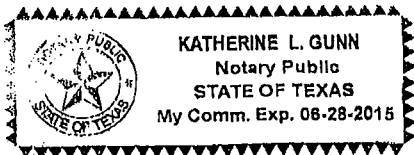
This instrument was acknowledged before me on May 27, 2015, by Richard B. Negley, who is known to me, in his capacity as Manager of MP GENERAL, L.L.C., a Texas limited liability company, the general partner of PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership.



Katherine L Gunn
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

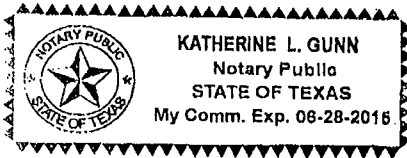
This instrument was acknowledged before me on May 27, 2015, by Laura Negley Gill, who is known to me, in her capacity as Manager of MP GENERAL, L.L.C., a Texas limited liability company, the general partner of PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership.



Katherine L Gunn
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

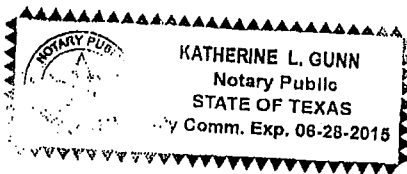
This instrument was acknowledged before me on May 27, 2015, by Richard B. Negley, who is known to me, in his capacity as Manager of MP GENERAL, L.L.C., a Texas limited liability company, the general partner of MOUNTAIN PLUM, LTD., a Texas limited partnership.



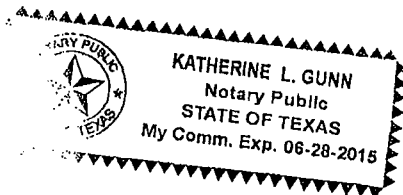
Katherine L Gunn
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on May 27, 2015, by Laura Negley Gill, who is known to me, in her capacity as Manager of MP GENERAL, L.L.C., a Texas limited liability company, the general partner of MOUNTAIN PLUM, LTD., a Texas limited partnership.



Katherine L Gunn
Notary Public, State of Texas



The undersigned have executed this Amendment pursuant to Section 7.02, a. of the Declaration to certify that as of the date hereof, Declarant owns at least twenty-five (25) acres of the Property.

PLUM CREEK CROMWELL DRIVE COMMERCIAL
PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Name: DAVID C. MAHN
Title: DIRECTOR

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 3, 2015, by David C. Mahn, who is known to me, in his/her capacity as Director of PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation.



Irene Hse Rucker
Notary Public, State of Texas

Return to:

**Attn: Whitney White
Independence Title Company
5900 Shepherd Mountain Cove
Bldg. 2, Suite 200
Austin, TX 78730**