

21286

FIRST AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PECAN
ACRES ADDITION

This First Amendment to Declaration of Covenants and Restrictions for Pecan Acres Addition (this Amendment) is executed this 11th day of August, 1998 by the undersigned representing the Owners of two-thirds (2/3) or more of all Lots in the Subdivision.

WHEREAS, Magnatex Industries, Inc. executed that certain Declaration of Covenants and Restrictions for Pecan Acres Addition (the "Declaration") dated December 8, 1982 and recorded in Volume 720, Page 447 in the real property records of Midland County, Texas creating covenants as to limitations, restrictions and uses to which the real property (the "Property") described on Exhibit A attached hereto and made a part hereof may be put;

WHEREAS, pursuant to Paragraph 7.1 of the Declaration, the Declaration may be amended by the Owners of two-thirds (2/3) of all Lots in the Subdivision;

WHEREAS, the undersigned, representing the Owners of two-thirds (2/3) or more of all Lots in the Subdivision, desire to modify the terms of the Declaration; and

WHEREAS, pursuant to Paragraph 7.1 of the Declaration, this Amendment has been approved by the appropriate governmental regulatory body of the City of Midland, Texas, in the manner provided by ordinances, rules, and regulations of the City of Midland, Texas, for approval of subdivision plat;

NOW, THEREFORE, the Declaration is hereby amended as hereinafter provided.

1. Paragraph 2.1 of the Declaration is hereby deleted in its entirety and the following Paragraph 2.1 is substituted therefor:

2.1 Lot Usage. All lots in the Subdivision shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy any Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or such Owner's tenant and their families. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments or other apartment use; provided, however, that storage apartments which are used by the Owner's family are permitted provided that Owner shall not lease such apartments. Except as provided above, no Lot shall be used or occupied for any business, commercial, trade or professional purpose. Notwithstanding the foregoing, an Owner may use a portion of a single family dwelling for private office use; provided, however, that such private office may not be used for the purpose of receiving customers, clients, vendors, or other similar persons and no signs or advertisements of any kind may be erected or displayed which is visible from the exterior of the dwelling.

2. Paragraph 2.2 of the Declaration is hereby deleted in its entirety and the following Paragraph 2.2 is substituted therefor:

2.2 Building Structures. No buildings other than single family dwellings, and outbuildings used in connection therewith, shall be erected, altered, placed or permitted to remain on Lots. Only one single family dwelling together with outbuildings used in connection therewith shall be erected on a single Lot. The term "outbuildings" shall include only garages, carports and similar storage for motor vehicles, pump houses, stables and other buildings for domestic animals permitted hereunder and pets, children's play houses, guest and servants' quarters and structures of a similar nature for the convenience and pleasure of the occupants of the main dwelling and which are not incident to any commercial enterprise, business or profession.

3. Paragraph 2.3 of the Declaration is hereby deleted in its entirety and the following Paragraph 2.3 is substituted therefor:

2.3 Temporary and Other Structures. No structure of temporary character, trailer, mobile home, tent, shack, barn, pre-fabricated house, or any other structure or building, other than the residence to be built thereon, shall be placed on a Lot either temporarily or permanently, and no residential building, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to, a temporary construction and/or sales office building, storage area, signs and portable toilet facilities. Declarant and builders shall also have the right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in the Subdivision, but in no event, shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Properties.

4. Paragraph 2.6 of the Declaration is hereby deleted in its entirety and the following Paragraph 2.6 is substituted therefor:

2.6 Animals. No animals, livestock, poultry or fowl of any kind, except as approved in writing by the Building committee, shall be raised, bred, or kept on any Lot; provided, however, that dogs, cats, other household pets and horses may be kept, but they shall not be bred or kept for commercial purposes. Livestock other than those permitted herein may be kept on a Lot only under a Student 4-H or similar program and the terms and conditions for allowing such animals on a Lot

shall be established by the Building Committee. All horses and livestock permitted by the Declaration shall be kept in a fenced enclosure behind the front setback of the residence. All animals permitted by the Declaration must be kept on the Owner's Lot; provided, however, that household pets on a leash and accompanied by an Owner or other person are permitted on the Owner's Lot. No animals shall be kept on a Lot until the construction of a single family residence meeting all the requirements herein has been completed on such Lot.

