

Filed for Record in:
BRAZOS COUNTY,

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ITEM ONE

As a
Recording

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WOLFPEN VILLAGE

Document Number: 0676939
Amount 76.00

Receipt Number - 124785

By,
Pam Pivonka

STATE OF TEXAS

COUNTY OF BRAZOS

FACTS

1. Wolfpen Creek Corporation (Declarant) was the sole owner of that certain property known as Wolfpen Village, a subdivision of the City of College Station, Brazos County, Texas, according to the plat thereof recorded in Volume 297, page 407, Deed Records of Brazos County, Texas (the Subdivision).

2. Declarant by that certain instrument entitled Declaration of Covenants, Conditions and Restrictions filed of record in the Deed Records of Brazos County, Texas in Volume 296, page 259 (the Declaration), imposed on the Subdivision all those certain covenants, conditions, restrictions and easements therein set forth.

3. Article VI of the Declaration provides the terms of the Declaration can be amended by an instrument signed by the owners of at least seventy-five (75%) percent of the lots within the Subdivision, which instrument must be filed of record in the Official Records of Brazos County, Texas.

4. The undersigned are owners of at least seventy-five (75%) percent of the lots in the Subdivision and wish to amend the Declaration as set forth below.

NOW, THEREFORE, the undersigned being the owners of at least seventy-five (75%) percent of the lots within the Subdivision subject to the Declaration, hereby amend the Declaration as follows:

Article IV, Section 2 of the Declaration is hereby deleted in its entirety, and in its place, the following provision shall be in effect:

"Section 2. Property Maintenance

(a) The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and in the manner provided below, the Properties.

(b) The Association shall keep Wolfpen Creek free of debris so as to permit natural drainage of same and shall take action reasonably calculated to assure adequate drainage of the entire Common Area.

(c) It shall be the duty of each property owner to maintain front building surfaces, wall, fences, carports and other elements visible from common areas to standards identified by the Board. In the event that need for maintenance or repair is determined by the Board, and 30 days written notice has been given, the Association may provide such maintenance or repairs upon each lot, and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject."

The amendment of the declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

In witness whereof, the undersigned, representing owners of not less than seventy-five (75%) percent of the owners of lots in the subdivision subject to the terms of the Declaration, for the purpose of acknowledging their consent and approval to the amendment of the

Declaration, have executed this instrument to be effective upon filing of record in the official records of Brazos County, Texas. Separate signature pages shall be provided for the owners, for ease in execution.

Effective on the date of recording of this document in the County Clerk's Office in Brazos County, Texas.

END OF PAGE 3.