

N865354

Annex

109-54-2748

SUPPLEMENTAL DECLARATION

FOR

07/17/92 00813499 N845354 § 28.25

TWIN LAKES, SECTION THREE

lee

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

*2825
24
C*

THAT WHEREAS, by instrument designated as the "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 Files Nos. M-259977, M-350960 and N-082649, (said instrument as corrected and refiled being hereinafter referred to as "the 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 certain easements, covenants, restrictions, conditions and charges described in the Declaration, reference to which is hereby made for a more particular description thereof and for all other pertinent purposes; and

WHEREAS, Section 6 (Annexation) of Article IX (General Provisions) of the Declaration provides that additional land within the area described in Exhibit "A" attached to the Declaration may be annexed from time to time by the Declarant, Oakreal Corporation, its successors or assigns, without the consent of other Owners (as defined in the Declaration), or their mortgagees, within ten (10) years of the date of recording of the Declaration; and

WHEREAS, by instrument designated as the "Supplemental Declaration for Twin Lakes, Section Two" 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. N-168846, certain additional property within the area described in Exhibit "A" attached to the Declaration, specifically Twin Lakes, Section Two, being a 19.7277 acre subdivision located in Harris County, Texas, according to the map

109-54-2749

of said subdivision recorded in Film Code No. 349028 of the Map Records of Harris County, Texas (hereinafter referred to as "Section Two") was annexed to "Section One" under and pursuant to the provisions of Section 6 of Article IX of the Declaration and submitted and subjected to the easements, restrictions, covenants, conditions and charges contained in the Declaration and submitted to the jurisdiction of Twin Lakes Homeowners Association, Inc. (hereinafter referred to as the "Association"), with the same force and effect as if "Section Two" had been originally included in the Declaration as part of the original development; and

WHEREAS, Oakreal Corporation, a Texas corporation, Landar Corporation, a Texas corporation, and Twin Lakes Building Company, a Texas joint venture, are collectively the owners of certain additional property within the area described in Exhibit "A" attached to the Declaration and more particularly described as follows, to-wit:

TWIN LAKES, SECTION THREE, a Subdivision of 46.1496 acres out of the W. C. R.R. Co. Survey, Abstract No. 920, Harris County, Texas, according to the map or plat of said subdivision recorded under Film Code No. 352012 of the Map Records of Harris County, Texas, SAVE AND EXCEPT Restricted Reserve "A" (13.8037 acres) and Restricted Reserve "B" (0.5354 acre),

which Twin Lakes, Section Three, Save and Except Restricted Reserves "A" and "B" thereof, shall hereinafter be referred to as "Section Three"; and

WHEREAS, Oakreal Corporation, Landar Corporation and Twin Lakes Building Company desire to annex said "Section Three" to "Section One" and "Section Two" and to extend and include to said "Section Three" by such annexation all the easements, covenants and conditions, restrictions, charges and all other applicable provisions of the Declaration.

NOW, THEREFORE, OAKREAL CORPORATION, together with LANDAR CORPORATION, each acting herein by and through its duly authorized officers, and TWIN LAKES BUILDING COMPANY, acting herein by and through its Managing Joint Venturer, do hereby annex said "Section Three" to said "Section One" and "Section Two" under and pursuant to the provisions of Section 6 of Article

109-54-2750

IX of the Declaration, and declare that all of the property comprising "Section Three" shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and charges contained in the Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property covered thereby. "Section Three" is hereby submitted to the jurisdiction of the Association, with the same force and effect as if "Section Three" was originally included in the Declaration as a part of the original development. The easements, covenants, restrictions, conditions and charges of the Declaration shall be binding upon all parties having or acquiring any right, title or interest in said "Section Three", or any part thereof, and shall inure to the benefit of each Owner thereof (as defined in the Declaration). The 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 Three", wherever and whenever applicable, (ii) any specific reference to "Common Properties" shall also refer to and include Restricted Reserve "C" as delineated and defined on the recorded map of TWIN LAKES, SECTION THREE, referenced above, (iii) any specific reference to "Common Facilities" shall also refer to and include all improvements existing and subsequently provided by Declarant or the Association on, in or about Restricted Reserve "A" and Restricted Reserve "B" of TWIN LAKES, SECTION THREE, referenced above, for the purposes of enhancing and/or preserving the natural beauty and aesthetic quality thereof pursuant to the terms, provisions and reservations of the HCMUD Deed and Related Documentation (as hereafter defined).

As in Article I, Section 7 of the Declaration in which the description and definition of Common Properties specifically excluded Restricted Reserve "C", the Detention and Sedimentation Pond portion of "Section One", Restricted Reserve "A" and Restricted Reserve "B" as delineated and defined on the recorded

109-54-2751

map of TWIN LAKES, SECTION THREE, referenced above, are and shall be excluded from the description and definition of Common Properties. As in the instance of Restricted Reserve "C" of "Section One" which was conveyed to the Harris County Flood Control District ("HCFC") by a Deed (the "HCFC Deed") which contained covenants for maintenance of said Restricted Reserve "C" of "Section One", Restricted Reserve "A" and Restricted Reserve "B" of TWIN LAKES, SECTION THREE, referenced above, will, at a date in the future, be conveyed by a Deed ("HCMUD Deed") from Declarant, Oakreal Corporation, to Harris County Municipal Utility District No. 255 ("HCMUD 255"). In addition, it is contemplated that Restricted Reserve "A" and Restricted Reserve "B" of TWIN LAKES, SECTION THREE, referenced above, will be subjected to documentation (x) creating easement or similar rights in favor of HCFC thereon and (y) creating covenants, obligations and provisions for maintenance and care of Restricted Reserve "A" and Restricted Reserve "B" of TWIN LAKES, SECTION THREE, referenced above, to the extent of and as required by HCFC, HCMUD 255, or any other entity or authority with jurisdiction over same, which HCMUD Deed together with any documentation creating such easement or similar rights and/or such covenants and provisions for maintenance and care shall herein be referenced as the "HCMUD Deed and Related Documentation". Each Owner of a lot in "Section One", "Section Two" or "Section Three" by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, acknowledge and agree that:

(a) each and every provision and covenant contained within Article II, Section 6 of the Declaration applicable to Restricted Reserve "C" of "Section One",

(b) the provisions of Article III, Section 2 regarding maintenance of landscaping or improvements placed in, on or about Restricted Reserve "C" of "Section One" and the maintenance of the Detention and Sedimentation Pond (Restricted Reserve "C" of "Section One"), and

(c) the provisions of Article VII, Section 2 providing for perpetual care and maintenance by the Association of the Common Facilities located on or

109-54-2752

subsequently placed on or about Restricted Reserve "C" of "Section One" as a common expense of all Owners, and the performance of each of the obligations and reservations applicable to the Restricted Reserve "C" of "Section One", including, but not limited to, the maintenance of same to the extent required by the Harris County Flood Control District, or any other entity or authority with jurisdiction over same,

shall be in all respects likewise applicable to Restricted Reserve "A" and Restricted Reserve "B" of TWIN LAKES, SECTION THREE, referenced above. Any specific reference within the Declaration to Restricted Reserve "C" shall hereafter be construed to additionally refer to and include Restricted Reserve "A" and Restricted Reserve "B" of TWIN LAKES, SECTION THREE. Likewise, any specific reference within the Declaration to the "HCFC Deed" shall also refer to and include the "HCMUD Deed and Related Documentation" as well as any other instruments or documents required by HCFC, HCMUD 255 or any other entity or authority with jurisdiction over Restricted Reserve "A" or Restricted Reserve "B" of TWIN LAKES, SECTION THREE, referenced above, to the extent that any such other instruments or documents contain provisions for and obligations concerning maintenance and care of Restricted Reserve "A" and Restricted Reserve "B" of TWIN LAKES, SECTION THREE, referenced above, which are required and agreed to be the responsibility of the Association or of Declarant, Oakreal Corporation, on behalf of the Association.

In addition, the recorded map of TWIN LAKES, SECTION THREE, referenced above, establishes certain dedications, limitations, reservations and restrictions applicable to the property covered thereby and each of such dedications, limitations, restrictions and reservations are incorporated herein by reference 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, Oakreal Corporation, its successors and assigns, conveying said property or any part thereof.

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 annexation of

109-54-2753

"Section Three" and the establishment of the easements, restrictions, covenants, conditions and charges contained in the Declaration covering "Section Three".

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals effective the 16th day of June, A. D., 1992.