5. Paragraph 2.12 of the Declaration is hereby deleted in its entirety and the following Paragraph 2.12 is substituted therefor:

2.12 Private Water System Fees. Each Lot Owner who owns a Lot adjacent to a water supply main forming a part of a Private Water System shall be required to pay a monthly minimum fee to the owner of the Private Water System whether or not such Lot Owner ties into or uses water supplied by said Private Water System; provided, however, that if such Lot Owner does not tie onto or use water supplied by said Private Water System, such Lot Owner's monthly minimum fee shall be equal to one-half (1/2) of the minimum rate paid by Lot Owners who tie onto or use water supplied by said Private Water System. Notwithstanding the foregoing, the Declarant shall not be required to pay such fee with respect to unimproved Lots owned by Declarant during such time as Declarant owns fifty percent (50%) or more of the platted Lots in the Subdivision, (ii) Declarant pays fifty percent (50%) or more of the annual repair and maintenance expenses of said Private Water System.

6. The following Paragraph 2.13 is hereby added to Article 2 of the Declaration:

2.13 Trash Burning. No burning of any material whatsoever, including, but not limited to, trash, leaves, or debris, shall be permitted on any Lot or Common Area.

7. Paragraph 3.2 of the Declaration is hereby deleted in its entirety and the following Paragraph 3.2 is substituted therefor:

3.2 Membership. Each Lot Owner of record in the Subdivision will automatically become a member of the Homeowners Association. Members (other than Developer) shall be entitled to one vote for each Lot owned in all matters required to be decided by vote of the Members of the Association, including election of the Board of Directors of the Association. During such time as Developer owns fifteen percent (15%) or more of the total number of Lots in the Subdivision, Developer shall be entitled to five (5) votes for each Lot owned by Developer. During such time as Developer owns less than fifteen percent (15%) of the total number of Lots in the Subdivision, Developer shall be entitled to one (1) vote for each Lot owned by Developer. When more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves

determine, but in no event shall more than one vote be cast with respect to any Lot other than Developer owned Lots. Developer shall be deemed to include AmWest Savings Association, its successors and assigns.

8. Subparagraphs (a) and (b) of Paragraph 4.2 of the Declaration are hereby deleted in their entirety and the following subparagraphs (a) and (b) Paragraph 4.2 are substituted therefor:

4.2 Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing by the Building Committee in accordance with the following procedures:

(a) Three (3) sets of preliminary plans and specifications shall be submitted to the Building Committee for preliminary approval, at the address designated by the Building Committee, and shall include the following:

(i) A topographical plot plan showing contour grades and the location of all improvements, structures, walls, patios, driveways, swimming pools, fences and walls.

(ii) Exterior elevations.

(iii) Exterior design, materials, colors, textures and shapes.

(iv) Landscaping plan, including walkways, fences, walls and elevation changes.

(v) Screening, if any, including size, location and method.

(vi) Utility connections.

(b) Following approval in writing of preliminary plans and specifications by the Building Committee, two (2) sets of proposed final plans and specifications shall be submitted to the Building Committee at the address designated by the Building Committee, and shall include, in addition to all items required to be specified in the preliminary plans and specifications, the following items:

(i) A topographical site plan showing existing and finished grades at Lot corners and at corners of proposed improvements. Any Lot drainage provisions shall also be included, together with cut and fill details if any appreciable change in the Lot contour is contemplated.

(ii) Structural design.

(iii) Exterior illumination plans, including location and method.

9. Subparagraph (a) of Paragraph 4.3 of the Declaration is hereby deleted in its entirety and the following subparagraph (a) is substituted therefor:

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot, and all residential structures situated on any Lot shall be constructed of at least 75% brick, brick veneer, rock, rock veneer, stone or stone veneer on the exterior wall area. Detached outbuildings and additions shall be constructed in a style and with materials that correspond to the architectural style and construction of the main residential structure and shall be expressly approved by the Building Committee. No sheet metal, aluminum, or any other type of metal structure shall be constructed. The square footage of all outbuildings on a Lot shall be equal or less than 50% of the square footage of the main residential building.

