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**THIRD AMENDMENT TO  
DECLARATION OF  
CREEKSIDE PROFESSIONAL PLAZA 2,  
A CONDOMINIUM**

Cross Reference to Declaration of Creekside Professional Plaza 2, a Condominium, recorded under Document No. 201706013973, Official Public Records of Comal County, Texas, to First Amendment to Declaration of Creekside Professional Plaza 2, a Condominium, recorded under Document No. 201706018772, Official Public Records of Comal County, Texas, to Second Amendment to Declaration of Creekside Professional Plaza 2, a Condominium, recorded under Document No. 201806005005, Official Public Records of Comal County, Texas, and to Declaration of Annexation recorded under Document No. 201806020018, Official Public Records of Comal County, Texas.

**THIRD AMENDMENT TO DECLARATION OF  
CREEKSIDE PROFESSIONAL PLAZA 2,  
A CONDOMINIUM**

This Third Amendment to Declaration of Creekside Professional Plaza 2, a Condominium (this "Amendment") is made by DUSTY HILLS, A TEXAS LIMITED LIABILITY COMPANY (the "Declarant"), and is as follows:

**RECITALS:**

- A. Creekside Professional Plaza 2, a condominium, is a condominium project (Regime) located in New Braunfels, Comal County, Texas. The Regime was established pursuant to that certain Declaration of Creekside Professional Plaza 2, a Condominium recorded under Document No. 201706013973 in the Official Public Records of Comal County, Texas (the "Original Declaration").
- B. The Original Declaration was amended by the First Amendment to Declaration of Creekside Professional Plaza 2, a Condominium, recorded under Document No. 201706018772, Official Public Records of Comal County, Texas (the "First Amendment") and by Second Amendment to Declaration of Creekside Professional Plaza 2, a Condominium, recorded under Document No. 201806005005, Official Public Records of Comal County, Texas (the "Second Amendment").
- C. The Original Declaration was further amended by the Declaration of Annexation recorded under Document No. 201806020018, Official Public Records of Comal County, Texas (the "Declaration of Annexation").
- D. Declarant retains control of the Owners Association of Creekside Professional Plaza 2, a Texas non-profit corporation established pursuant to the Declaration and the Act to administer the Regime (the "Association") as provided in Exhibit "B" attached to the Declaration. Declarant has also reserved the right to amend the Declaration in the exercise of certain development rights as provided in Exhibit "B" attached to the Declaration.
- E. Declarant now desires to amend the Declaration as provided in the following paragraphs.
  - 1. *Amendment to Section 10.1(a)*. Section 10.1(a) of the Declaration is hereby deleted in its entirety and restated as follows:

10.1(a) *Non-Residential Use*. No part of the Project may be used for residential purposes as defined in TUCA. All Units on the Property described on Exhibit "A-1" attached to the Declaration

of Annexation must be used only for office purposes. All Units on any other property which may be annexed to the Property during the Development Period may be used only for office, retail or restaurant purposes as may be set out in the declaration(s) of annexation for such properties. All Units in the Project must be used and occupied commensurate with the upscale character of the Regime by the Owner and tenants.

2. **Declarant Rights.** Sections B.2.1, B.2.2 and B.2.3 of the Declaration are hereby deleted, and are amended and restated in their entirety as follows:

B.2.1 **Duration.** The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of: (i) eight years after the date of recording this Declaration; (ii) within 120 days after 75% of the Units have been conveyed to Owners other than Declarant; or (iii) when, in the sole opinion of Declarant, the Association is viable, self-supporting and operational.

B.2.2 **Officers and Directors.** During the Declarant Control Period, the Board may consist of three persons. Declarant may appoint, remove and replace any officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a “leader”, subject to the following limitation: within 120 days after 50% of the Units have been conveyed to Owners other than Declarant, at least one-third of the Board must be elected by Owners other than Declarant.

