

ARTICLE 1.

The definition of "**Master Common Area Property**" in the Declaration made reference to an attached Exhibit "B," which Exhibit "B," through inadvertence, was not attached to the Declaration. Said **EXHIBIT "B"** is attached to this Amendment and made a part hereof for all purposes.

ARTICLE 2.

The definition of "**Master Common Area Property**" is hereby amended to read as follows:

"Master Common Area Property" shall mean that portion of the Land that shall be owned by the Master Association for the benefit of all of the Owners of the Land, and more particularly depicted on attached **EXHIBIT "B."** Specifically, the Master Common Area Property coming within this definition shall mean that portion of the Land anticipated to be enjoyed by all of the Owners of the Land as opposed to common areas within each specific subdivision in THE CROSSING, including, but not limited to, all of the landscaped entrances into the development, the three lakes and their banks, the circle median at Crosswater Avenue, the park, and any landscaped areas along Crossland Boulevard, Crosswater Avenue, Three Lakes Parkway, or Northlake Pass as shown on **EXHIBIT "B."**

ARTICLE 3.

Article 6.02 of the Declaration, "**Amendments,**" is hereby amended to read as follows:

Until the later of (i) the date on which the Developer shall have initially sold all of the Land, such sales being evidenced by the recording of a Deed from the Developer to the initial buyer of a Lot or other portion or parcel of the Land, or (ii) until December 31, 2012, excluding any changes to permitted uses, and excluding any amendments that would materially reduce the rights of any Owner, or materially increase the burdens on any Owner, under this Declaration, the Developer shall have the right to unilaterally change or amend this Declaration at any time, in any manner, and for any reason or purpose as determined at the sole discretion of the Developer. After all of the Land has been initially sold by Developer, this Declaration may be amended or changed in whole or in part at any time only by the affirmative vote of the then Owners of at least seventy-five percent (75%) of the Lots (each Owner having one vote per Lot owned which shall be exercised collectively by any multiple owners of interests in any one Lot as they may among themselves determine) casting their votes to amend or change this Declaration at a special meeting of the Owners called pursuant to Section 6.03.

The amendments of the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended herein are hereby ratified and confirmed in each and every particular, and shall continue in force and effect pursuant to the terms of the Declaration.

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

**WERNER-TAYLOR LAND & DEVELOPMENT,
L.P., A TEXAS LIMITED PARTNERSHIP**

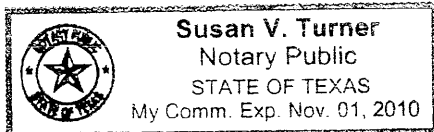
**BY: WERNER-TAYLOR MANAGEMENT, LLC, A
TEXAS LIMITED LIABILITY COMPANY, ITS
GENERAL PARTNER**

BY: 
MICHAEL WERNER, PRESIDENT

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this 15th day of JULY, 2010 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**, as the act and deed of said limited liability company and limited partnership.




NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Mr. Michael Werner, President
Werner-Taylor Land & Development
L.P., a Texas Limited Partnership
1397 Dominion Plaza, Suite 120
Tyler, TX 75703

BB.06.10.10

Exhibit 'B'

Master Common Area Property



Master Area Common Property Includes but not Limited to:

- * All landscaped entrances to the development
- * The Landscaped area located on Old Jacksonville Hwy
- * All three lakes and their surrounding banks
- * The Park
- * The circle median at Crosswater Avenue and Cross Road
- * Any landscaped areas along Crosslake Boulevard, Crosswater Ave, Three Lakes Parkway, or Northlake Pass

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

THE CROSSING

A MASTER PLANNED COMMUNITY

This DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS FOR THE CROSSING, hereinafter referred to as the "Declaration," is made on the ___ day of _____, 2007, by WERNER-TAYLOR LAND & DEVELOPMENT, L.P., a Texas limited partnership ("WERNER-TAYLOR"), LARRY J. TAYLOR and wife, SANDRA C. TAYLOR ("TAYLOR"), and WERNER, TAYLOR & WERNER, LLC, a Texas limited liability company ("WTW"), hereinafter collectively referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant owns the 172.446 acres, more or less, of real property described on Exhibit "A" which is attached hereto and incorporated herein for all purposes, hereafter referred to as "THE CROSSING," which is to be developed as a master planned commercial and residential community;

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of the Land as part of a commercial and residential master planned community of high quality and standards in a consistent manner with continuity and to insure the creation of an architecturally harmonious development, Declarant desires to subject the Land to the covenants, conditions, assessments, charges, servitudes, liens, reservations and easements hereinafter set forth herein collectively called the "Covenants;"

NOW, THEREFORE, Declarant hereby declares that the Land shall be held, sold and conveyed subject to the Covenants, which shall be deemed as covenants running with the land and imposed upon and intended to benefit and burden each Lot, hereinafter defined.