ATTEST:

OAKREAL CORPORATION, a Texas corporation

Nancy Baraban
Name: Nancy Baraban
Title: Secretary

By: Laurie S. Arnold
Laurie S. Arnold,
Vice President

10
10

ATTEST:

TWIN LAKES HOMEOWNERS ASSOCIATION, INC., a Texas corporation

Cecil L. Holley
Cecil L. Holley,
Secretary

By: Laurie S. Arnold
Laurie S. Arnold,
President

10

ATTEST:

LANDAR CORPORATION, a Texas corporation

Nancy Baraban
Name: Nancy Baraban
Title: Secretary

By: Laurie S. Arnold
Laurie S. Arnold,
Vice President

10

ATTEST:

TWIN LAKES BUILDING COMPANY, a Texas joint venture

Gloria J. Hooper
Name: GLORIA J. HOOPER
Title: SECRETARY

BY: TWIN LAKES HOMEBUILDERS, INC., a Texas corporation, Managing Joint Venturer

By: Jim A. Miller
Jim A. Miller,
President

10
10

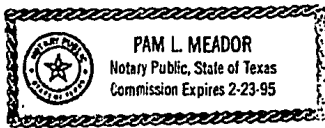
RETURN TO:
VENUE TITLE CO.
CLB plc GF
2700 POST OAK BLVD. #1300
HOUSTON, TEXAS 77056

109-54-2754

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 16th day of September, A. D., 1992, by Laurie S. Arnold, Vice President of OAKREAL CORPORATION, a Texas corporation, on behalf of said corporation.

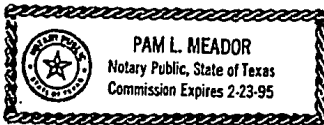


Pam L. Meador
Notary Public - State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 16th day of September, A. D., 1992, 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

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 16th day of September, A. D., 1992, by Laurie S. Arnold, Vice President of LANDAR CORPORATION, a Texas corporation, on behalf of said corporation.

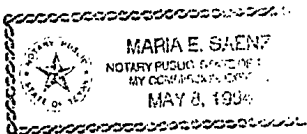


Pam L. Meador
Notary Public - State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 16th day of September, A. D., 1992, by Jim A. Miller, President of TWIN LAKES HOMEBUILDERS, INC., a Texas corporation, Managing Joint Venturer of TWIN LAKES BUILDING COMPANY, a Texas joint venture, on behalf of said corporation and joint venture.



Maria E. Saenz
Notary Public - State of Texas

CONSENT OF MORTGAGEE

109-54-2755

The undersigned, COASTAL BANC SAVINGS ASSOCIATION, being the owner and holder of an existing mortgage lien upon and against certain of the land and property described as "Section Three" 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 land and property described as "Section Three" in the foregoing Supplemental Declaration and consents to said Supplemental Declaration, and to the recording of same for submission of the "Section Three" to the reservations, restrictions, covenants and conditions of the Declaration; and COASTAL BANC SAVINGS ASSOCIATION 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 COASTAL BANC SAVINGS ASSOCIATION, hereunto authorized, this the 16th day of September, A. D., 1992.

ATTEST:

[Signature]
Name: LINDA B. FLETCHER
Title: SECRETARY

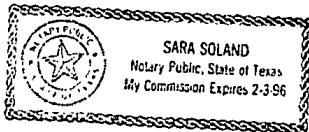
COASTAL BANC SAVINGS ASSOCIATION

10
By: [Signature]
David R. Graham, PHILIP J. BARBER
Senior Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this 16th day of September, A. D., 1992, by David R. Graham, Senior Vice President of COASTAL BANC SAVINGS ASSOCIATION, on behalf of said association.

Philip J. Barber



Sara W. Soland
Notary Public - State of Texas

CONSENT OF MORTGAGEE

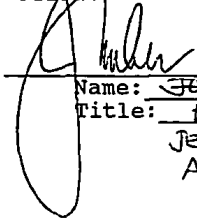
109-54-2756

The undersigned, FARM & HOME SAVINGS ASSOCIATION, being the owner and holder of an existing mortgage lien upon and against certain of the land and property described as "Section Three" 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 land and property described as "Section Three" in the foregoing Supplemental Declaration and consents to said Supplemental Declaration, and to the recording of same for submission of the "Section Three" to the reservations, restrictions, covenants and conditions of the Declaration; and FARM & HOME SAVINGS ASSOCIATION hereby agrees that a foreclosure of its mortgage lien shall not affect such reservations, restrictions, covenants and conditions.