B.2.3 **Organizational Meeting.** Before the end of the Declarant Control Period or within 120 days after 75% of the Units have been conveyed to Owners other than Declarant, the Owners will elect directors to the Board at an organizational meeting of the Members of the Association. Declarant or the Association will give written notice of the organizational meeting to an Owner of each Unit at least ten days before the meeting. For the organizational meeting, Owners of 10% of the Units will constitute a quorum. The Board elected at the organizational meeting will elect the officers of the Association not later than 30 days after the end of the Declarant Control Period.

3. **Plans.** The Plans for Lot 19C presently attached to the Declaration of Annexation as Exhibit “D-1” are hereby deleted in their entirety, and Exhibit “D-1” attached hereto is substituted in its place.
4. **Allocated Interests.** The Schedule of Allocated Interests for the Regime presently attached to the Declaration of Annexation as Exhibit “E-1” is hereby deleted in its entirety and Exhibit “E-1” attached hereto is substituted in its place.
5. **Miscellaneous.** The Original Declaration, as amended by the First Amendment, the Second Amendment and the Declaration of Annexation is herein referred to as “the Declaration”. Any

capitalized terms used and not otherwise defined herein have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of this 25 day of October, 2018.

**Declarant:**

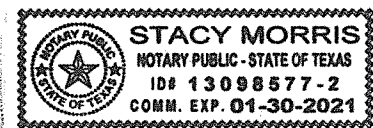
DUSTY HILLS, A TEXAS LIMITED LIABILITY COMPANY

By: [Signature]  
Dustin Seidel, Managing Member

By: [Signature]  
Jennifer Seidel, Managing Member

THE STATE OF TEXAS       §  
COUNTY OF COMAL       §

This instrument was acknowledged before me on October 25, 2018, by DUSTIN SEIDEL, Managing Member of DUSTY HILLS, A TEXAS LIMITED LIABILITY COMPANY, on behalf of same and in the capacity herein stated.



[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
COUNTY OF COMAL       §

This instrument was acknowledged before me on October 25, 2018, by JENNIFER SEIDEL, Managing Member of DUSTY HILLS, A TEXAS LIMITED LIABILITY COMPANY, on behalf of same and in the capacity herein stated.



[Signature]  
Notary Public, State of Texas

## **EXHIBIT "D-1"**

The Plans of Lot 19C of the Project follow on the next two pages consisting of the Architect's Certificate and the plans prepared by Aaron J. Clark of Open studio architecture, PLLC.

## Architect's Certificate

The undersigned Architect hereby certifies that I have prepared the attached Plans, consisting of sheet 1 and that:

- A. **Items Depicted.** For the specific use of this project, the Plans depict among other matters the following:
1. These Plans are intended to document that portion of "Creekside Professional Plaza 2, a Condominium", described as Lot 19C, Creekside Wellness Center Subdivision, in the City of New Braunfels, Comal County, Texas, prepared for the purpose of compliance with §82.059 of the Texas Uniform Condominium Act of the Texas Property Code.
  2. All dimensions shown on the Plans represent the distance between the exterior face surface of exterior outside walls of each unit to the interior face surface of the sheetrock material at the party wall dividing the units. For the purposes of this description of interior space, the off-set distances at doors and windows were not considered.
  3. The dimensions in each Unit represent a finding at a general condition which is then used as a constant and do not represent an exhaustive effort to verify the same condition at multiple locations.
  4. Interior walls and partitions within each Unit have not been shown on the Plans.
  5. Each Unit is independent such that no unit has another unit above or below.
- B. **Plan Criteria.** The attached Plans contain the following information required to be shown on condominium plan under §82.059(d) of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code. These dimensions, the General Notes shown on the attached plans and General Notes 1 through 5 above are to the best of my knowledge accurate as represented.
1. The location and dimensions of the vertical boundaries of each unit, and the unit's identifying number;
  2. The horizontal unit boundaries, with reference to established data, and the unit's identifying number; and
  3. Any units, appropriately identified, in which the declarant has reserved the right to create additional units or common elements.

