

**** Electronically Filed Document ****

Hays County Texas
Liz Q. Gonzalez
County Clerk

Document Number: 2015-15038555
Recorded As : ELECTRONIC RECORDING

Recorded On: December 07, 2015
Recorded At: 09:01:54 am
Number of Pages: 7
Book-VI/Pg: Bk-OPR VI-5390 Pg-124
Recording Fee: \$46.00

Parties:

Direct- PLUM CREEK CROMWELL DRIVE COM
Indirect-

Receipt Number: 415478
Processed By: Rachel Hatmaker

***** 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.



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

SECOND 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 SECOND 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, as amended by Declarant and consented to by PC Operating Partners, Ltd., a Texas limited partnership ("PC"), who collectively owned at least sixty (60) acres of the Property, pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Plum Creek Cromwell Drive Commercial Property Owners' Association dated May 31, 2015 and recorded in Volume 5233, Page 142, Official Public Records of Real Property of Hays County, Texas (together, the "*Declaration*"), which affected the property ("*Property*") described on Exhibit A, attached thereto;

WHEREAS, The Declaration provides under Section 7.02, b. that 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 POA, setting forth the amendment and certifying that such amendment has been approved by the Owners of at least sixty (60) acres of the land making up the Property.

WHEREAS, Declarant and PC collectively own 61.471 acres of the Property, and each of PCDP, MP and PC has consented to this Amendment, executes this Amendment for purposes of indicating such consent, and thereby the President and Secretary certify that the Owners of at least sixty acres of the Property have approved this Amendment.

WHEREAS, as of the date hereof, Owners collectively owning at least sixty (60) acres of the Property desire to amend the Declaration.

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

1. Section 4.01, a. of the Declaration is hereby amended and restated in its entirety as follows:

15/ITC/ 1426135 -COM/DPP

“Each Owner of a Lot will pay an initial annual charge equal to the amount calculated by multiplying (i) the then current annual charge per acre for the calendar year in which such Owner acquires a Lot(s), as determined by the Board in accordance with Section 4.01(c) hereof, by (ii) the number of acres within the applicable Lot, such initial annual charge being hereinafter referred to as the “**Initial Charge**”. The Initial Charge will be paid prior to or contemporaneously with the transfer of such Lot from any Declarant to such unrelated third party, and the Initial Charge will cover the period of time commencing on January 1 of the year such transfer occurred to December 31 of the year that such transfer occurred (such period of time, with respect to each applicable Lot (or applicable tract of land) hereinafter, being referred to as the “**Initial Period**”).”

2. The first sentence of Section 7.02, a. of the Declaration is hereby amended and restated in its entirety as follows:

“This Declaration may be amended by the Declarant acting along until December 31, 2025, so long as one or more of the Declarants own at least twenty-five (25) acres (whether it is a Lot or not) making up the Property (the “**Declarant Control Period**”); provided, however, so long as PC owns any Property, Declarant must obtain PC’s joinder and written consent, which consent shall not be unreasonably withheld, delayed or conditioned.”

3. To correct a scrivener’s error, Section 7.02, b. of the Declaration is amended to read in its entirety as follows:

“By Owners. In addition to the method in **Section 7.02, a.**, this 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 POA, setting forth the amendment and certifying that such amendment has been approved by the Owners of at least sixty (60) acres (whether a Lot or tract) of the land making up the Property.”

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

5. 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.

6. 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.

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

The undersigned have executed this Amendment as of OCTOBER 23, 2015, pursuant to Section 7.02, b. of the Declaration and certify that as of the date hereof, Owners of at least sixty (60) acres of the Property have approved this Amendment.

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

By: *P F*
Name: PETER FRENCH
Title: President

By: *Andy Hutton*
Name: ANDY HUTTON
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on OCTOBER 23, 2015, by PETER FRENCH, who is known to me, in his/her capacity as President of PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation.



Dusty Lee Maxwell
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on OCTOBER 23, 2015, by ANDY HUTTON, who is known to me, in his capacity as Secretary of PLUM CREEK CROMWELL DRIVE COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation.



Dusty Lee Maxwell
Notary Public, State of Texas

Consented to by:

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

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

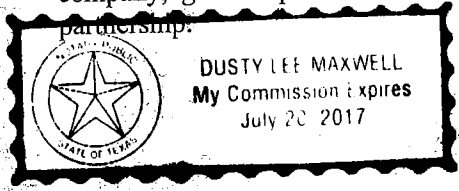
By: [Signature]
Richard B. Negley, Manager

and

By: [Signature]
Laura Negley Gill, Manager

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

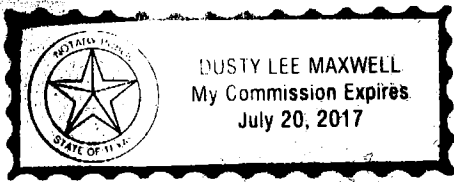
This instrument was acknowledged before me on 10/7/, 2015, by Richard B. Negley, who is known to me, in his capacity as Manager of PCDP General Partner, LLC, a Texas limited liability company, general partner of PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on 10/7/, 2015, by Laura Negley Gill, who is known to me, in her capacity as Manager of PCDP General Partner, LLC, a Texas limited liability company, general partner of PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership.



[Signature]
Notary Public, State of Texas

Consented to by:

MOUNTAIN PLUM, LTD., a Texas limited partnership

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

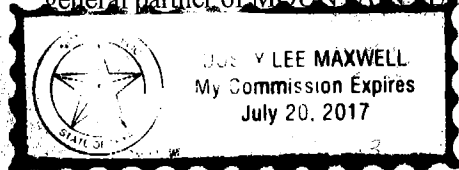
By: *[Signature]*
Richard B. Negley, Manager

and

By: *[Signature]*
Laura Negley Gill, Manager

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

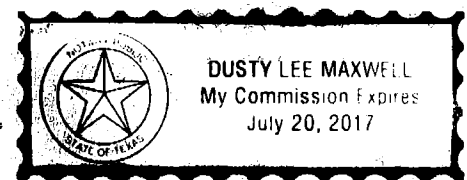
This instrument was acknowledged before me on 10/21, 2015, by Richard B. Negley, who is known to me, in his capacity as Manager of MP General, L.L.C., a Texas limited liability company, general partner of MOUNTAIN PLUM, LTD., a Texas limited partnership.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on 10/7, 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, general partner of MOUNTAIN PLUM, LTD., a Texas limited partnership.

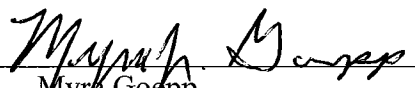


[Signature]
Notary Public, State of Texas

Consented to by:

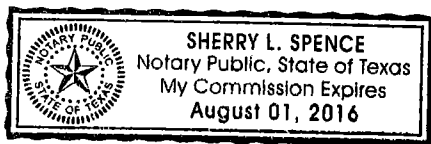
PC OPERATING PARTNERS, LTD., a Texas limited partnership

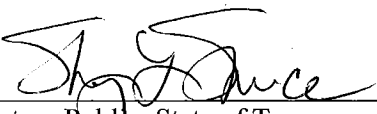
By: PCOP GP, LLC, a Texas limited liability company
its general partner

By: 
Myra Goepp
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 14, 2015, by Myra Goepp, who is known to me, in her capacity as Vice President of PCOP GP, LLC, a Texas limited liability company, general partner of PC OPERATING PARTNERS, LTD., a Texas limited partnership.




Notary Public, State of Texas