ARTICLE I - DEFINITIONS

"Assessable Property" shall mean all of the Land, as it now exists and as it may hereafter be subdivided and/or platted as shown on any Plat; provided, however, none of

the Master Common Area Property or any Subdivision Common Area Property shall be a part of the Assessable Property.

“Assessment” means any general or special assessment at any time imposed by the Master Association as provided in Article IV of the Declaration.

“Assessment Lien” shall mean the lien created and imposed against each Lot by Article IV of this Declaration.

“Board” means the Board of Directors of the respective Master Association and for Subdivision Associations.

“Covenants” shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

“Declarant” shall mean WERNER-TAYLOR, TAYLOR and WTW, and the successors or assigns of any or all rights and powers hereunder, but with respect to any such successor or assignee (i) such successor or assignee shall not be deemed to be a “Declarant” unless such successor or assignee is designated as such pursuant to a written instrument signed by Declarant, which written instrument shall be filed of record in the Official Public Records of Smith County, Texas, designating that part of the Land to which it relates, and (ii) such successor or assignee shall only have those rights and powers of Declarant that are specifically assigned to such successor or assignee pursuant to such written instrument. As phases of the Land shall be developed in the future, it is anticipated that WERNER-TAYLOR shall be or shall become the owner prior to the development of any developed portion of the Land.

“Declaration” shall mean this Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements as amended or supplemented from time to time as herein provided.

“Deed” shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Land, including but not limited to a Lot.

“Developer” shall mean WERNER-TAYLOR LAND & DEVELOPMENT, L.P.

“Land” shall mean all of the 172.446 acres, more or less, described on Exhibit “A” which is attached hereto and incorporated herein for all purposes.

“Lot” shall mean each platted Lot that is a part of any part or parcel of the Land and that is shown on a Plat.

“Master Association” means the Texas non-profit corporation, its successors and assigns, to be established for the purpose set forth herein, specifically to own and govern the Master Common Area Property.

“Master Common Area Property” shall mean that portion of the Land that shall be owned by the Master Association for the benefit of all of the Owners of the Land, and more particularly depicted on attached Exhibit “B.” Specifically, the Master Common Area Property coming within this definition shall mean that portion of the Land anticipated to be enjoyed by all of the Owners of the Land as opposed to common areas within each specific subdivision in THE CROSSING.

“Member” means every person or entity who holds membership in the Master Association and in a specific Subdivision Association.

“Owner” shall mean the person or persons, entity or entities, who, individually or jointly, own record title to a Lot. The term “Owner” shall exclude any person or persons, entity or entities, having an interest in a Lot or any such parcel merely as security for the performance of an obligation. The term “Owner” shall include Declarant if Declarant is a record title owner of a Lot.

“Plat” shall mean any Plat of the Land, or any part thereof, that has heretofore been filed or shall hereafter be filed in the Plat Records of Smith County, Texas.

“Subdivision Association” means the Texas non-profit corporation, its successors and assigns, to be established for the purpose set forth herein, specifically to own and govern each Subdivision Common Area Property.

“Subdivision Common Area Property” shall mean that portion of the Land that shall be owned by each Subdivision Association for the benefit of all of the Owners of the Land located within a specific subdivision, and as to be specifically depicted on final restrictions to be placed of record by Developer as to each subdivision. Specifically, the common area property coming within this definition shall mean that portion of the Land anticipated to be enjoyed only by the Owners of the Land located within a specific subdivision in THE CROSSING.

“THE CROSSING” means master planned commercial and residential community to be developed upon the Land.

ARTICLE II - COVENANTS BINDING ON LAND AND OWNERS

2.01 Land Bound. From and after the date of recordation of this Declaration, the Land shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind and burden the Land.

2.02 Owners Bound. From and after the date of recordation of the Declaration, the Covenants shall be binding upon and inure to the benefit of the Declarant, each Owner, and the heirs, executors, administrators, personal representatives, successors and assigns of the Declarant and each Owner, whether or not so provided or otherwise mentioned in the Deed. Each Owner, his heirs, executors, administrators, personal representatives, successors and assigns, expressly agrees to pay, and to be personally liable for, the Assessments, provided for hereunder, and to be bound by all of the Covenants herein set forth.

2.03 General. No use shall be permitted on the Land which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City of Tyler, Texas or other controlling public authorities. Each Owner, occupant or other user of any portion of the Land, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Land, specifically including, but not limited to, applicable zoning restrictions placed upon the Land as they exist from time to time. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT OF A CONFLICT OF EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL. All of the Land shall be developed in accordance with this Declaration as this Declaration may be amended or modified from time to time as herein provided.

