

Declar

N168846

036-10-0648

THE STATE OF TEXAS §
COUNTY OF HARRIS §

06/06/91 00842903 N168846 \$ 11.00

SUPPLEMENTAL DECLARATION
FOR
TWIN LAKES, SECTION TWO

(100)

WHEREAS, by that certain instrument designated as "Declaration of Covenants, Conditions and Restrictions For Twin Lakes, Section One", executed by OAKREAL CORPORATION, as Declarant, and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. M-249843, and refiled under County Clerk's File Nos. M-259977, M-350960 and N-082649, (said instrument as corrected and refiled being hereinafter referred to as "said Declaration"), that certain tract and parcel of land described therein and known as TWIN LAKES, SECTION ONE (hereinafter referred to as "Section One"), was encumbered and subjected to those certain easements, covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and

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WHEREAS, Section 6 (Annexation) of Article IX (General Provisions) of said Declaration provides as follows:

Additional land within the area described in the attached Exhibit "A" may be annexed from time to time by the Declarant without the consent of other Owners, or their mortgagees, within ten (10) years of the date of recording of this instrument.

WHEREAS, OAKREAL CORPORATION is the owner of certain additional property within the area described in Exhibit "A" attached to said Declaration, which is more particularly described as follows:

TWIN LAKES, SECTION TWO, being a 19.7277 acre subdivision located in Harris County, Texas, according to the map of said subdivision, recorded under Film Code No. 349028 of the Map Records of Harris County, Texas,

and which is hereinafter referred to as "Section Two"; and

WHEREAS, OAKREAL CORPORATION, as the owner of said "Section Two", desires to annex said "Section Two" to "Section One" and to extend and include to said "Section Two" by such annexation all of the easements, covenants and conditions, restrictions, charges and all other applicable provisions of said Declaration.

NOW, THEREFORE, OAKREAL CORPORATION (hereinafter referred to as "Declarant"), hereby annexes said "Section Two" to said "Section One" under and pursuant to the

provisions of Section 6 of Article IX of said Declaration, and declares that all of the property comprising "Section Two" shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and charges contained in said Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. Said property is hereby submitted to the jurisdiction of TWIN LAKES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association"), with the same force and effect as if said property was originally included in said Declaration as a part of the original development. The easements, covenants, restrictions, conditions and charges of said Declaration shall be binding upon all parties having or acquiring any right, title or interest in said "Section Two", or any part thereof, and shall inure to the benefit of each owner thereof. Said Declaration is amended to the extent that (i) any specific reference to "Section One", the "Property" or the "Properties", shall also refer to and include "Section Two", wherever and whenever applicable, and (ii) any specific reference to "Common Properties" shall also refer to and include Restricted/Landscape Reserve "A" and Restricted/Landscape Reserve "B" as delineated and defined on the recorded map of TWIN LAKES, SECTION TWO, referenced above.

In addition, the recorded map of TWIN LAKES, SECTION TWO, establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the map and incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part hereof.

The undersigned TWIN LAKES HOMEOWNERS ASSOCIATION, INC. joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the establishment of easements, restrictions, covenants, conditions and charges contained in said Declaration on the land described herein.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this 3 day of June, A. D., 1991.

(2)
/w

ATTEST:

OAKREAL CORPORATION

Wynne Paraban
Name: Wynne Paraban
Title: Secretary

By: Laurie S. Arnold
Name: Laurie S. Arnold
Title: Vice President

036-10-0650

ATTEST:

TWIN LAKES HOMEOWNERS ASSOCIATION,
INC.

Cecil Holley
Name: CECIL HOLLEY
Title: SECRETARY

By: Laurie S. Arnold
Name: Laurie S. Arnold
Title: President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 3 day of June,
A. D., 1991, by Laurie S. Arnold, Vice President of OAKREAL
CORPORATION, a Texas corporation, on behalf of said corporation.



Pam L. Meador
Notary Public - State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 3 day of June,
A. D., 1991, by Laurie S. Arnold, President of TWIN
LAKES HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.



Pam L. Meador
Notary Public - State of Texas

(HWW76)

CONSENT OF MORTGAGEE

The undersigned, SUGAR CREEK NATIONAL BANK, being the owner and holder of an existing mortgage lien upon and against the land and property described as Section Two in the foregoing Supplemental Declaration, as such mortgagee and lienholder, hereby joins in the execution hereof for the purpose of subordinating all of the liens held by it against the properties unto the Supplemental Declaration and consents to said Supplemental Declaration, and to the recording of same for submission of the Section Two to the reservations, restrictions, covenants and conditions of the Declaration; and SUGAR CREEK NATIONAL BANK hereby agrees that a foreclosure of its mortgage lien shall not affect such reservations, restrictions, covenants and conditions.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Executed by the undersigned officer(s) of said SUGAR CREEK NATIONAL BANK, hereunto authorized, this the 3rd day of June, A.D., 1991.

ATTEST:

SUGAR CREEK NATIONAL BANK

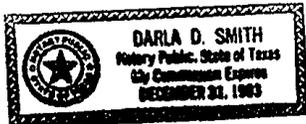
Debbie Goodman
Name: Debbie Goodman
Title: Assistant Cashier

By: Wm. G. Barnett
Name: Wm. G. BARNETT
Title: Vice President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 3rd day of June, A. D., 1991, by Wm. G. Barnett, Vice President of SUGAR CREEK NATIONAL BANK, on behalf of said bank.



Darla D. Smith
Notary Public - State of Texas

036-10-0652

CONSENT OF MORTGAGEE

The undersigned, NATIONAL ASSET BANK (A Bank in Liquidation), being the owner and holder of an existing mortgage lien upon and against the land and property described as Section Two in the foregoing Supplemental Declaration, as such mortgagee and lienholder, hereby joins in the execution hereof for the purpose of subordinating all of the liens held by it against the properties unto the Supplemental Declaration and consents to said Supplemental Declaration, and to the recording of same for submission of the Section Two to the reservations, restrictions, covenants and conditions of the Declaration; and NATIONAL ASSET BANK (A Bank in Liquidation), hereby agrees that a foreclosure of its mortgage lien shall not affect such reservations, restrictions, covenants and conditions.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Executed by the undersigned officer of said NATIONAL ASSET BANK (A Bank in Liquidation), hereunto authorized, this the 3rd day of June, A.D., 1991.

NATIONAL ASSET BANK (A Bank in Liquidation)

By: [Signature]
Name: Christopher D. Winters
Title: Senior Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 3rd day of June, A. D., 1991, by Christopher D. Winters, Senior Vice President of NATIONAL ASSET BANK (A Bank in Liquidation), on behalf of said bank.



[Signature]
Notary Public - State of Texas

RETURN TO:
VANGUARD TITLE CO.
CLS epc GF _____
2700 POST OAK BLVD. #1300
HOUSTON, TEXAS 77056

(HWW76)

FILED
91 JUN -6 PM 1:59
[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION IN ANY INSTRUMENT RELATIVE TO THE SALE, RENTAL, USE OR THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL 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 _____

JUN 6 1991
[Signature]
COUNTY CLERK,
HARRIS COUNTY, TEXAS