Dated: October 16, 2018.

Open studio architecture, PLLC

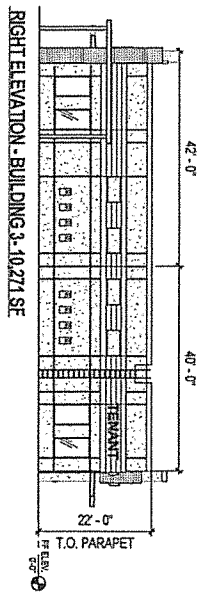
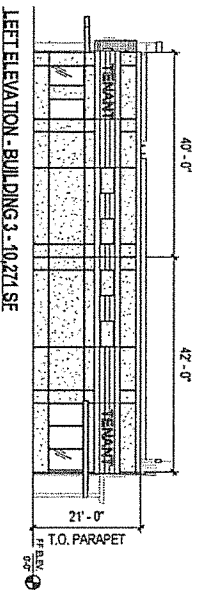
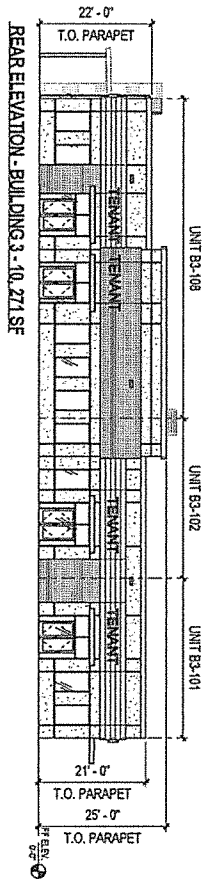
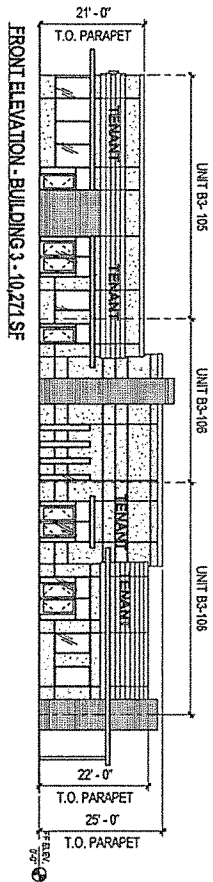
By: 

Name: Aaron J. Clark, RA

Title: Partner

Address:

1285 Industrial Street, Suite 105  
New Braunfels, Texas 78130  
Telephone: 830.627.1390  
Email: [aaron@openstudio-usa.com](mailto:aaron@openstudio-usa.com)