ARTICLE III - IMPOSITION OF LIEN; OWNERS' AGREEMENT

3.01 Imposition of Assessment Lien and Priority of the Lien. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN ARTICLE V, AND TO PAY ANY OTHER CHARGES, OR ASSESSMENTS AS PROVIDED IN THIS DECLARATION, TOGETHER WITH INTEREST, COLLECTION COSTS, COURT COSTS, AND REASONABLE ATTORNEY'S FEES RELATED THERETO, SHALL BE AND IS HEREBY EXPRESSLY SECURED BY A CONTINUING CONTRACTUAL LIEN (THE "ASSESSMENT LIEN") AND CHARGE ON THE LOT COVERED BY SUCH

ASSESSMENTS OR OTHER CHARGES, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid continuing contractual Assessment Lien shall attach to the Lots as of the date of the recording of this Declaration in the Official Public Records of Smith County, Texas, and such Assessment Lien shall be superior to all other liens except as provided in Section 4.03 of this Declaration. Either the Board or Master Association shall have the right to subordinate the aforesaid Assessment Lien to any other lien. The exercise of such right shall be entirely discretionary with the Board or the Master Association. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment Lien is subordinate as provided herein or in Section 4.03 hereof, all Lots are conveyed to, and accepted and held by, the Owner hereof subject to the Assessment Lien provided for in this Section 3.01. To evidence any unpaid Assessments, the Master Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the name of the Owner of and describing the affected Lot. Such notice shall be signed by one (1) of the officers of the Master Association and may, at said Board's sole and exclusive discretion, be recorded in the Official Public Records of Smith County, Texas. The Master Association shall record an appropriate release of any recorded Notice of Unpaid Assessments which the amounts referenced therein have been paid. THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN UPON THE DEFAULTING OWNER'S LOT BY THE MASTER ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS EITHER BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH THE TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. In addition, the Master Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. Furthermore, the Master Association shall have such other rights and remedies as permitted or allowed by applicable law. In any foreclosure proceeding, whether judicial or nonjudicial, or in any suit or other action against, or pertaining to, the Owner, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Master Association. The Master Association shall have the right and power to buy the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same, subject to any statutory right of redemption.

3.02 Owner's Agreement. Each Owner, owning a portion of the Land or of any Lot, for said Owner, and the Owner's heirs, executors, administrators, personal representatives, successors, and assigns, covenants and agrees:

- A. that the Owner acquires the Owner's Lot subject to the Assessments, and the Assessment Lien; and

- B. that by accepting a Deed to the Owner's Lot, the Owner is, shall be, and shall remain personally liable for any and all Assessments assessed against the said Owner's Lot while the said Owner is (or was) the Owner thereof, regardless of whether such covenants or agreements are expressed in such Deed and regardless of whether the said Owner signed the Deed; and
- C. that by accepting a Deed to the Owner's Lot and to secure the Owner's performance hereunder, the Owner conveys the Lot, and all portions thereof, to the Master Association, and its successors and assigns, in Trust, with a power of sale, and warrants and agrees to defend the title to the Lot, and all portions thereof. If the Owner pays all of the Assessments imposed against the Owner's Lot as provided herein, this conveyance in trust shall have no further effect. If the Owner fails to pay any of the Assessments imposed against the Owner's Lot, the Master Association in its capacity as trustee shall have the right to nonjudicially foreclose upon the Assessment Lien granted herein in accordance with and upon compliance with the provisions of the Texas Property Code, as the same may be amended or supplemented from time to time.

ARTICLE IV - ENFORCEMENT OF DECLARATION AND OF ASSESSMENT LIEN

4.01 Enforcement by Developer or Master Association. the Developer or the Master Association, acting either jointly or independently, shall each have the right, jointly or severally, but not the obligation, to enforce the provisions of this Declaration, including, but not limited to, enforcement of the Assessment Lien. Any Owner shall also have the right to enforce this Declaration at the said Owner's sole cost and expense by any appropriate action, whether at law or in equity. Neither the Developer nor the Master Association shall have any liability to any Owner or any other person or entity for failing or refusing to enforce this Declaration.

4.02 Enforcement Remedies. If the Owner of any Lot fails to pay any Assessments assessed, or to pay any interest accrued on any Assessments, or any and all costs (including court costs and attorneys' fees) incurred by either the Developer or the Master Association in collecting same, the Developer and/or the Master Association, as applicable, shall have the right to enforce the payment of the Assessments, and all interest accrued thereon and costs incurred by either the Developer or the Master Association in collecting same, and/or enforce the Assessment Lien by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Developer and the Master Association do not prejudice their exercise of any other remedy):

- A. bring an action at law and recover judgment against the Owner personally obligated to pay the Assessments;

- B. enforce the Assessment Lien against the Lot by any means available at law or in equity, including without limitation a nonjudicial foreclosure sale of the Lot, such sale to be conducted in the manner set forth in 51.022 of the Texas Property Code, as the same may be amended or supplemented from time to time. The Developer or any other Owner may be the purchaser at any such foreclosure sale.

