## AMENDMENT TO AND THIRD SUPPLEMENTAL DECLARATION FOR DECLARATION OF PROTECTIVE COVENANTS FOR CREEK ROAD RANCH

THE STATE OF TEXAS

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COUNTY OF HAYS

This Amendment to and Third Supplemental Declaration for Declaration of Protective Covenants for Creek Road Ranch ("Third Supplemental Declaration") is made to be effective as of the date recorded in the Official Public Records of Hayes County, Texas, with respect to the following facts:

- A. The Declaration of Protective Covenants for Creek Road Ranch is recorded in Volume 2041, Page 548, Official Public Records of Hays County, Texas (the "Declaration"). The Declaration has been supplemented and modified by a First Supplemental Declaration for Declaration of Protective Covenants for Creek Road Ranch, recorded in Volume 2463, Page 705, Official Records of Hays County, Texas (the "First Supplement").
- B. The Declaration has been supplemented and modified by a Second Supplemental Declaration for Declaration of Protective Covenants for Creek Road Ranch, recorded in Volume 3048, Page 89, Official Records of Hays County, Texas (the "Second Supplement").
- C. Creek Road Ranch, Inc., a Texas corporation ("Declarant"), is the "Declarant" under the Declaration.
- D. Article XI, Section 11.4 of the Declaration permits Declarant to amend the Declaration.

## THEREFORE, Declarant declares as follows:

1. Section 11.9 of The Declaration is amended to state the mailing address for the association, as 9600 Escarpment Blvd, Suite 745-55, Austin, TX 78749, which address shall be effective upon the filing of this Third Supplemental Declaration.

- 2. Paragraph 7 of the Second Supplement is amended to the extent that no new lot connections shall be allowed to the water well owned by the Association after the effective date of this Third Supplemental Declaration. Only lots already connected to the well or which had initiated construction by submitting their design review deposit to the DRC prior to the effective date of this Third Supplemental Amendment shall be connected to the well. On or about November 1st of each year, the water meters for all connections to the well will be read. The operating expenses of the well and any necessary contributions to the reserve fund for well repair and maintenance will be apportioned between the Association and any Connected Lots. The aggregate portion of expenses and any reserve fund contributions payable by Connected Lots shall be apportioned equally between any of the Connected Lots that used water in the previous year, as evidenced by meter readings.
- 3. In the event of any conflicts between this Third Amendment and the Declarations or the First or Second Supplements, this Third Supplemental Declaration shall control.

Executed on the date set forth below to be effective the date first stated above.

**DECLARANT:** 

CREEK ROAD RANCH, INC., a Texas corporation

This instrument was acknowledged before me by Brent Gibbs on the Tt day of

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Notary Public, State of Texas



AFTER RECORDING, PLEASE RETURN TO:

Tim Hendricks Hendricks Real Estate 9600 Escarpment Blvd #745-45 Austin, TX 78749