10. The following subparagraphs (c), (d), (e) and (f) are hereby added to Paragraph 4.3 of the Declaration:

(c) The aggregate square footage of (i) the residential structure, (ii) appurtenances and appendages thereto, and (iii) all outbuildings on a Lot shall not exceed fifty percent (50%) of the square footage of such Lot.

(d) The entrance to a garage may not face the front of the Lot. If a street is adjacent to the side of a Lot, the width of the driveway to the garage from such side street shall not exceed fourteen (14) feet out to the turn radius.

(e) Removal of all construction trash shall be the responsibility of the Owner. During periods of construction on a Lot the Building Committee may require the Owner to provide at Owner's expense a dumpster of a size deemed appropriate by the Building Committee. The Building Committee, upon commencement of construction on a Lot, may require Owner to cause a deposit to be paid to the Association by Owner's contractor in an amount, up to but not to exceed \$500.00, reasonably determined by the Building Committee to equal the cost and expense of removing construction debris from the Lot following such construction. Such deposit shall be held by the Association in an interest-bearing account until such time as the construction on such Lot is completed and the Building Committee has determined that all construction debris in, on or about such Lot has been removed. Upon completion of such construction and delivery by such contractor of written notice to the Building Committee (the "Contractor's Notice") of the

removal of all construction debris from such Lot, the Association shall (i) satisfy itself that all construction debris has been removed from such Lot, and (ii) refund such deposit, together with accrued interest thereon, to Owner's contractor. In the event the Building Committee is not satisfied that all construction debris has been removed from such Lot, the Building Committee within ten days following delivery of the Contractor's Notice shall deliver notice (the "Committee's Notice") to Owner's contractor detailing the remaining debris removal (collectively, the "Remaining Removal Work") required by the Building Committee. Within ten days following such contractor's completion of the Remaining Removal Work the Building Committee shall refund such deposit, together with accrued interest thereon, to Owner's contractor. The Owner shall cause all construction contractors and subcontractors to comply with all applicable governmental laws, rules and regulations and this Declaration.

(f) All television and radio antennae, television satellite dishes and all other television and radio reception installations shall be placed (i) to the rear of the center line of the roof of the residence, (ii) in the rear yard or, (iii) with the prior consent of the Building Committee, in the front or side yard of a lot, and in no event shall such installations rise to a height which exceeds six (6) feet above the roof line.

11. Paragraph 4.4 of the Declaration is hereby deleted in its entirety and the following Paragraph 4.4 is substituted therefor:

4.4 Size of Residences. No residential structure erected on any Lot shall have less than two thousand eight hundred (2,800) square feet of heated livable floor space, exclusive of the area of attached garages, porches, or other appurtenances or appendages. Residential structures shall not be more than two stories in height and shall have a minimum of 1,500 square feet of heated livable floor space on the ground floor.

12. Paragraph 4.5 of the Declaration is hereby deleted in its entirety and the following Paragraph 4.5 is substituted therefor:

4.5 Building Locations and Setbacks. Unless otherwise provided for on the plat, the front building setback shall be a minimum of sixty (60') feet from the front lot line and shall be a maximum of not more than 25% of the total depth of the lot; provided, however, that in all events such front setback shall not be less than the setback of the existing residences located on the same side of the street as such residence. Side building setback shall be minimum of twenty feet (20'). For the purposes of this Subsection 4.5, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach

upon, or overhang on other Lot. If two or more Lots, or fractions thereof, are consolidated into one single building site, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot. All residential structures must face the north or south street which is immediately adjacent to such Lot.

13. Paragraph 4.6 of the Declaration is hereby deleted in its entirety and the following Paragraph 4.6 is substituted therefor:

4.6 (a) No fence, wall or hedge shall be erected on any Lot nearer to any street than the surveyed property line.

(b) Lot perimeter walls or fences constructed on any Lot shall be of ornamental iron, wood, brick, or masonry.

(c) Driveways shall be constructed from the roadway to the garage entrance and such driveways shall be constructed of solid concrete or 4" caliche base with asphalt top or brick.

(d) Solid walls, fences or hedges or such structures through which viewing is obstructed, may be erected or grown from the street to the front building line at a height not to exceed four feet.

It shall be the Owner's responsibility to maintain any walls or fences situated on a Lot so that such improvements remain in an attractive well-kept condition.

