

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

**FIRST AMENDMENT TO  
RESTRICTIONS  
*for*  
HUNTER CROSSING ESTATES, PHASE ONE**

THE STATE OF TEXAS                               §  
  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZOS                             §

WHEREAS, the OCC CONSTRUCTION CORPORATION, A Texas corporation ("Developer"), executing this amendment, represents at least two-thirds (2/3rds) of the voting rights (Per Paragraph 2.03 B) of the Lots in **HUNTER CROSSING ESTATES, PHASE ONE** ("SUBDIVISION"), a Brazos County Subdivision according to plat recorded in Volume **17291**, Page **250**, Deed Records of Brazos County, Texas; and

WHEREAS, Developer, executed that certain instrument entitled "**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF HUNTER CROSSING ESTATES PHASE ONE**" ("**Restrictions**"), recorded in Volume **17324**, Page **200** of the Official Records of **BRAZOS** County, Texas; and

WHEREAS, the Developer has determined that it is in the best interest of **HUNTER CROSSING ESTATES, PHASE ONE** to amend the **RESTRICTIONS** pursuant to the requirements of the **RESTRICTIONS** which provide that the **RESTRICTIONS** may be amended by the written consent of **OWNERS** of two-thirds (2/3rds) of the Lots in **HUNTER CROSSING ESTATES, PHASE ONE**, and said instrument must be filed of record in the Official Records of Brazos County, Texas; and

WHEREAS, the Developer voting rights exceeds more than two-thirds (2/3rds) of the Lots in **HUNTER CROSSING ESTATES, PHASE ONE**.

NOW, THEREFORE, the undersigned the Developer acting in the best interest of the **HUNTER CROSSING ESTATES, PHASE ONE** hereby amends the restrictions as follows:

**ARTICLE IV A(1)** shall be amended to read as follow: To ensure consistency of design, appearances, and materials all "Fences Fronting"(as further defined below) must conform to the following standards: (1) the style "Post and Three Rail", with posts eight feet (8') apart on center, (2) constructed of either wood or polyvinyl, (3) a minimum/maximum height of 51-53 inches, a minimum/maximum rail width of 5-6 inches, and (4) all fences must be aligned with any contiguous neighbor's fencing (if such exist) and placed "on" the property line parallel and contiguous to the aforementioned streets. If OCC CONSTRUCTION CORPORATION installs the "Post and Three Rail" fence on any Lot, then such fence shall be conveyed with associated ownership and maintenance responsibilities to each respective property owner. The term "Fences Fronting" shall mean fences that adjoin, abut or separate a parcel or Lot from a public street. An owner is not required to construct a fence on the street but in the event they elect to do so, such fence shall meet the four standards as set out above for "Fences Fronting". All side and back facing fences shall be limited to 53 inches in height. No chain fences shall be allowed.

**ARTICLE IV A(15)** shall be added: LANDSCAPING: MAINTENANCE. Construction of each and every residential Dwelling Unit on a Lot shall include the installation and placement of appropriate landscaping. Each Owner shall jointly have the duty and responsibility, at their sole cost and expense, to keep and maintain the Lot, and all improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include (without limitation):

1. The proper seeding, consistent watering and mowing of all lawns
2. The pruning and cutting of all trees and shrubbery;
3. Prompt removal of all litter, trash, refuse and waste;
4. Watering of all landscape;
5. Keeping exterior lighting and mechanical facilities in working order;
6. Keeping lawn and garden areas alive, free of weeds and attractive;
7. Keeping driveways in good repair and condition;
8. Promptly repairing any exterior damage; complying with all governmental health and police requirements;
9. No vegetable gardens shall be permitted to be planted between the road and the dwelling constructed on the property;

all in a manner and with such frequency as is consistent with aesthetics, safety and good property management. The ASSOCIATION and its agents, during normal business hours, shall have the right (after five (5) days written notice to the OWNER of any LOT involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the OWNER), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the ASSOCIATION upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the LOT affected subject to the requirements of Chapter 209, Texas Property Code. The ASSOCIATION, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the OWNER, any hedge, tree or any other planting that, in the written opinion of the ASSOCIATION, by reason of its location on the LOTS, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining LOTS, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the Payment and Performance Lien for assessment set forth in these Covenants. OWNER must landscape around the house in a mannerly fashion. If a lot is not in compliance with this regulation, **Developer** or the association may mow the premises and/or remove any trash, rubbish or debris and bill the lot owner for the cost thereof. Said bill will be deemed additional Assessments and failure to pay such bill shall be governed by CCR's and Rules and Regulations of the Architectural Committees and /or Association.