4.03 Subordination of the Assessment Lien to First Mortgage or Deed of Trust. The Assessment Lien provided for herein shall be subordinate to any valid first mortgage lien (purchase money or improvement loan) held by, or deed of trust of which the beneficiary is, an institutional lender which is chartered (or licensed) by the United States or any state within, the United States. Sale or transfer of any Lot shall not affect the Assessment Lien, provided, however, that if the sale or transfer is pursuant to foreclosure of any such superior mortgage lien or deed of trust, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage lien foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot free of the Assessment Lien for all Maintenance Charges that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; but upon the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure, the Assessment Lien immediately shall become and remain superior to any and all other charges, liens, or encumbrances (except lien for taxes or other public charges which by applicable law are expressly made superior and except to the extent stated herein with respect to any subsequent first lien financing), and such mortgage or deed of trust foreclosure sale purchaser or grantee shall take the Lot or Land subject to all Maintenance Charges and Assessments, and the Assessment Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

ARTICLE V - THE ASSOCIATION

5.01 Establishment. The Developer shall have the right to form the Master Association by the filing of the Certificate of Formation of the Master Association with the Secretary of State of the State of Texas. The Master Association has not been established on the date of the filing of this Declaration. The Master Association may be formed by the Declarant after the date on which this Declaration is recorded.

5.02 By-Laws. By-Laws for the Master Association will be established and adopted by the Board of the Master Association.

5.03 Membership. The Developer and each Owner of a Lot, including successive buyers, shall automatically and mandatorily become and be a Member of the Master Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every Member shall have a right at all reasonable times during regular business hours of the Master Association to inspect the books and records of the Master Association.

5.04 Voting Rights. The Master Association shall have two (2) classes of membership to be designated as Class A and Class B.

- A. Class A Members shall be all owners with the exception of the Developer. A Class A Member shall not be entitled to vote until (i) the Developer initially sells all of the Land, or (ii) the Developer files a statement with the Master Association that the Developer will allow the Class A Members to vote. Once the Developer files the statement with the Master Association allowing Class A Members to vote, the statement may not be revoked by the Developer. Each Class A Member shall, once the Class A Members are entitled to vote, be entitled to one (1) vote for each individual Lot owner. When more than one person owns an interest in an individual Lot, all such persons shall be members of the Master Association, however, the one (1) vote voting right for such Lot shall be exercised collectively as the owners of the particular Lot shall between or among themselves determine.
- B. The Developer shall be the Class B Member for so long as it owns any of the Land which has not previously been conveyed by the Developer to an Owner. When any Lot is initially sold by the Developer, the Class B membership with respect to such Lot shall cease and automatically become and be a Class A membership. Unless the Developer files the statement with the Master Association referred to in Section 5.04(A) above, allowing Class A Members to vote, for so long as the Developer owns any Class B membership, the Developer shall be the only Member of the Master Association entitled to vote.
- C. Once the Class A Members are entitled to vote, whether by sale by the Developer of all of the Developer's Lots or by the Developer's filing the statement with the Master Association allowing the Class A Members to vote, the Class B Member shall no longer be entitled to vote as a Member of the Master Association.

5.05 Board of Directors. The Board of the Master Association shall be elected by the Members as provided in the By-Laws. The Board shall conduct the business of the Master Association, except when a membership vote is required by this Declaration, the Certificate of Formation, or the By-Laws.

5.06 Assessments. The development of the Land shall be accomplished in various phases (sometimes referred to as "multiple phases"). Within each phase of the development there shall be individual subdivisions developed, each subdivision to be governed by its own restrictions and the owners of lots within a particular subdivision shall be part of a Subdivision Association existing only for the purpose of said specific subdivision. The Master Association addressed under this Declaration shall govern the Master Common Area Property which property is common to the overall development of