14. Paragraph 4.7 of the Declaration is hereby deleted in its entirety and the following Paragraph 4.7 is substituted therefor:

4.7 Minimum Construction Standards and Inspections.

In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provisions of the Southern Building Code as amended and adopted by the City of Midland, Texas (the "Code"). It is the responsibility of the Owner to ensure compliance with the Code and to provide the Building Committee with a final written report in a form furnished by the Building Committee, as may be amended from time to time by the Building Committee, evidencing compliance. During all phases of construction and improvements on any Lot, the Building Committee or its designated representatives may, but is not required, to make periodic inspections for the purpose of determining compliance with the provisions of this Declaration and the Code and shall notify Owners in writing, either through the mail or by notice posted on the Property, of violations discovered during such inspections. Thereafter, construction shall not continue until such violations have been corrected.

Prior to the commencement of construction of the primary residential structure on any Lot, the Owner thereof shall pay to the Building Committee

the amount of \$300 to cover the costs of such inspections and other duties assigned to the Building Committee in connection with the approval of plans. Such amount may be increased or decreased by the Building Committee from time to time as circumstances so warrant.

15. Paragraph 6.1 of the Declaration is hereby deleted in its entirety and the following Paragraph 6.1 is substituted therefor:

6.1 Containers and Tanks. Any tank or storage container used in connection with any residential structure or outbuildings shall be buried in the ground or, if located above ground, shall be completely enclosed or permanently screened from view of any street adjacent to the Lot.

16. The first sentence of Paragraph 7.1 of the Declaration is hereby deleted in its entirety and the following sentence is substituted therefor:

7.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land subject hereto, and shall inure to the benefit of and be enforceable by the Owner(s) of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term ending on December 8, 2012.

17. Paragraph 7.4 of the Declaration is hereby deleted in its entirety and the following Paragraph 7.4 is substituted therefor:

7.4 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which in the sole determination of the Board of Directors of the Association is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Such determination by the Board of Directors shall be final and binding on all interested parties.

18. Paragraph 7.8 of the Declaration is hereby deleted in its entirety and the following Paragraph 7.8 is substituted therefor:

7.8 Dedication of Common Areas. Developer intends to dedicate all Common Areas and the Private Water System currently serving the Property to the Association as soon as practical; provided, however, that Developer may not dedicate the Common Areas or the Private Water System until such time as (i) Developer owns less than fifty percent (50%) of the platted Lots in the Subdivision, or (ii) the amount of fees payable by the Lot Owners pursuant to Paragraph 2.12 hereof equals or exceeds the product of fifty percent (50%) multiplied by the total annual maintenance costs of the Private Water System. Developer covenants that the Common Areas and the Private Water System shall be conveyed without charge to the Association free of any liens or other encumbrances and in working order. Common Areas shall be deemed to include, but are not limited to:

- (a) the landscaped front entry into the Subdivision from County Road 60;
- (b) the ten foot (10') strip identified as Common Area "A," "B," "C," "D," "E," "F," and "G" on the map attached hereto as Exhibit B and made a part hereof for all purposes, which strip runs along the south boundary of Lots 1, 2 and 3 of Block 1, and along the east boundary of all Lots adjacent to Troughbaugh Boulevard;
- (c) the fenced area surrounding water well number 2 in the community water system; and
- (d) water wells number 1 and number 3 as identified on Exhibit B attached hereto.

19. The following Article 8 is hereby added to the Declaration:

ARTICLE 8

Indemnification of Directors and Building Committee Members

8.1 Civil and Criminal Proceedings. The Association shall indemnify any Director thereof or any Building Committee member, who was, or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (whether or not by or in the right of the Association) by reason of the fact that such person is or was a Director of the Association or a member of the Building Committee, against expenses (including but not limited to attorneys' fees and costs of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with or in defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association or the Building Committee. Provided, that with respect to: (1) any criminal action or proceeding, such person has no reasonable cause to believe that his conduct was unlawful; or (2) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of his duties to the Association or the Building Committee. Termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that his conduct was unlawful, or that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or the Building Committee, and such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

Indemnification under the preceding paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person

is proper in the circumstances because he has met the applicable standards of conduct as set forth herein. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such quorum is not obtainable by (a) independent legal counsel in a written opinion, or (b) by majority vote of members of the Association which excludes the vote of any member who is or was party to any such action, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article.