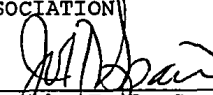
This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Executed by the undersigned officer(s) of said FARM & HOME SAVINGS ASSOCIATION, hereunto authorized, this the 16th day of September, A. D., 1992.

ATTEST:


Name: John T. De Spain
Title: Vice President
JEFFREY R BAKER
ASST VICE PRESIDENT

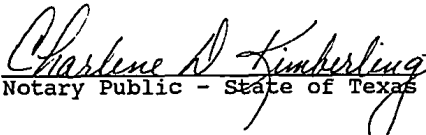
FARM & HOME SAVINGS ASSOCIATION

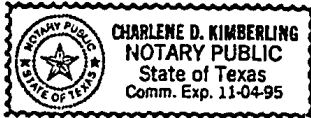
By: 
John T. De Spain,
Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 16 day of September, A. D., 1992, by John T. De Spain, Vice President of FARM & HOME SAVINGS ASSOCIATION, on behalf of said association.


Notary Public - State of Texas



CONSENT OF MORTGAGEE

109-54-2757

The undersigned, KLEIN BANK, being the owner and holder of an existing mortgage lien upon and against certain of the land and property described as "Section Three" 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 land and property described as "Section Three" in the foregoing Supplemental Declaration and consents to said Supplemental Declaration, and to the recording of same for submission of the "Section Three" to the reservations, restrictions, covenants and conditions of the Declaration; and KLEIN 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 KLEIN BANK, hereunto authorized, this the 17th day of September, A. D., 1992.

ATTEST:

KLEIN BANK

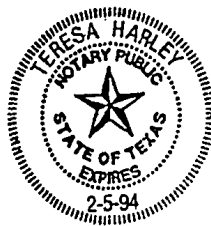
Gail Jones
Name: Gail Jones
Title: Vice President

By: Charles R. Best, Joe Nation
Senior Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 17th day of September, A. D., 1992, by Charles R. Best, Joe Nation, Senior Vice President of KLEIN BANK, on behalf of said bank.



Teresa Harley
Notary Public - State of Texas

CONSENT OF MORTGAGEE

109-54-2758

The undersigned, SUGAR CREEK NATIONAL BANK, being the owner and holder of an existing mortgage lien upon and against certain of the land and property described as "Section Three" 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 land and property described as "Section Three" in the foregoing Supplemental Declaration and consents to said Supplemental Declaration, and to the recording of same for submission of the "Section Three" 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 16th day of September, A. D., 1992.

ATTEST:

SUGAR CREEK NATIONAL BANK

Gina C. Rack
Name: Gina C. Rack
Title: Loan Officer

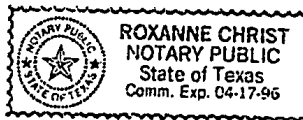
By: *William G. Barnett*
William G. Barnett,
Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 16th day of September, A. D., 1992, by William G. Barnett, Vice President of SUGAR CREEK NATIONAL BANK, on behalf of said bank.

Roxanne Christ
Notary Public - State of Texas



CONSENT OF MORTGAGEE

109-54-2759

The undersigned, NAB ASSET CORPORATION, being the owner and holder of an existing mortgage lien upon and against certain of the land and property described as "Section Three" 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 land and property described as "Section Three" in the foregoing Supplemental Declaration and consents to said Supplemental Declaration, and to the recording of same for submission of the "Section Three" to the reservations, restrictions, covenants and conditions of the Declaration; and NAB ASSET CORPORATION 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 NAB ASSET CORPORATION, hereunto authorized, this the 16 day of SEPTEMBER, A. D., 1992.

ATTEST:

NAB ASSET CORPORATION

Scott Kline
Name: SCOTT KLINE
Title: ASST VICE PRESIDENT

By: James D. Jones
Name: JAMES D. JONES
Title: VICE PRESIDENT

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 16 day of Sept., A. D., 1992, by JAMES D. JONES, SEN. VICE PRES. of NAB ASSET CORPORATION, on behalf of said corporation.

Janet M. Demarest
Notary Public - State of Texas
JANET M. DEMAREST
Notary Public
STATE OF TEXAS
My Comm. Exp. MAR 8, 1995

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

FILED
92 SEP 17 PM 3:50
Janita Reddick
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

SEP 17 1992



Janita Reddick
COUNTY CLERK,
HARRIS COUNTY, TEXAS