

Amend

R305045

(A)

503-78-0950

Lee

THIRD SUPPLEMENTAL DECLARATION
PROVIDING FOR ANNEXATION INTO
WILLOWBRIDGE

03/13/95 00003095 R305045 \$ 25.00

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

W I T N E S S E T H:

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A. WHEREAS, Centex Real Estate Corporation, a Nevada corporation (herein called "Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for Willowbridge (herein called "Declaration"), dated July 22, 1992, filed of record under Clerk's File No. N779212 and recorded under Film Code No. 105-56-3455; as amended by that certain Supplemental Declaration Providing For Annexation Into Willowbridge Homeowners Association, Inc., executed May 17, 1993, filed of record under Clerk's File No. P245-96 and recorded under Film Code No. 105-42-0665; as further amended by that certain Second Supplemental Declaration Providing For Annexation Into Willowbridge Homeowners Association, Inc., executed February 15, 1994, filed of record under Clerk's File No. P721467 and recorded under Film Code No. 200-59-3668, all as shown in the Official Public Records of Real Property Harris County.

B. WHEREAS, LWR Inc., a Texas corporation (herein referred to as "LWR" or the "Adjoining Property Owner") has requested the Willowbridge Homeowners Association (herein called "Association") to: (i) annex the real property described on Exhibit "A" attached hereto (the "Adjoining Property") into the Property, (ii) modify the commencement of the assessments with respect to the Adjoining Property, (iii) expand the definition of Class B Membership, and (iv) allow the Declarant to create a special architectural committee with respect to new construction on the Adjoining Property. In consideration of the Association annexing the Adjoining Property, the Adjoining Property Owner has agreed to pay the Association seventy-five thousand dollars (\$75,000.00) (the "Annexation Fee") for the purpose of constructing a new recreational facility, which the Association agrees to construct within one year from the Association's receipt of the Annexation Fee. The parties agree that the Annexation Fee is non-refundable and deemed earned by the Association upon the execution of this Supplemental Declaration.

C. WHEREAS, Article 15.01 of the Declaration contemplates that additional real property may be annexed to the Property (as such term is defined in the Declaration), provided that sixty-seven percent (67%) of the total voting power of the Association residing in Members other than Declarant vote for said annexation. In addition, Article 16.08 authorizes amendments to the Declaration provided that certain requirements are satisfied, the primary requirement being a vote of two-thirds (2/3) of the total votes in the Association.

D. WHEREAS, the Board of Directors of the Association submitted such matters to a vote of the Members of the Association.

E. WHEREAS, the results of such vote were that more than sixty-seven percent (67%) of the Members other than Declarant voted in favor of the above referenced matters, and said vote was certified by the company responsible for the management of the Association, Planned Community Management Inc. In addition the Declarant and the Adjoining Property Owner agree to the provisions herein.

F. WHEREAS, this Supplemental Declaration is being made pursuant to the Declaration for the purpose of extending the jurisdiction of the Association to cover the Adjoining Property.

G. WHEREAS, the Adjoining Property Owner hereby represents that there are no liens against the Adjoining Property.

A M E N D M E N T:

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Annexation of Adjoining Property. The Adjoining Property is hereby annexed into the Property, and the Adjoining Property shall hereinafter be included within the term Project and Property (as such terms are defined in the Declaration). The Adjoining Property shall hereinafter be subject to all the terms, conditions, restrictions, covenants and obligations in the Declaration.