To the extent that a Director of the Association or Building Committee member has been successful in the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by him in connection therewith.

Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director thereof or Building Committee member under any by-law, resolution, agreement or law and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands as against the Association and each Director thereof and Building Committee member. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision of this Article.

The Association shall purchase and maintain insurance on behalf of any person who is or was a Director of the Association or Building Committee member against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article; provided, however, that the Association shall not be required to purchase and maintain such insurance if the Board of Directors, in its discretion, determines that such insurance is unavailable or that the cost of such insurance is unreasonable.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article 8 shall be deemed to obligate the Association to indemnify any Director of the Association or Building Committee member with

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respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration that were assumed or incurred outside of his conduct specifically related to the fulfillment of his duties as a Director of the Association or Building Committee member.

20. Any capitalized term or phrase used in this Amendment shall have the same meaning ascribed to such term or phrase in the Declaration unless expressly otherwise defined in this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above.

LOT NUMBER

OWNERS:

Block	Lots
1	1-3, 5, 7-10, 12, 13
2	1-10, 14, 16, 18-20
3	1-5, 16-19
4	1-5

AMWEST SAVINGS ASSOCIATION

By: *Gregory Decker*
 Name: *Gregory Decker*
 Title: *Vice President*

BLK. 4
8, 9, 10

Pacific Energy Supply Inc

BLK. 3
LOT 15

Robert D Gray

BLK 3 - L+10

J. M. Downing

LOT 13 BLK 2

Stewart E. Brown

LOT 15 Block 2

James H. Brown

Lot 7, Block 4

Marion H. Farmer

Lot 1, Block 4

Robert C. Farmer

LOT 9, BLOCK 3

[Signature]

Lot 6 Block 4

[Signature]

Lot 6 Block 4

[Signature]

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APPROVED BY THE
CITY OF MIDLAND, TEXAS

By: Per Resolution # 303
Name: _____
Title: _____

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EXHIBIT A

Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13;

Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20;

Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20; and,

Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, together with all easements, alleys and common areas within the recorded plat of the Pecan Acres Addition, Midland County, Texas.

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EXHIBIT B

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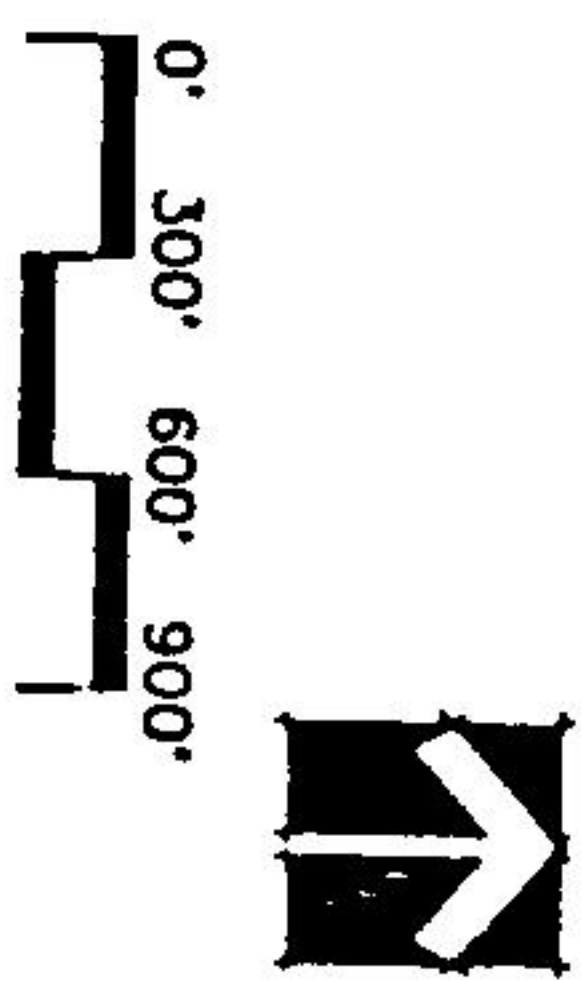
SADDLE CLUB RANCH ESTATES
IPECAN ACRES ADDITION I
645.02 Ac.
MIDLAND, TEXAS

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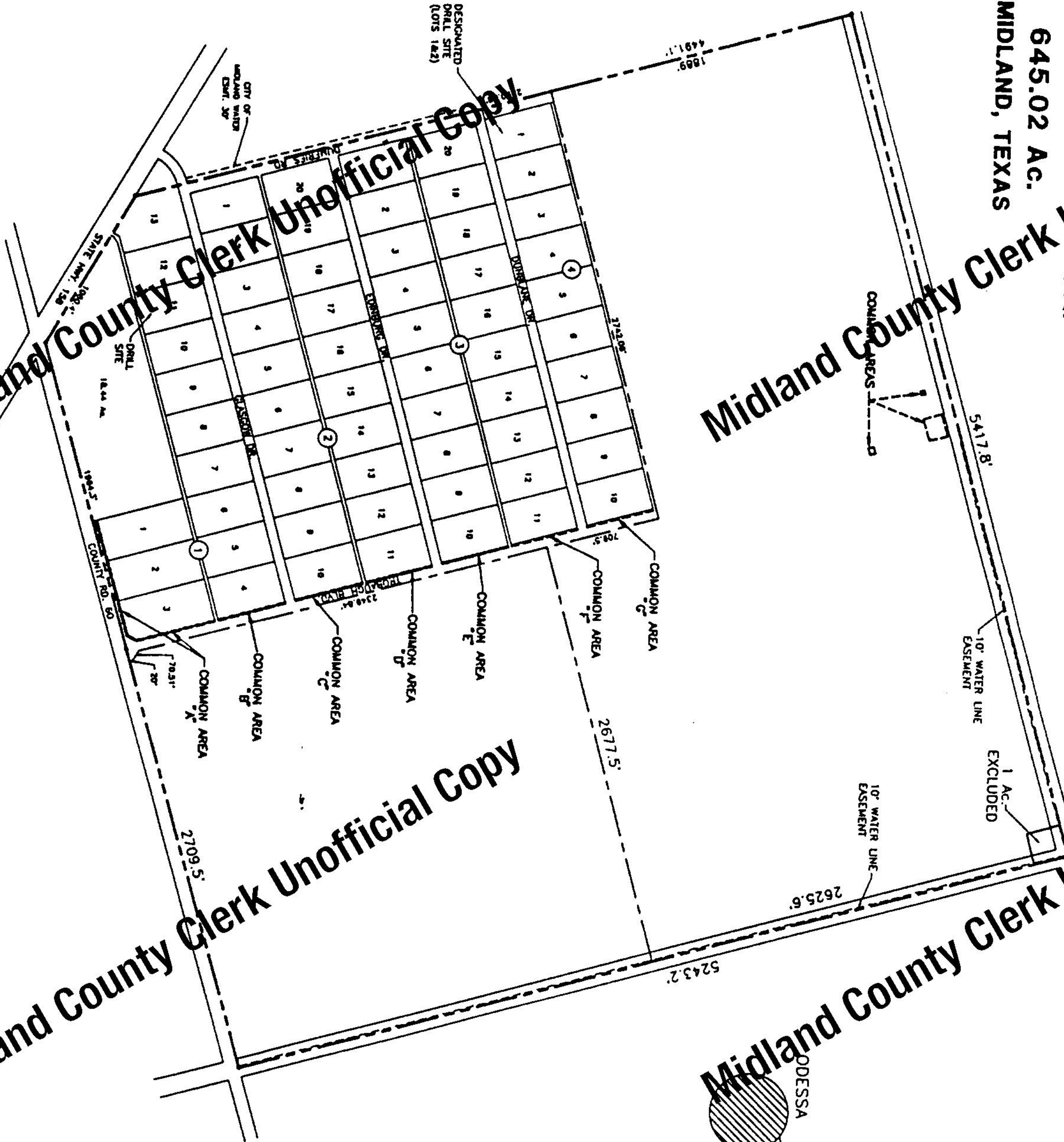