THE CROSSING, it being understood and recognized that there will be other common areas located within each anticipated subdivision which will not be in common with all of the Owners of the Land, said other common areas being referenced in this Declaration as Subdivision Common Area Property. Each Lot is hereby subject to annual and special Master Common Area Property charges and assessments for the purpose of creating a fund to be used for the development, maintenance and care of the Master Common Area Property. It is Developer's intent that such annual and special Master Common Area Property charges and assessments shall be as determined by the Board of the Master Association, and such annual and special Master Common Area Property charges and assessments shall be paid by each Subdivision Association within THE CROSSING in accordance with the procedures that shall be adopted from time to time by the Board of the Master Association. It is further anticipated that such Master Common Area Property charges and assessments shall be assessed as to each Subdivision Association on a formula based upon the number of acres within a specific subdivision as it relates to the overall Land. Specifically, Developer shall, during January of each year, determine the specific assessments of Master Common Area Property charges and assessments on each developed subdivision based on a formula of acreage within a subdivision as it relates to subdivisions developed to date (deemed to have occurred when plat of a subdivision is filed of record in the land records of Smith County, Texas). The annual Master Common Area Property charges and assessments shall be used for development, upkeep, repair and maintenance of the Master Common Area Property. The special charges and assessments shall be used only for the purpose for which they are assessed by the Board of the Master Association which must be related to the development and maintenance of the Master Common Area Property. It is further anticipated that an individual Owner of a Lot shall be paying charges and assessments to the Subdivision Association created for the purpose of governing the Subdivision Common Area Property as to the specific subdivision, and thus the Subdivision Association governing said specific subdivision shall be collecting charges and assessments attributable to the development, upkeep, repair and maintenance of the Subdivision Common Area Property within the specific subdivision and also such subdivision's portion of the Master Common Area Property charges and assessments addressed herein. If an Owner shall own more than one (1) Lot, the Owner shall be responsible for paying the full Master Common Area Property charges and assessments and the full special assessment for each Lot owned by the Owner.

5.07 Conflicts. The Master Association may make whatever rules, regulations and By-Laws it deems necessary or desirable to govern the Master Association and its Members; provided, however, that any conflict between the Master Association's rules, regulations and By-Laws and the provisions of this Declaration shall be controlled by and resolved in favor of this Declaration.

ARTICLE VI - TERMS; AMENDMENTS; TERMINATIONS

6.01 Term; Method of Termination. This Declaration and the Covenants shall be effective upon the date of recordation hereof and, as may be amended from time to time, shall continue in full force and effect to and including December 31, 2037. From and after December 31, 2037, this Declaration, as it may have been amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by at least a simple majority of the Owners (there being only one vote per Lot which shall be exercised collectively by any multiple Owners of interests in any one Lot as they may among themselves determine) casting their votes for termination at a meeting of the Owners held for such purpose within six (6) months prior to the expiration of the initial effective period hereof for any ten (10) year extension.

6.02 Amendments. Until the later of (i) the date on which the Developer shall have initially sold all of the Land, such sales being evidenced by the recording of a Deed from the Developer to the initial buyer of a Lot or other portion or parcel of the Land, or (ii) December 31, 2011, the Developer shall have the right to unilaterally change or amend this Declaration at any time, in any manner, and for any reason or purpose as determined at the sole discretion of the Developer. After all of the Land has been initially sold by Developer, this Declaration may be amended or changed in whole or in part at any time only by the affirmative vote of the then Owners of at least seventy-five percent (75%) of the Lots (each Owner having one vote per Lot owned which shall be exercised collectively by any multiple owners of interests in any one Lot as they may among themselves determine) casting their votes to amend or change this Declaration at a special meeting of the Owners called pursuant to Section 6.03.

6.03 Election Procedures. The affirmative votes required under Sections 6.01 and 6.02 hereof shall be obtained and evidenced by the requisite vote of the Owners present at a meeting of the Owners duly called by at least twenty-five percent (25%) of the Owners or by the Developer pursuant to notice to all of the Owners on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners vote to so amend or terminate this Declaration. No proxy votes shall be allowed or valid. The notice of the meeting must set forth the proposal as to amendment of this Declaration and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or the Developer. In any event, as long as the Developer owns a Lot, a copy of the minutes shall be delivered to the Developer prior to any amendment or change becoming effective.

6.04 Recording Amendments. Upon the amendment or change of this Declaration (and/or the Covenants contained herein) as herein provided, and upon the other conditions set forth in Section 6.01 and Section 6.03 of this Article VI having been satisfied, then each amendment shall be executed by (i) the Developer, its successors or assigns, or (ii) the Owners who voted in favor of the amendment or change, as applicable,

placed in recordable form, and filed of record in the Official Public Records of Smith County, Texas, accompanied by a statement that either (i) the Developer, or (ii) the requisite percentage of Owners, have voted to make such amendment to this Declaration.

6.05 Effect. Upon the filing of an amendment or change in accordance with Section 6.04, this Declaration and the Covenants, as amended, shall remain in full force and effect.

