

AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES,
SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS

Oak Creek Addition

This instrument is an Amendment (the “**Amendment**”) to that certain Declaration (the “**Declaration**”) dated October 22, 2015 by Tyler Oak Creek Development, LLC, a Texas limited liability company (the “**Declarant**”) and recorded under Clerk’s File No. 20150100050346 in the Official Public Records of Smith County, Texas.

This Amendment is being executed by the Declarant and by Tennis and Athletic Club of Tyler, LLC, a Texas limited liability company, the owner of the 10.00 tract or parcel of land described on Exhibit “B” of the Declaration and is made and executed pursuant to and in accordance with the provisions of Section 11.02 of the Declaration.

Amendment to Section 1.01 of the Declaration

Section 1.01 of the Declaration is hereby amended by changing the reference to Exhibit “B” in Section 1.01 to Exhibit “C.”

Amendment to Section 3.03 of the Declaration

Section 3.03 of the Declaration is hereby amended by deleting Section 3.03 in its entirety and replacing Section 3.03 with the following, to-wit:

3.03 **Construction and Other Approval Requests.** All requests for approval of any of the items set forth in this Article III shall initially be submitted in writing to the **Architectural Control Committee, Oak Creek Addition, at 2082 Three Lakes Parkway, Suite 200, Tyler, Texas 75703**, or at such other address as may from time to time be designated by the Architectural Control Committee, and such request for approval shall be accompanied by complete and specific plans and specifications showing the nature, kind, shape, elevations, height, materials, color, location, landscaping, and other material attributes of the Dwelling Unit and other Permanent Improvements, additions, changes, alterations or excavation of a Lot or any part thereof. The Architectural Control Committee shall have no duty to exercise the power of approval or disapproval hereby reserved. The Architectural Control Committee shall have the power and authority to charge an application fee to be submitted with all requests for approval of any and all items as required in this Article III.

Amendment to Exhibit “C” of the Declaration - Definitions

The Definitions for the Declaration set forth on Exhibit “C” thereto are hereby amended to add the following new definition, to-wit:

- U. “**Unit 1**” shall mean each and all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 of the Oak Creek Addition, Unit 1, as shown on the Plat thereof recorded in Cabinet E, Slide 339-B of the Plat Records of Smith County, Texas, together with any Lots which may, from time to time, result from the resubdivision, replatting, amendment, correction, combination or division of any of the Lots in Unit 1 as may be shown upon an Amending Replat or Replats of Unit 1 hereafter filed for record in the Plat Records of Smith County, Texas.

Amendment to Section 4.30 of the Declaration

Section 4.30 of the Declaration is amended to read as follows, to-wit:

4.30 **Minimum Floor Space.** Each Dwelling Unit in Unit 1 shall contain a minimum of two thousand two hundred (2,200) square feet of air-conditioned floor area, exclusive of all porches, garages, patios or breezeways.

Amendment of Section 9.07(B) of the Declaration

Section 9.07(B) of the Declaration is hereby amended by deleting Section 9.07(B) in its entirety and replacing Section 9.07(B) with the following, to-wit:

B. The Initiation Fee shall be initially established and thereafter changed from time to time by the owner of the 10.00 acre tract or parcel described on Exhibit "B." The Initiation Fee shall be waived for (i) the contractor of a new home on a Lot and (ii) for the initial, non-builder purchaser only of a residential Lot. Each subsequent owner of a Lot shall be required to pay only the Club's lowest non-resident membership initiation fee in effect at the time of the conveyance of the Lot, such initiation fee not to exceed \$300.00 in the year 2016 plus an annual increase in each year thereafter of an amount not to exceed the greater of (i) five percent (5.0%) per year or (ii) the increase in the Consumer Price Index, All Urban Consumers - South Region with January 1, 2016 as the base period. This restriction limitation regarding the owner's right to increase the Initiation Fee shall automatically and without notice terminate on the expiration of the 15-Year Term defined in Paragraph 9.07(G), below.