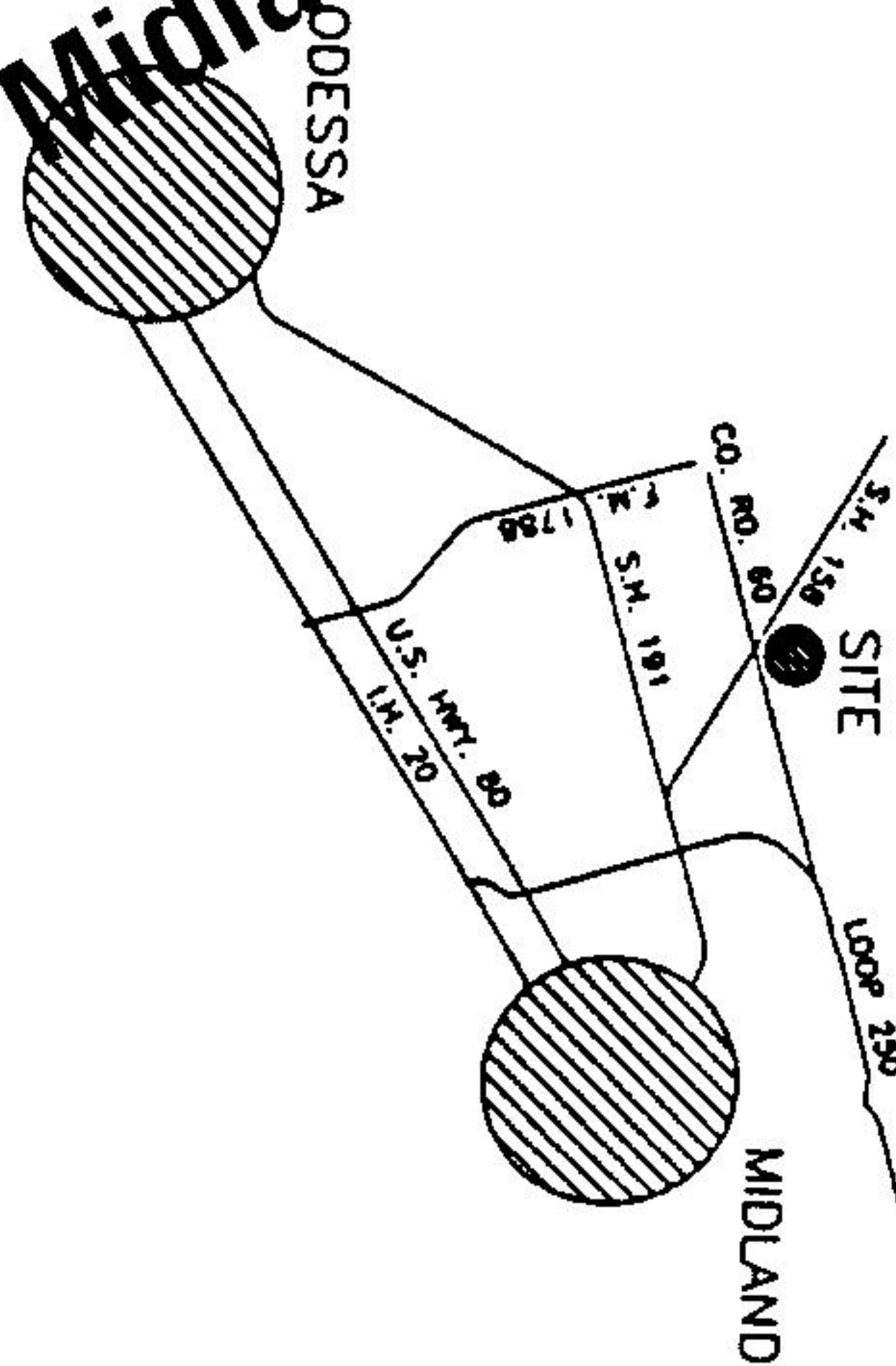
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LOCATION MAP