**ARTICLE IV A(16)** shall be added: MAILBOX. The United States Postal System requires cluster box mailboxes, and as such individual mailboxes shall not be permitted on any lots.

**ARTICLE IV A(17)** No eighteen (18)-wheel tractor-trailer trucks shall be allowed to park in the SUBDIVISION or on any Lot.

**ARTICLE IV B(7)** shall be added: REGISTERED SEX OFFENDERS. No Lot shall be occupied in whole or in part by any person who is a registered sex offender on the Texas Public Sex Offender Registry, or any similar registry in another state.

**ARTICLE IV B(8)** shall be added: RAIN BARRELS

- (1) Prohibited Rainwater Harvesting Systems/Rain Barrels

Rainwater harvesting systems or rain barrels (collectively referred herein as "Rain Barrels") are prohibited in the following circumstances:

- (a) Rain Barrels that are located between the front of the owner's home and an adjoining or adjacent street;
- (b) Rain Barrels that are of a color not consistent with the color scheme of the home; and
- (c) Rain Barrels that display language or content other than the manufacturer's typical display.

(2) Rain Barrels Located in Area Visible from a Street, or Common Area:

Rain Barrels that are located on the side of a house or at any other location that is visible from a street, another lot, or a common area must comply with the following:

- (a) Rain Barrels must have adequate screening, as determined by the ARC;
- (b) Only commercial and professional grade Rain Barrels are permitted;
- (c) All Rain Barrels must be fully enclosed and have a proper screen or filter to prevent mosquito breeding and harboring; and
- (d) Rain Barrels may not create unsanitary conditions or be of nuisance to any neighboring properties.


**ARTICLE IV B(8)** shall be added: TRASHCANS. Trash cans must be removed from the street within 24 hours of trash pickup.

**ARTICLE IV B(9)** shall be added: SEASONAL DECORATIONS. All seasonal decorations must be removed from house and yard within 30 days after the date of the holiday represented by said decorations.

IN WITNESS WHEREOF, the undersigned, being the OWNERS and OWNERS of at least TWO-THIRDS (2/3rds) of the VOTING RIGHTS of Lots in the **HUNTER CROSSING ESTATES, PHASE ONE** subject to the terms of the RESTRICTIONS have executed this instrument to be effective upon filing of record in the Official Records of Brazos County, Texas.

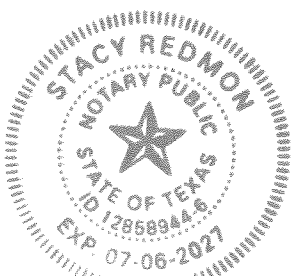
**DATED:** 3/21, 2024

OCC CONSTRUCTION CORPORATION,  
A Texas Corporation  
BY:

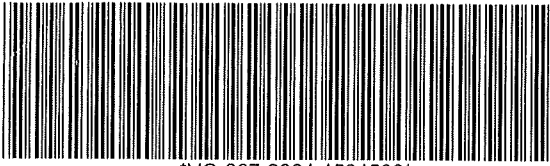
  
\_\_\_\_\_  
Alton E. Ofczarzak II, President

THE STATE OF TEXAS           §  
  
COUNTY OF BRAZOS           §

This instrument was acknowledged before me on the 21 day of MARCH, 2024, by **ALTON E. OFCZARZAK II, PRESIDENT** of **OCC CONSTRUCTION CORPORATION, A TEXAS CORPORATION**, on behalf of said Corporation, in the capacity therein stated.



  
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NOTARY PUBLIC, STATE OF TEXAS



\*VG-267-2024-1524588\*

Brazos County  
Karen McQueen  
County Clerk

Instrument Number: 1524588

Volume : 19111

Real Property Recordings

Recorded On: March 22, 2024 09:25 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$33.00

\*\*\*\*\* 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: 1524588  
Receipt Number: 20240322000016  
Recorded Date/Time: March 22, 2024 09:25 AM  
User: Patrick S  
Station: CCLERK07

**Record and Return To:**

OCC CONSTRUCTION CORPORATION  
4060 HWY 6 SOUTH  
  
COLLEGE STATION TX 77845



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX