

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

HENSHAW CREEK
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 (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 and First and Second Amendments to 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 though not required, Developer, who does not waive such rights for future use, has discussed and informed current Lot Owners of the expense required to construct, manage and insure a pool (if such were to be constructed and maintained) and such Lot Owners and Developer agree that such pool with its related construction, maintenance and liability costs is not in the interest of the Lot Owners and Developer; and

WHEREAS, Developer, without waiving its sole right to unilaterally change or amend the Declaration, desires to exercise its unilateral authority and right to amend the Declaration to amend by removing reference to the pool and Lot Owners join in such for the purpose of acknowledging notice and consent of same; and amends the Declaration as set forth below.

NOW, THEREFORE, the undersigned Developer hereby amends the Declaration, and Lot Owners acknowledge and consent, as follows:

1. Section 5.01, item (10) of the Declaration is hereby deleted and replaced to read as follows:

5.01 Maintenance by Association. ...

- (10) Maintain the park area and any other amenities in the common areas.

2. Section 10.07 of the Declaration is hereby deleted and replaced to read as follows:

10.07 Special Assessments. In addition to the annual maintenance assessment charge as noted in Article 10.06, the Developer and Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate to pay for any expenses related to the proper maintenance, care, improvement or reconstruction of the private concrete drive, drainage improvements, park improvements, Common Areas, walls, fences or landscape easements belonging to the Association. Notwithstanding anything to the contrary contained in this Declaration, any special assessment established hereunder must be approved by the affirmative vote of seventy-seven percent (77%) of a quorum of the total votes of each class of Owners present at a duly called meeting for such purpose. At least seventy-five percent (75%) of the Owners of each class must be present at this duly called meeting in order to constitute a quorum.

As an alternative, the Developer reserves the right to perform the maintenance contemplated in this Article 10.07, and to assess each Owner with the prorata share of the costs, including reasonable attorney fees incurred by the Developer, as set forth in the bylaws of the Association.

3. Section 10.09 of the Declaration is hereby deleted and replaced to read as follows:

10.09 Park Assessments. Each lot is hereby subject to a mandatory park assessment (the "**Park Assessment**") for the costs and support of the park area facility to be constructed on a 0.5 acre portion more or less, tract or parcel of land described on Exhibit "A".

- A. The Park Assessment shall be initially established and thereafter changed from time to time to support the maintenance and upkeep of the park and common area.
- B. The Park Assessment shall be waived for the initial builder of a Lot only. Each subsequent owner of a Lot shall be required to pay the Park Assessment in effect at the time of the conveyance of the Lot.
- C. The Park Assessment shall not be charged until the construction of the park area is completed and open to its members.

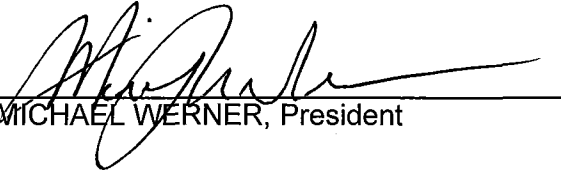
IN WITNESS WHEREOF, the undersigned Developer has executed this instrument to be effective upon filing of record in the Official Records of Smith County, Texas.

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

DEVELOPER:

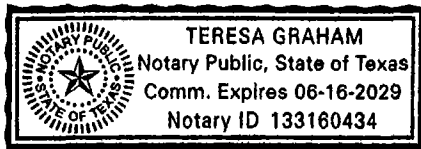
WERNER-TAYLOR LAND & DEVELOPMENT,
L.P., a Texas limited partnership

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 6th day of November, 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

Exhibit "A"
44.145-Acre Tract

Being a 44.145-acre tract of land situated in the Don Thomas Quevado Survey, Abstract No. 18, Section No. 6, Smith County, Texas and being part of a called 46.185-acre tract described in a Deed from Damaris M. Moore to Joe C. Moore Family Trust recorded under Clerk's File No. 20170100003001 of the Official Public Records of Smith County, Texas, (O.P.R.S.C.T.), said 44.145-acre tract being more particularly described as follows:

Beginning at a 1/2" iron rod found with plastic cap stamped "K.L.K. #4687" at the Southeast corner of said 46.185-acre tract and said Don Thomas Quevado Survey, Abstract No. 18, Section No. 6, also being in the North boundary line of the remainder of a called 119.715-acre tract described in a Deed from Sandra Crank Taylor, Individually, and Sandra Crank Taylor, Trustee of the Sandra Crank Taylor Special Marital Trust (Created under the Last Will and Testament of Larry James Taylor, Deceased) to Werner-Taylor Land Development, L.P., a Texas Limited Partnership recorded under Clerk's File No. 2018010006823, O.P.R.S.C.T., being the Northeast corner of the Don Thomas Quevado Survey, Abstract No. 18, Section No. 5, and being in the West end of Three Lakes Parkway as evidenced by a Final Plat of Oak Hill Unit 10 recorded in Cabinet E, Slide 174-C of the Plat Records of Smith County, Texas, (P.R.S.C.T.);

Thence South 88 degrees 05 minutes 44 seconds West, a distance of 1055.95 feet along the South boundary line of said 46.185-acre tract and said Quevado Survey, Abstract No. 18, Section No. 6 and the North boundary line of the remainder of said 119.715-acre tract and said Quevado Survey Abstract No. 18, Section No. 5 to a 1/2" iron rod found for the Northwest corner of said 119.715-acre tract and the Northeast corner of a called 49.34-acre tract described in a Deed from Mollie A. Winston, Stephen T. Winston, Amy Winston Boland and husband, John Parker Boland, Alan D. Winston and wife, Mollie A. Winston to Werner, Taylor & Werner, LLC recorded in Volume 7636, Page 771, O.P.R.S.C.T.;

Thence North 89 degrees 51 minutes 38 seconds West, a distance of 48.53 feet along the South boundary line of said 46.185-acre tract and said Quevado Survey, Abstract No. 18, Section No. 6 and the North boundary line of said 49.34-acre tract and said Quevado Survey Abstract No. 18, Section No. 5 to a 3/8" iron rod found for the Southwest corner of said 46.185-acre tract and the Southeast corner of a called 14.342-acre tract described in a Deed from Huckabee Properties, LLC to WLK Investments, LLC recorded under Clerk's File No. 20120038023, O.P.R.S.C.T.;

Thence North 03 degrees 27 minutes 30 seconds West, a distance of 1030.46 feet along the West boundary line of said 46.185-acre tract and the East boundary line of said 14.342-acre tract to a 1" iron pipe found for an interior ell corner in the West boundary line of said 46.185-acre tract for the Northeast corner of said 14.342-acre tract;

Thence North 88 degrees 30 minutes 15 seconds West, a distance of 180.98 feet along the most westerly South boundary line of said 46.185-acre tract and the North boundary line of said 14.342-acre tract to a 3/8" iron rod found;

Thence North 45 degrees 45 minutes 15 seconds West, a distance of 31.90 feet along the Southwest boundary line of said 46.185-acre tract and the Southeast boundary line of said 14.342-acre tract to a point for the West corner of said 46.185-acre tract, said point being in County Road No. 192-Old Noonday Road;

Thence North 44 degrees 41 minutes 23 seconds East, a distance of 1404.66 feet along the Northwest boundary line of said 46.185-acre tract and along said County Road No. 192 to a 1/2" iron rod with plastic cap stamped "K.L.K. #4687" set near the occupied East right-of-way of same;

Thence South 31 degrees 11 minutes 17 seconds East, a distance of 356.69 feet across said 46.185-acre tract to a 1/2" iron rod with plastic cap stamped "K.L.K. #4687" set;

Thence North 88 degrees 39 minutes 38 seconds East, a distance of 140.28 feet continuing across said 46.185-acre tract to a 1/2" iron rod with plastic cap stamped "K.L.K. #4687" set in the East boundary line of same and the West boundary line of Lot 10, N.C.B. 1660-A, as evidenced by a Final Plat of Oak Hill Unit 10 recorded in Cabinet E, Slide 174-C, P.R.S.C.T. to Tyler I.S.D.;

Thence South 01 degree 54 minutes 06 seconds East, a distance of 1718.28 feet along the East boundary line of said 46.185-acre tract and the West boundary line of said Lot 10 to the place of beginning, containing 44.145 acres of land more or less.

Bearing basis is the Texas State Plane Coordinate System, Grid North Central Zone NAD 83, (Feet) based on the 1993 adjustment of the NAD 83 System. The control monument is TJC1-Tyler, Leica Geosystems Smartnet of North America.

**Smith County
Karen Phillips
Smith County Clerk**

Document Number: 202501033548

eRecording - Real Property

RESTRICTION

Recorded On: November 07, 2025 01:33 PM

Number of Pages: 6

Billable Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$41.00

***** 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: 202501033548

Receipt Number: 20251107000110

Recorded Date/Time: November 07, 2025 01:33 PM

User: Amber M



**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