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ARTICLES OF INCORPORATION
OF
PECAN ACRES ADDITION HOMEOWNER'S ASSOCIATION

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is PECAN ACRES ADDITION HOMEOWNER'S ASSOCIATION.

ARTICLE TWO

NonProfit Corporation

The corporation is a nonprofit corporation.

ARTICLE THREE

Duration

The period of its duration is perpetual.

ARTICLE FOUR

Purposes

The purposes for which the corporation is organized are:

- (1) The primary purposes are as follows: (a) to operate a nonprofit corporation and association consisting of members who are homeowners and lot owners of Pecan Acres Addition, a subdivision of Midland County, Texas, which said association is to organize and operate exclusively for the pleasure, recreation, protection of the residential value of the property, creation of a Building Committee and other nonprofit purposes occurring to said homeowner members, and (b) to maintain and provide for common community facilities and services for the common use and enjoyment of all members of the association.

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(2) The general purposes and powers are to have and exercise all rights and powers conferred in a nonprofit corporation under the laws of the State of Texas, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal and/or real property; provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activity or exercise any powers that are not in furtherance of the primary purposes of the corporation.

(3) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set fourth in paragraph one of this Article Four, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activities for the profit of its members, or to distribute any gains, profits or dividends to its members as such, except on dissolution and winding up.

(4) This corporation is organized pursuant to the Texas Nonprofit Corporation Act and does not contemplate gain or profit to the members thereof and is organized for nonprofit purposes.

ARTICLE FIVE

Initial Registered Office

The street address of the initial registered office of the corporation is 5400 Valley View Trail, Dallas, Texas, 75240, and the name of its initial registered agent at such address is Gregory Oehler.

ARTICLE SIX

Board of Directors

The number of Directors constituting the initial Board of Directors of this corporation are three (3) and they are to hold office until the election of Directors at the first annual meeting of the members of the corporation, and the names and addresses of the initial Directors are:

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Kenneth R. Mitchell
5400 Valley View Trail
Dallas, Texas 75240

Gregory L. Oehler
5400 Valley View Trail
Dallas, Texas 75240

Roger Crawford
#2 Dunblane
Midland, Texas 79707

ARTICLE SEVEN

Incorporator

The name and address of the incorporator is:

Gregory L. Oehler
5400 Valley View Trail
Dallas, Texas 75240

IN WITNESS WHEREOF, I have hereunto set my hand on this the

27th day of April, 1992.

Gregory L. Oehler
Gregory L. Oehler

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STATE OF TEXAS &
COUNTY OF DALLAS &

BEFORE ME, the undersigned authority, on this day personally appeared before me Gregory L. Oehler, who being duly sworn, declared he is the person who signed the foregoing documents as incorporator and the statements contained therein are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 27th day of April, 1992.

Nora R. Lenn
Notary Public, State of Texas
My Commission Expires: 10-01-95



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RESOLUTION NO. 92-303

RESOLUTION APPROVING THE FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PECAN ACRES ADDITION

WHEREAS, on December 8, 1982, the Pecan Acres Homeowners' Association executed a Declaration of Covenants and Restrictions as filed in Volume 720, Page 447, Midland County Deed Records, binding on that certain property identified as the Pecan Acres Addition; and

WHEREAS, said Declaration of Covenants and Restrictions requires any amendments thereto to first be approved by the City Council of Midland, Texas; and

WHEREAS, a majority of homeowners in the Pecan Acres Addition now desire to amend said Declaration of Covenants and Restrictions in accordance with the requirements therein; and

WHEREAS, the City Council finds it to be in the public interest to approve said First Amendment to the Declaration of Covenants and Restrictions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

THAT the First Amendment to the Declaration of Covenants and Restrictions for Pecan Acres Addition, incorporated herein by reference for all legal purposes, is hereby approved, said document being on file in the Office of the City Secretary and referenced by number and date of passage of this resolution.

On motion of Council member Sipes, seconded by Council member Devenport, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 27th day of October, A.D., 1992 by the following vote:

Council members voting "AYE": Sipes, Devenport, Cuevas,
Morrison, Faircloth, Egan
and Brooks

Council members voting "NAY": None



J. D. Faircloth, Mayor

ATTEST:

[Signature]
B. C. Clanton, City Secretary

RECOMMENDED AND APPROVED:

Fred W. Poe
Fred W. Poe, City Manager

Troy A. Gifford
Troy A. Gifford, Director of Finance

APPROVED AS TO FORM:

Keith Stretcher
Keith Stretcher, City Attorney

RESUBJECT ACRES. AMND

Filed for Record on the 1 day of December A.D. 1992 at 3:30 o'clock P.M.
Duly Recorded on the 1 day of December A.D. 1992 at 3:30 o'clock P.M.
INSTRUMENT NO. 21296

ROSENELLE CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS
By Abby Idrick, Deputy

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