6.06 Other Right of Amendment. Anything in this Article to the contrary notwithstanding, Declarant and/or Developer, their successors and assigns, reserve the right at any time prior to the initial sale of all of the Lots to amend all or any part of this Declaration to such an extent and with such language as may be required by any federal, state, or local agency which requires such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of the Land or any portion thereon. Any such amendment shall be effected by the recordation, by Declarant and/or Developer, their successors or assigns, of a Certificate of Amendment signed by Declarant and/or Developer, their successors or assigns, with proper signature acknowledged, specifying the federal, state, or local governmental agency or the federally chartered lending institution requiring the amendment and setting forth the amendatory language required by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's requirement for such an amendment, and such Certificate, when recorded, shall be binding upon the Land, or the affected portion thereof, and all persons or Owners having an interest in the same. Except as provided in Section 6.02 and Section 6.06 of this Declaration, Declarant and/or Developer shall not have any right to unilaterally amend this Declaration.

ARTICLE VII - RESERVATION OF RIGHT TO RESUBDIVIDE

Subject to the approval of any and all appropriate governmental agencies having jurisdiction over the THE CROSSING or any Lot, Declarant and/or Developer hereby reserve the right at any time while it is the Owner thereof to subdivide or resubdivide, as the case may be, and/or replat, as the case may be, all or any portion of the Land then owned by Declarant and/or Developer without the consent of any Owner.

ARTICLE VIII - MISCELLANEOUS

8.01 Interpretation of Covenants. Except for judicial construction, until the Master Association is incorporated, the Declarant and/or Developer shall have the sole and exclusive right and power to construe and interpret the provisions of this Declaration. Once the Master Association is formed, its Board shall have the exclusive right and power to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a Court of competent jurisdiction, the Declarant's and/or Developer's or the Master Association board's construction or interpretation of the

provisions hereof, as applicable, shall be final, conclusive, and binding as to all persons and property benefitted or bound by this Declaration and the provisions hereof.

8.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other remaining provisions hereof, which remaining provision shall be and remain in full force and effect.

8.03 Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the “lives in being” for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) if applicable, those of the issue of Developer who are living at the time the period of perpetuities starts to run on the challenged interest.

8.04 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

8.05 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Declarant and/or Developer, or the Master Association Board, as applicable, shall have the right to adopt rules and regulations with respect to all other aspects of the rights, activities and duties of the Declarant and/or Developer, or the Master Association Board, as applicable, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

8.06 Disclaimer of Representation. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the Official Public Records of Smith county, Texas, the Declarant and/or Developer make no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Land can or will be carried out.

8.07 Limitation of Liability. In the absence of willful and intentional misconduct attributable to (i) Declarant and/or Developer, their successors or assigns, or (ii) the Master Association Board (and any and all members thereof) neither the Declarant and/or Developer, nor their successors or assigns nor the Master Association Board (nor any member thereof) shall have any liability of any nature whatsoever arising out of or in any manner related to the performance or nonperformance of any of the rights and powers reserved unto Declarant and/or Developer, the Master Association Board, or their successors or assigns, pursuant to this Declaration.

8.08 Successors and Assigns. Any reference in this Declaration to Declarant and/or Developer shall include Declarant's and/or Developer's successors and assigns.

8.09 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders' words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

8.10 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

8.11 Notices. any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to each such person or entity at the address given by such person or entity to the party sending the notice or to the address of the Owner or the office of such person or entity if no address has been given. such address may be changed from time to time by notice in writing.

8.12 Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly subject to all prior recorded documents affecting the Land.

8.13 Enforcement of the Covenants. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions of this Declaration, including any of the Covenants, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

8.14 Non-Waiver. Any failure or delay on the part of either the Declarant and/or Developer, the Board of the Master Association, the Master Association, and/or any Owner (i) to exercise any right, remedy or duty under this Declaration, or (ii) to take any action to enforce the Covenants or the Declaration, with regard to any one matter or situation or group of matters or situations in any manner covered by or arising out of the Covenants or Declaration shall not in any manner be deemed or construed to be a waiver of the same or any subsequent matter or situation or group of matters or situation arising hereunder. No forbearance of any type for any period of time by either the Declarant and/or Developer,

the Board of the Master Association, the Master Association, and/or any Owner shall be in any manner deemed or construed to be a waiver of any right, remedy or duty hereunder, but all such rights, remedies and duties shall continue in full force and effect as if no forbearance has occurred. All owners by accepting a Deed to a Lot hereby expressly covenant, stipulate, acknowledge and agree that (i) he, she or it expressly waives the affirmative defense of waiver with respect to any violation of this Declaration, or any part hereof or covenant herein, and (ii) the affirmative defense of waiver as recognized under the laws of the State of Texas shall not be available to any Owner as a defense to the violation of this Declaration, or any part hereof or covenant herein.

8.15 Liberal Interpretation. this Declaration, and all of the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements, shall be liberally construed to effectuate the purposes of this Declaration.

IN WITNESS WHEREOF, this Declaration has been signed on the _____ day of _____, 2007.