2. Commencement of Assessments. Articles 9.10 and Article 15.03 of the Declaration are hereby amended with respect to the commencement of assessments for the Lots located within the Adjoining Property as follows:

"Assessments of the Lots within the Adjoining Property shall commence (as to all Lots shown on the subject applicable plat) on the first day of the month next following the conveyance of the first Lot with a single family residence located thereon. However, in consideration of the Annexation Fee being paid to the Association, the Association hereby agrees to waive collection of the assessments that are due on Lots owned by the Adjoining Property Owner (and only from the Adjoining Property Owner unless otherwise agreed by the Association in writing) until such time that the total amount of assessments that the Association has waived exceeds twenty-five thousand dollars (\$25,000.00). The Association agrees that upon such waiver, the assessments that are waived by the Association shall be deemed as paid. After the date that the amount of the waived assessments exceeds twenty-five thousand dollars (\$25,000.00), the Adjoining Property Owner shall be responsible for paying the assessments and the Adjoining Property Owner shall have no right to object to the collection of the assessments based on any provision in this paragraph. Upon the conveyance by the Adjoining Property Owner of a Lot within the Adjoining Property, the new owner shall be required to pay the assessments imposed by the Association."

3. Designation of Class B Member Status. Article 8.03 of the Declaration is hereby amended to include LWR as a Class B Member for

those Lots on the Adjoining Property owned by LWR. The designation of LWR as a Class B Member shall not extend the time period related to the termination of the Class B Member status as provided in Article 8.03 of the Declaration. For purposes of determining when the Class B Member status terminates and only with respect to such determination, as provided in Article 8.03 of the Declaration, the Lots located within the Adjoining Property shall not be counted as Lots located within the Project.

4. Special Architectural Committee. Article 13.01 of the Declaration is hereby amended to include that Declarant may establish a separate architectural control committee (the "Special Committee") for the limited purpose of establishing and reviewing the architectural elements of the initial construction of a residence on the vacant Lots on the Adjoining Property prior to when such Lot with a residence thereon is conveyed; provided, however, that such review criteria must be substantially similar to the criteria established by the Architectural Control Committee. The Special Committee shall have no power or authority after a Lot with a residence thereon is conveyed. After said conveyance, such Lot and residence shall be subject to the control and powers of the Architectural Control Committee. The Special Committee shall consist of one (1) member from the original Architectural Control Committee and two (2) members to be appointed by Adjoining Property Owner (LWR) or its assignee.

5. Definition of Lot. Article 1.13, the definition of "Lot" is hereby deleted in its entirety and the following is substituted therefor:

"1.13. Lot. "Lot" shall mean any area of real property within the Property, including, without limitation, the Additional Property, that is designated as a residential lot on any subdivision plat recorded or approved by Declarant with the exception of the Common Areas, open spaces and streets, but together with all appurtenances, improvements, and residences now or hereafter built or placed on the Lot."

The Adjoining Property Owner ("LWR") may assign all of its rights hereunder to any successor entity of the Adjoining Property Owner, provided, that: (i) such entity acquires all of the Adjoining Property Owner's interest (as of the date of such assignment) in the Additional Property, and (ii) such successor assumes in writing all of the Adjoining Property Owner's obligations hereunder. The Adjoining Property Owner may not assign its rights herein unless said conditions are satisfied or unless the Declarant agrees to such assignment.

Except as specifically provided herein, the terms of the Declaration shall remain in full force and effect.

(Signatures on page 4)

(Continued from page 3)

IN WITNESS WHEREOF, the Association, the Declarant and the Adjoining Property Owner have executed this Supplemental Declaration for the purposes stated herein and on the dates written below.

(3)

ATTEST:

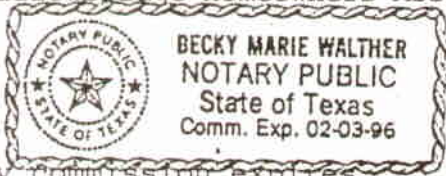
WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC.

[Signature]
L. Russel Garrison

[Signature]
Wayne Culpepper
President

STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on this 24th day of February, 1995 by Wayne Culpepper as President of Willowbridge Homeowners Association, Inc., on behalf of said corporation.