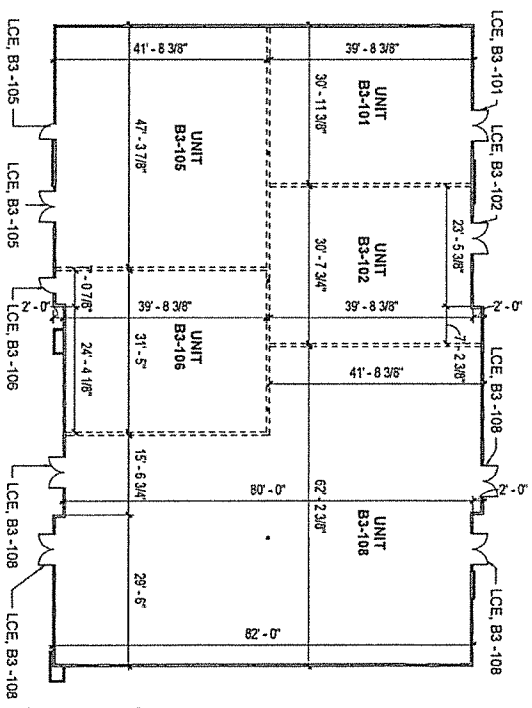


**GENERAL NOTES:**

1. THESE PLANS ARE INTENDED TO SERVE AS A PLAN OF THE CREEKSIDE PROFESSIONAL PLAZA 2, LOT 190 TO BE LOCATED AT 625 CENTRAL PKWY, NEW BRAUNFELS, TEXAS.
2. ALL DIMENSIONS SHOWN ON THE PLANS REPRESENT THE TO-BE-BUILT DISTANCE BETWEEN THE INTERIOR FACE SURFACE OF THE SHEETROCK MATERIAL AT EACH UNIT'S OUTSIDE WALL CONDITION.
3. THE TO-BE-BUILT DIMENSIONS REPRESENT A GENERAL CONDITION WHICH IS TO BE USED AS A CONSTANT AT MULTIPLE LOCATIONS.
4. INTERIOR WALLS AND PARTITIONS WITHIN EACH UNIT HAVE NOT BEEN SHOWN ON THE PLANS.
5. DOORS ARE LIMITED COMMON ELEMENTS ("L.C.E.") ALLOCATED EXCLUSIVELY TO UNITS.
6. THE CONFIGURATION OF THESE DRAWINGS IS BASED UPON THE CONSTRUCTION DOCUMENTS PREPARED BY OPEN STUDIO ARCHITECTURE AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS AND MEASUREMENTS.
7. PARTY WALLS ARE CONSIDERED AS COMMON ELEMENTS. THE DEPTH OF PARTY WALLS AND EXTERIOR PERIMETER WALLS HAVE NOT BEEN NOTED.

**FLOOR PLAN - BUILDING 3**

LEGEND: L.C.E. - LIMITED COMMON ELEMENT



- NOTES:**
1. UNIT B3-101 - 1,260 SQUARE FEET (APPROXIMATELY)
  2. UNIT B3-102 - 1,265 SQUARE FEET (APPROXIMATELY)
  3. UNIT B3-105 - 2,000 SQUARE FEET (APPROXIMATELY)
  4. UNIT B3-106 - 1,306 SQUARE FEET (APPROXIMATELY)
  5. UNIT B3-108 - 4,450 SQUARE FEET (APPROXIMATELY)
  6. VERTICAL BOUNDARIES OF UNIT B3-101 THRU 108 RANGE FROM FLOOR TO UNDERSIDE OF ROOF JOISTS - 14'-9" LOW TO 16'-3 3/4" HIGH

LOT 19C  
**CREEKSIDE PROFESSIONAL PLAZA 2**  
 10,271 SF SHELL BUILDING 3  
 625 CENTRAL PKWY  
 NEW BRAUNFELS, TEXAS 78130

**Open studio architecture**  
 1255 Industrial St.  
 Ste. 106  
 New Braunfels, Texas 78130  
 www.opensstudio-arch.com

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Project #: 1234  
 Date: 12.12.20  
 Drawn by: J.S.K.  
 Checked by: J.S.K.  
 Design title: O.S.A.  
 Building: 3  
 Drawing number: 1 OF 1

**EXHIBIT "E-1"**

**Schedule of Allocated Interests**

<b>Building</b>	<b>Unit</b>	<b>Allocated Interest in Common Elements and the Common Expense Liability</b>	<b>Votes</b>
1	B1-101	11.29 %	11.29
1	B1-102	11.29 %	11.29
2	B2-101	7.8 %	7.80
2	B2-102	7.7 %	7.70
2	B2-103	7.77 %	7.77
2	B2-104	7.75 %	7.75
3	B3-101	5.65 %	5.65
3	B3-102	5.71 %	5.71
3	B3-105	9.04 %	9.04
3	B3-106	5.90 %	5.90
3	B3-108	20.1 %	20.10

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
10/25/2018 12:59:07 PM  
CHRISTY 8 Page(s)  
201806041789



*Bobbie Koepf*