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

LARRY J. TAYLOR

SANDRA C. TAYLOR

WERNER, TAYLOR & WERNER, LLC,
a Texas limited liability company,

By: _____
MICHAEL WERNER, President

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ____ day of _____, 2007 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

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ____ day of _____, 2007 by LARRY J. TAYLOR and wife, SANDRA C. TAYLOR.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ____ day of _____, 2007 by MICHAEL WERNER, President of WERNER, TAYLOR & WERNER, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT**A****TRACT 1:**

BEING 119.715 acres of land situated in the Don Thomas Quevado Seven League Grant A-18 Section-5 and the Thomas Price Survey A-794 Smith County, Texas and being a part of that certain called 116.509 acre tract to Harry S. Phillips recorded in volume 1559, page 860 of the Deed Records of Smith County, Texas and all of that certain called 30 acre tract known as Tract One to Harry S. Phillips recorded in volume 2119, page 662 of said Deed Records and that certain called 31.65 acre tract known as Tract Two to Harry S. Phillips recorded in volume 2119, page 663 of said Deed Records said 119.715 acres to be more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for corner in the North line of said 116.509 acre tract and being at the Southwest corner of said 30 acre tract, Tract One and also being at the Southeast corner of that certain called 49.683 acre tract to Timothy John Beverley recorded in volume 2835, page 248 of said Deed Records;

THENCE N 00°28'17" E with the West line of said 30 acre tract and the East line of said 49.683 acre tract a distance of 1237.55 feet to a 1/2" iron rod found for corner at the Northwest corner of said 30 acre tract and the Northeast corner of said 49.683 acre tract and being in the South line of a called 46.185 acre tract to Joe C. Moore recorded in volume 2482, page 345 of said Deed Records;

THENCE S 89°38'15" E with the North line of said 30 acre tract and the South line of said 46.185 acre tract a distance of 1056.33 feet to a rock found for corner at the Northeast corner of said 30 acre tract and the Southeast corner of said 46.185 acre tract and being in the West line of a called 84 acre tract to H.B. Marsh and A.G. McIlwaine recorded in volume 87, page 262 of said Deed Records;

THENCE S 01°00'18" W with the East line of said 30 acre tract and the West line of said 84 acre tract a distance of 39.72 feet to a 1/2" iron rod set for corner at the Northwest corner of said 31.65 acre tract and being at the Southwest corner of said 84 acre tract;

THENCE S 76°47'26" E with the South line of said 84 acre tract and the North line of said 31.65 acre tract a distance of 1477.42 feet to a 1/2" iron rod set for corner at the Northeast corner of said 31.65 acre tract and being in the Northwest line of a Rails to Trails tract;

THENCE S 40°14'36" W with said Northwest line and the Southeast line of said 31.65 acre tract a distance of 78.24 feet to a 1/2" iron rod set for corner in same;

THENCE S 42°51'18" W with said Southeast line and said Northwest line of said Rails to Trails tract a distance of 2057.97 feet to a 1/2" iron rod set for corner in same and being at the South corner of said 31.65 acre tract and a Northerly Southeast corner of said 116.509 acre tract;

TRACT 1 CONTINUED:

THENCE S 42°58'40" W with a Southeast line of said 116.509 acre tract and the Northwest line of said Rails to Trails tract a distance of 719.64 feet to a 1/2" iron rod set for corner in same and being in the right-of-way of County Road 164 and also being at the Southeast corner of said 116.509 acre tract, same being the Northeast corner of a called 2.941 acre tract to Larry J. Taylor recorded in volume 3317, page 828 of said Deed Records;

THENCE S 89°51'09" W with the South line of said 116.509 acre tract and the North line of said 2.941 acre tract and the North line of a called 11.559 acre tract to George W. Woodcook et ux recorded in volume 2210, page 301 of said Deed Records a distance of 1654.17 feet to a 1/2" iron rod set for corner in same;

THENCE N 00°20'21" E across said 116.509 acre tract a distance of 1245.47 feet to a 1/2" iron rod set for corner in the North line of said 116.509 acre tract and the South line of said 49.683 acre tract;

THENCE N 89°59'27" E with the North line of said 116.509 acre tract and the South line of said 49.683 acre tract a distance of 1083.53 feet back to the place of BEGINNING and containing 119.715 acre tract.