Becky Marie Walther
Notary Public in and for
the State of Texas

My Commission expires: 2/3/96

ATTEST:

DECLARANT:
Centex Real Estate Corporation

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[Signature]
L. Russel Garrison

[Signature]
Wayne Culpepper
Division President

STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on this 24th day of February, 1995 by Wayne Culpepper as Division President of Centex Real Estate Corporation, on behalf of said corporation.



Becky Marie Walther
Notary Public in and for
the State of Texas

My commission expires: 2/3/96

503-08-0954

ATTEST:

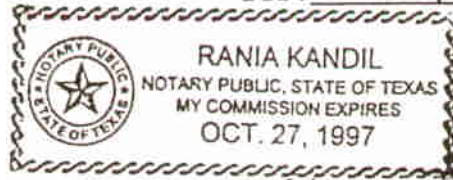
ADJOINING PROPERTY OWNER:
LWR, Inc., a Texas corporation

BY: [Signature]

By: [Signature]

Its: PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS



This instrument was acknowledged before me on this 24th day of February, 1995 by LWR, Inc. as President of LWR, Inc. on behalf of said corporation.

[Signature]
Notary Public in and for
the State of Texas

My commission expires: Oct. 27, 1997

APPROVED BY:

[Signature]

VETERANS ADMINISTRATION

By: DEPARTMENT OF VETERANS AFFAIRS
Name: JOHN T. PAGE
Title: SUBDIVISION APPROVING OFFICIAL
Date: 3/1/95

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 1st day of March, 1995 by John T. Page, the Subdivision Approving Official of the VETERANS ADMINISTRATION, on its behalf.

[Signature]
Notary Public in and for the
State of Texas

My commission expires: 2-15-99



EXHIBIT A
DESCRIPTION

Being 61.4335 acres of land situated in the James D. Egbert Survey, Abstract 246, Harris County, Texas and consisting of three tracts of land containing an aggregate of 15.500 acres of land described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number P722109, Film Code Number 200-60-2338 and that certain called 45.9337 acres of land described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number P722102, Film Code Number 200-60-2288; said 61.4337 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the southwesterly corner of WillowBridge Park Boulevard, based on a variable width right-of-way, recorded under Film Code Number 351122 of the Map Records of Harris County, Texas and being in the northeasterly corner of Reserve "B", WillowBridge Section One recorded at Film Code Number 351135 in the Map Records of Harris County, Texas and the northeast corner of that certain called 195.335 acre tract described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number M909041;

THENCE, N 80°35'39" W, with the northerly line of the 195.335 acre tract, a distance of 2942.73 feet to a 5/8 inch iron rod found on the easterly right-of-way line of Wheatland Drive (based on a width of 80.00 feet) and the southeasterly corner of Winchester Country Section Ten School Site recorded in Volume 333, Page 135 of the Map Records of Harris County, Texas.

THENCE, N 09°24'21" E, with the easterly right-of-way line of Wheatland Drive and Winchester Country Ten School Site, a distance of 184.79 feet to a 5/8 inch iron rod found for the southwesterly corner of that certain called 54.305 acres of land described in the Official Public Records of Real Property of Harris County Clerk's File Number P019959,

THENCE, N 89°20'06" E, with the southerly line of the 54.305 acre tract, a distance of 1228.87 feet to a 3/4 inch galvanized iron pipe found for the southeasterly corner of the 54.305 acre tract of land;

THENCE, N 00°40'14" W, with the easterly line of the 54.305 acre tract, a distance of 1693.80 feet to a 5/8 inch iron rod found in the southwesterly right-of-way line of West Road, recorded at Film Code Number 351020 of the Map Records of Harris County, Texas for the northeasterly corner of the 54.305 acre tract and being on the arc of a curve to the right;

THENCE, in a southeasterly direction; with the southwesterly right-of-way line of West Road, along said curve to the right, having a central angle of 08°53'19", a radius of 1950.00 feet, an arc length of 302.51 feet and a chord that bears S 47°41'23" E, 302.21 feet to a 5/8 inch iron rod found for the point of tangency of said curve;