Amendment to Section 9.07(F) of the Declaration

Section 9.07(F) of the Declaration is hereby amended by deleting Section 9.07(F) in its entirety and replacing Section 9.07(F) with the following, to-wit:

F. Notwithstanding anything to the contrary set forth in this Paragraph 9.07, the Club Assessment will be waived in its entirety for the first five (5) Lots sold to non-builder owners of Lots in Unit 1, provided that the waiver/reduction shall apply only to the original, non-builder owner of a Lot in Unit 1 and all subsequent owners of such Unit 1 Lots shall be required to pay the resident initiation fees and Club Assessments then in effect.

Amendment to Section 9.07(G) of the Declaration

Section 9.07(G) of the Declaration is hereby amended by deleting Section 9.07(G) in its entirety and replacing Section 9.07(G) with the following, to-wit:


G. Beginning on the date that this Declaration is recorded in the Official Public Records of Smith County, Texas and continuing for a period of fifteen (15) years thereafter (the "15-Year Term"), the 10.00 acre tract or parcel described in Exhibit "B" shall be used for the sole purposes of a tennis and athletic facility and for no other purposes, provided, however, that once the tennis and athletic facility has been finally completed on said 10.00 acre tract or parcel according to the plans and specifications that have been approved in writing by Seller, the owner of said 10.00 acre tract or parcel may use any portion of said 10.00 acre tract or parcel that is not a part of the original tennis and athletic facility proper for any residential purpose(s). The tennis and athletic shall include at least the following: (i) a 10,000 square foot clubhouse with lobby, pro shop, group fitness area, cardio and strength training areas, men's and women's locker rooms, and a kid's area, (ii) outdoor recreational areas including twelve (12) lighted tennis courts, a junior Olympic swimming pool with lap lanes, a Kids pool and Splash Zone, and picnic and gathering areas. Following the expiration of the 15-Year Term, the owner of the 10.00 acre tract or parcel shall have the right to make any use of the 10.00 acre tract or parcel that is permitted by or otherwise in compliance with the then current zoning and land use codes or ordinances of the City of Tyler, Texas or other governmental unit having jurisdiction over the 10.00 acre tract or parcel.

SIGNED on May 31, 2017.

TYLER OAK CREEK DEVELOPMENT, LLC
a Texas limited liability company

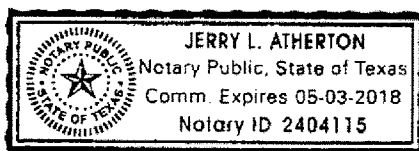
TENNIS AND ATHLETIC CLUB OF TYLER, LLC
a Texas limited liability company

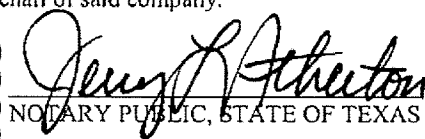
BY: 
STEVEN F. THORNTON, Manager

BY: 

STATE OF TEXAS
COUNTY OF SMITH

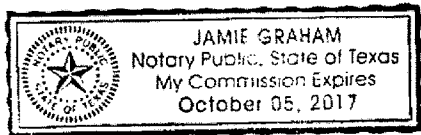
This instrument was acknowledged before me on May 31, 2017 by Steven F. Thornton, Manager of Tyler Oak Creek Development, LLC, a Texas limited liability company, on behalf of said company.




NOTARY PUBLIC, STATE OF TEXAS

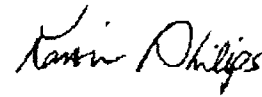
STATE OF TEXAS
COUNTY OF COMAL

This instrument was acknowledged before me on June 2nd, 2017 by Don Anderson, the Manager of Tennis and Athletic Club of Tyler, LLC, a Texas limited liability company, on behalf of said company.




NOTARY PUBLIC, STATE OF TEXAS

Filed for Record in
Smith County, Texas
10/04/2017 11:27:21 AM
Fee: \$34.00
20170100040878
RESTRICTION
Deputy -Brenda Calhoun
I hereby certify that this instrument was
filed and duly recorded in the Official
Public Records of Smith County, Texas


Karen Phillips
County Clerk

