

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

HENSHAW CREEK
A MASTER PLANNED COMMUNITY

STATE OF TEXAS

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§
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH

WHEREAS, WERNER-TAYLOR LAND & DEVELOPMENT, L.P., a Texas limited partnership (the "Developer"), by that certain instrument entitled "Declaration of Covenants, Restrictions, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Henshaw Creek, a Master Planned Community," filed of record in Clerk's File No. 202201027563, Official Public Records of Smith County, Texas, and by that certain instrument so entitled, imposed on the real property described therein all those certain covenants, conditions, restrictions, easements, charges and liens therein set forth ; and

WHEREAS, on June 28, 2023 Developer filed for record that certain instrument entitled "Correction Declaration of Covenants, Restrictions, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements," filed of record in Clerk's File No. 202301016374, Official Public Records of Smith County, Texas (Original Instrument Number 202201027563 and Correction Declaration of Covenants, Restrictions, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements are collectively referred to herein as the "Declaration"); and

WHEREAS, Article XI of the Declaration reserves the right for the Developer to unilaterally change or amend the Declaration; and

WHEREAS, Article XIII of the Declaration reserves the right for the Developer to unilaterally subdivide or re-subdivide, as the case may be, and/or plat or replat, as the case may be, all or any portion of the Subdivision or of any Lot or Lots owned by the Developer without the consent of any Owner. The Covenants shall automatically become effective against and shall run with all of the land that is described on any Plat that is a part of or a Unit of Henshaw Creek, whether or not any additional documents are filed of record in the Official Public Records of Smith County, Texas.; and

WHEREAS, Developer is still the present owner of Property described as:

All that certain 3.693 acre portion of land located within The Cottages at HENSHAW CREEK , as specifically set forth on Plat recorded on January 28, 2025 in Cabinet G, Slide

99B, Official Plat Records of Smith County, Texas, and referenced on said Plat as "The Cottages at Henshaw Creek" and;

located within the property described in the Declaration, and thus Developer has the authority and right to amend the Declaration to include the subdivided Property described above, and does in fact wish to amend the Declaration as set forth below.

NOW, THEREFORE, the undersigned Developer hereby amends the Declaration as follows:

1. The Cottages at Henshaw Creek:

The Lots and Property described hereinabove as The Cottages at Henshaw Creek is hereby noted as having been subdivided by Developer and Lots resulting therefrom made subject to the Declaration and shall hereafter be subject to all terms and conditions of the Declaration.

2. Section 4.02, item (jj) is hereby amended to read as follows:

4.02 General Restrictions. ...

(jj) Site Maintenance and Protection. The Association and/or Owner is responsible for the overall maintenance of newly developed landscape and perimeter of a Lot, providing a natural yet well-kept look. Each Owner or representative thereof is responsible for avoiding damage to existing development, including roadways, infrastructure, signage, landscaping, and adjacent development sites. Any damage incurred in result of development of a site, shall be repaired to prior existing condition at Lot Owner's expense.

3. Section 5.01 is hereby amended to read as follows:

5.01 Maintenance by Association.

- a) The following items shall be maintained by the Association, and shall apply for all Lots of Henshaw Creek, , excluding Lots 1-16 of The Cottages at Henshaw Creek and as may be excluded by future amendments as permitted by the Declaration, each as recorded in the Official Public Records of Smith County, Texas:

The maintenance of the lawn and landscaping of the Lots and the Common Area Property in the Subdivision shall be the obligation of the Association as specified herein. The Association will be responsible for maintaining the lawns and the plant beds of each Lot and all the Common Area Property in good order and attractive condition, including but not limited to:

- (1) Lawn mowing and trimming
- (2) Small (ornamental) tree and shrub pruning as needed for maintenance and health of trees; except Larger trees (non-ornamental trees greater than two (2) inches in diameter shall be the responsibility of the Owner;
- (3) Fertilizing, mowing, weeding and replacement as necessary to maintain all landscaping and vegetation;
- (4) Prompt removal of fallen or uprooted trees, branches, or shrubs and repair of other damage to trees or large shrubs caused by storms or high winds;

- (5) Repair broken sprinkler heads within the Lot or Common Areas; except Irrigation lines and control issues are the responsibility of the Owner;
 - (6) Keeping all parking areas, driveways, sidewalks, and roads free from trash and litter, attractive and in good condition;
 - (7) Maintain the private concrete drive area in good working condition, making repairs as necessary
 - (8) Maintain all drainage improvements such as the inlet box and pipe in good working condition;
 - (9) Any other maintenance or repair item the Architectural Control Committee in its sole reasonable good faith discretion deems necessary or desirable;
 - (10) Maintain any other amenities in the common areas.
- b) The following items shall be maintained by the Association, and shall only apply for Lots 1-17 of The Cottages at Henshaw Creek as recorded in the Official Public Records of Smith County, Texas:

The maintenance of the lawn and landscaping of the Common Area Property only (and not the Lots) in The Cottages at Henshaw Creek shall be the obligation of the Association as specified herein. It is the intent of the Developer that the Lot Owners of Lots 1-16 of The Cottages at Henshaw Creek each be responsible for the maintenance of their Lot. The Association will be responsible for maintaining the lawns and any plant beds of the Common Area Property only (and not the Lots) in good order and attractive condition, including but not limited to:

- (1) Fertilizing, mowing, trimming, weeding and replacement as necessary to maintain all landscaping and vegetation located on lot 17 (such being Common Area Property) of The Cottages at Henshaw Creek, but not Lots 1-16;
- (2) Prompt removal of fallen or uprooted trees, branches, or shrubs and repair of other damage to trees or large shrubs located on lot 17, but not Lots 1-16, of The Cottages at Henshaw Creek caused by storms or high winds;
- (3) Maintain the private concrete drive area Cottage Square in good working condition, making repairs as necessary;
- (4) Any other maintenance or repair item the Architectural Control Committee in its sole reasonable good faith discretion deems necessary or desirable.

******SIGNATURES FOLLOW ON NEXT PAGE******

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

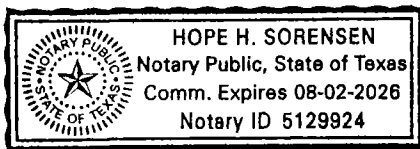
WERNER-TAYLOR LAND & DEVELOPMENT,
L.P., a Texas limited partnership

By: WERNER-TAYLOR MANAGEMENT, LLC,
a Texas limited liability company,
Its General Partner

By: 
MICHAEL WERNER, President

STATE OF TEXAS §
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COUNTY OF SMITH §

This instrument was acknowledged before me on this 7th day of MARCH, 2025 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, on behalf of said limited partnership.




NOTARY PUBLIC, STATE OF TEXAS

WHEN RECORDED RETURN TO:

Mr. Michael J. Werner
Werner-Taylor Land & Development, L.P.
7266 Crosswater
Tyler, Texas 75703

**Smith County
Karen Phillips
Smith County Clerk**

Document Number: 202501006677

eRecording - Real Property

RESTRICTION

Recorded On: March 07, 2025 02:27 PM

Number of Pages: 5

Billable Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$37.00

***** 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: 202501006677

Receipt Number: 20250307000112

Recorded Date/Time: March 07, 2025 02:27 PM

User: Adrius K



**STATE OF TEXAS
COUNTY OF SMITH**

**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 Records of Smith County, Texas.**

Karen Phillips
Smith County Clerk
Smith County, TX