THENCE, S 43°14'43" E, continuing with the southwesterly right-of-way line of West Road, a distance of 1750.45 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

THENCE, in a southeasterly direction, continuing with the southwesterly right-of-way line of West Road, along said curve to the left, having a central angle of 13°17'49", a radius of 2050.00 feet, an arc length of 475.75 feet and a chord bearing of S 49°53'37" E, 474.68 feet to a 5/8 inch iron rod found for the point of reverse curvature of a curve to the right;

THENCE, in southeasterly direction, continuing with the southwesterly right-of-way line of West Road, along said curve to the right, having a central angle of 87°55'43", a radius of 25.00 feet, an arc length of 38.37 feet and a chord bearing of S 12°34'41" E, 34.71 feet to a 5/8 inch iron rod found for the point of tangency of said curve;

THENCE, S 31°23'11" W, passing a 5/8 inch rod found at the northwesterly corner of said WillowBridge Park Boulevard at a distance of 6.02 feet and continuing in all a distance of 46.21 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

THENCE, in a southwesterly direction, with the westerly right-of-way line of WillowBridge Park Boulevard, along said curve to the left, having a central angle of 21°58'50", a radius of 550.00 feet, an arc length of 211.00 feet and a chord bearing of S 20°23'46" W, 209.71 feet to a 5/8 inch iron rod found for the point of tangency of said curve;

THENCE, S 09°24'21" W, continuing with the westerly right-of-way line of WillowBridge Park Boulevard, a distance of 10.00 feet to a 5/8 inch rod found for the point of curvature of a curve to the left;

THENCE, in a southwesterly direction, continuing with the westerly right-of-way line of WillowBridge Park Boulevard, along said curve to the left, having a central angle of 08°00'00", a radius of 500.00 feet, an arc length of 69.81 feet and a chord bearing of S 05°24'21" W, 69.76 feet to a 5/8 inch iron rod found for the point of tangency of said curve;

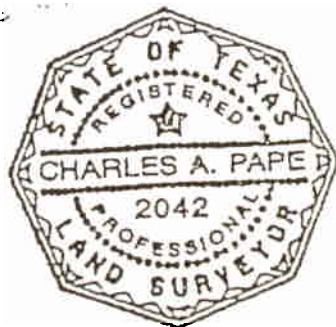
THENCE, S 01°24'21" W, continuing with the westerly right-of-way line of WillowBridge Park Boulevard, a distance of 73.78 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

THENCE, in a southwesterly direction continuing with the westerly right-of-way line of WillowBridge Park Boulevard, along said curve to the right, having a central angle of 08°00'00", a radius of 500.00 feet, an arc length of 69.81 feet and a chord bearing of S 05°24'21" W, 69.76 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, S 09°24'21" W, continuing with the westerly right-of-way line of WillowBridge Park Boulevard, a distance of 95.76 feet to the POINT OF BEGINNING and containing 61.4335 acres (2,676,044 square feet) of land.

RUSS & STANDLEY SURVEYING COMPANY, INC.


Registered Professional Land Surveyor
Texas Registration Number: 2042



Date: April 8, 1994
Job No: 94-002-00
File No: A94-002.00

RETURN TO:

TOM KAHRHOFF
3100 W. ALABAMA
SUITE 241
HOUSTON, TX 77098

COUNTY CLERK
HARRIS COUNTY, TEXAS

Beulah B. Kaufman

95 MAR 13 AM 11:24

FILED

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
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

MAR 13 1995



Beulah B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Please find enclosed herewith, your instrument as recorded in the office of the county clerk. It has been a pleasure to serve you. If I can be of any further assistance, please feel free to call (713) 755-6411.

Beverly B. Kaufman

Beverly B. Kaufman
County Clerk
Harris County, Texas

RECEIVED
MAR 22 1995
PCMI

305045R KAHRHOFF T
3100 W ALABAMA #241
HOUSTON TX 77098