

Smith County  
Judy Carnes  
County Clerk  
Tyler Tx 75702



70 2010 00036266

Instrument Number: 2010-R00036266

As

Recorded On: July 27, 2010

Recordings - Land

Parties: WERNER-TAYLOR LAND &amp; DEVELOPMENT LP ETAL

Billable Pages: 4

To CROSSING THE

Number of Pages: 5

## Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings - Land	28.00
<b>Total Recording:</b>	<b>28.00</b>

**\*\*\*\*\* DO NOT REMOVE. 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: 2010-R00036266  
Receipt Number: 551619  
Recorded Date/Time: July 27, 2010 04:19:23P  
User / Station: C Aparicio - Cash Station 1

**Record and Return To:**

MR. MICHAEL WERNER, PRESIDENT  
WERNER-TAYLOR LAND & DEVELOPMENT LP  
1397 DOMINION PLAZA, SUITE 120  
TYLER TX 75703



I hereby certify that this instrument was filed and duly recorded  
in the Official Records of Smith County, Texas

*Judy Carnes*

County Clerk  
Smith County, Texas

4

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

**THE CROSSING**  
**A MASTER PLANNED COMMUNITY**

STATE OF TEXAS           §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH       §

WHEREAS,

**WERNER-TAYLOR LAND & DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP;**

**LARRY J. TAYLOR AND WIFE, SANDRA C. TAYLOR;  
AND**

**WERNER, TAYLOR, AND WERNER, LLC,  
A TEXAS LIMITED LIABILITY COMPANY,**

collectively "Declarant" in that certain instrument entitled, "DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS, AND EASEMENTS FOR THE CROSSING, A MASTER PLANNED COMMUNITY filed of record as Instrument Number 2007-R00022343 of the Official Public Records of Smith County, Texas ("referred to herein as the "Declaration"), which Declaration imposed covenants, conditions, restrictions, easements, charges, and liens on that certain property more particularly described on Exhibit "A" to said Declaration; and

WHEREAS, Section 6.02 of the Declaration provides the manner in which the Declaration may be amended, i.e., "Until the later of (i) the date on which the Developer shall have initially sold all of the Land, such sales being evidenced by the recording of a Deed from the Developer to the initial buyer of a Lot or other portion or parcel of the Land, or (ii) December 31, 2011....," and

WHEREAS, Werner-Taylor Land and Development, L.P., defined as the "Developer," in the Declaration, has the authority and right to amend the Declaration:

NOW THEREFORE, undersigned Developer does hereby amend the Declaration as follows

CTC # 6101916

#### ARTICLE 1.

The definition of "**Master Common Area Property**" in the Declaration made reference to an attached Exhibit "B," which Exhibit "B," through inadvertence, was not attached to the Declaration. Said **EXHIBIT "B"** is attached to this Amendment and made a part hereof for all purposes.

#### ARTICLE 2.

The definition of "**Master Common Area Property**" is hereby amended to read as follows:

"Master Common Area Property" shall mean that portion of the Land that shall be owned by the Master Association for the benefit of all of the Owners of the Land, and more particularly depicted on attached **EXHIBIT "B."** Specifically, the Master Common Area Property coming within this definition shall mean that portion of the Land anticipated to be enjoyed by all of the Owners of the Land as opposed to common areas within each specific subdivision in THE CROSSING, including, but not limited to, all of the landscaped entrances into the development, the three lakes and their banks, the circle median at Crosswater Avenue, the park, and any landscaped areas along Crossland Boulevard, Crosswater Avenue, Three Lakes Parkway, or Northlake Pass as shown on **EXHIBIT "B."**

#### ARTICLE 3.

Article 6.02 of the Declaration, "**Amendments,**" is hereby amended to read as follows:

Until the later of (i) the date on which the Developer shall have initially sold all of the Land, such sales being evidenced by the recording of a Deed from the Developer to the initial buyer of a Lot or other portion or parcel of the Land, or (ii) until December 31, 2012, excluding any changes to permitted uses, and excluding any amendments that would materially reduce the rights of any Owner, or materially increase the burdens on any Owner, under this Declaration, the Developer shall have the right to unilaterally change or amend this Declaration at any time, in any manner, and for any reason or purpose as determined at the sole discretion of the Developer. After all of the Land has been initially sold by Developer, this Declaration may be amended or changed in whole or in part at any time only by the affirmative vote of the then Owners of at least seventy-five percent (75%) of the Lots (each Owner having one vote per Lot owned which shall be exercised collectively by any multiple owners of interests in any one Lot as they may among themselves determine) casting their votes to amend or change this Declaration at a special meeting of the Owners called pursuant to Section 6.03.

The amendments 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 herein are hereby ratified and confirmed in each and every particular, and shall continue in force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this instrument to be effective upon filing of record in the Official Public Records of Smith County, Texas.

**WERNER-TAYLOR LAND & DEVELOPMENT,  
L.P., A TEXAS LIMITED PARTNERSHIP**

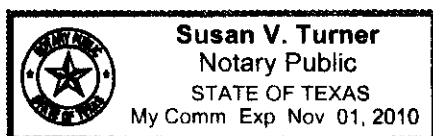
**BY: WERNER-TAYLOR MANAGEMENT, LLC, A  
TEXAS LIMITED LIABILITY COMPANY, ITS  
GENERAL PARTNER**

**BY:**   
**MICHAEL WERNER, PRESIDENT**

STATE OF TEXAS       §

COUNTY OF SMITH     §

This instrument was acknowledged before me on this 15<sup>th</sup> day of JULY, 2010 by **MICHAEL WERNER**, President of **WERNER-TAYLOR MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY**, General Partner of **WERNER-TAYLOR LAND & DEVELOPMENT, L.P., A TEXAS LIMITED PARTNERSHIP**, as the act and deed of said limited liability company and limited partnership.

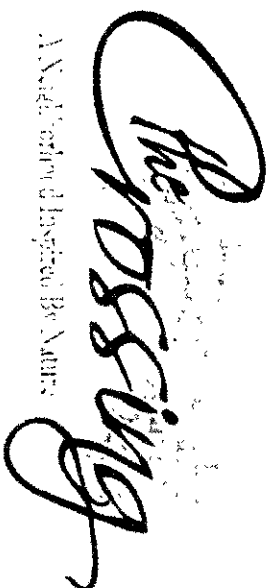


  
**NOTARY PUBLIC, STATE OF TEXAS**

**AFTER RECORDING, RETURN TO:**

**Mr. Michael Werner, President  
Werner-Taylor Land & Development  
L.P., a Texas Limited Partnership  
1397 Dominion Plaza, Suite 120  
Tyler, TX 75703**

BB.06.10.10



- \* All landscaped entrances to the development
- \* The Landscaped area located on Old Jacksonville Hwy
- \* All three lakes and their surrounding banks
- \* The Park
- \* The circle median at Crosswater Avenue and Cross Road
- \* Any landscaped areas along Crosslake Boulevard, Crosswater Ave., Three Lakes Parkway, or Northlake Pass