TRACT 2:

BEING 0.186 acres of land situated in the Thomas Price Survey A-794 Smith County, Texas also being all of that certain called 0.18 acre tract described in a deed from Julius M. Sanders to Harry S. Phillips dated August 16, 1984 and recorded in volume 2301, page 354 of the Deed Records of Smith County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" axle w/gear found at the Southwest corner of said 0.18 acre tract and being in the East right-of-way line of an original railroad right-of-way now known as the Rails to Trails property;

THENCE N 42°58'40" E along the West boundary line of said 0.18 acre tract and the East right-of-way line of Rails to Trails a distance of 380.38 feet to a 1/2" iron rod set for corner at the North corner of said 0.18 acre tract and at the intersection of the East right-of-way line of said Rails to Trails property and the Northwest right-of-way line of F.M. 2493;

THENCE S 37°07'39" W along the East boundary line of said 0.18 acre tract and the Northwest right-of-way line of F.M. 2493 a distance of 182.53 feet to the P.C. of a curve to the left whose functions are as follows: Delta angle = 05°54'38", radius = 1,953.67 feet, tangent = 100.85 feet, length = 201.54 feet and a cord which bears S 34°08'51" W 201.45 feet;

THENCE in a Southwesterly direction along said curve to the left a distance of 201.54 feet to a 1" axle found at the Southeast corner of said 0.18 acre tract and being in the Northwest right-of-way line of F.M. 2493;

THENCE N 46°42'05" W along the South boundary line of said 0.18 acre tract and the North boundary line of a called 1.896 acre tract owned by Wayne Moses et ux a distance of 49.53 feet back to the place of BEGINNING and containing 0.186 acres of land.

TRACT 3:

All that certain tract or parcel of land, being 2.941 acres, a part of a called 15.0 acre tract which is in the Northeast part of a called 65 acre tract in **SECTION NO. 5, DON THOMAS QUEAVADO LEAGUE, Abstract No. 18, Smith County, Texas**, and more particularly described as follows, to-wit:

BEGINNING at an iron pipe for corner, the Northeast Corner of the above mentioned 15 acre tract, same being the Northeast Corner of the called 65 acre tract, said Northeast Corner of the 15 acre tract fully described in a Deed from D. L. Buie and wife, Annie Laurie Buie to Alton Buck and wife, Josephine Buck, recorded in Volume 960, Page 438, Deed Records of Smith County, Texas;

THENCE South 43 degrees 05 minutes West with the East Line of the 15 acre tract and the West line of the St. Louis and Southwestern Railroad, called Lufkin Spur, a distance of 442.57 feet to an iron pin for corner in the East line of the 15.0 acre tract and the West line of the Railroad Right of Way;

THENCE North 77 degrees 45 minutes West, 323.11 feet to an iron pin for corner in a pasture;

THENCE North 18 degrees 44 minutes East, 264.90 feet to an iron pin for corner in the North line of the 15.0 acre tract;

THENCE North 89 degrees 36 minutes East with the North line of 15 acre tract, 533.0 feet to the **PLACE OF BEGINNING, Containing 2.941 acres of land.**

TRACT 4:

BEING a 49.61 acre tract in the Don Thomas Quevado, Seven League Grant, Section 5, Abstract No. 18, Tyler, Smith County, Texas and being all of a called 49.61 acre tract as described in a Deed from Timothy J. Beverley, et al to Mollie A. Winston, et al in Volume 7356, Page 374 of the Smith County Land Records and being more completely described as follows:

BEGINNING at a 1/2" iron rod found at the Northeast corner of said 49.61 acre tract, at the Northwest corner of a called 119.715 acre tract described in a Deed from BPG, Inc. to Larry J. Taylor in Volume 3416, Page 128 of said Smith County Land Records, on the South boundary line of a called 46.185 acre tract described in a Deed from M. G. Moore to Joe C. Moore in Volume 1521, Page 511 of said Smith County Land Records, on the South boundary line of Section 6 and the North boundary line of Section 5 of said Don Thomas Quevado, Seven League Grant, Abstract No. 18;

THENCE South 01 degree 43 minutes 49 seconds East, a distance of 1237.25 feet with the East boundary line of said 49.61 acre tract and the West boundary line of said 119.715 acre tract, to a 1/2" iron rod found at the Southeast corner of said 49.61 acre tract and at an interior corner of said 119.715 acre tract;

THENCE South 87 degrees 47 minutes 42 seconds West, a distance of 1083.74 feet with the South boundary line of said 49.61 acre tract and the most Southerly North boundary line of said 119.715 acre tract to a 1/2" iron rod found at the most Southerly Northwest corner of said 119.715 acre tract and the Northeast corner of a called 58.431 acre tract described in a Deed from Gary T. Kimmel, et ux to Gerald Kirkpatrick, et ux in Volume 6084, Page 273 of said Smith County Land Records;

THENCE South 87 degrees 48 minutes 32 seconds West, a distance of 806.92 feet with the South boundary line of said 49.61 acre tract and the North boundary line of said 58.431 acre tract to a 1/2" iron rod found at a T-post at the Southwest corner of said 49.61 acre tract, at the East corner of a called 2.723 acre tract described in a Deed from Robert E. Steel, et ux to Steel Family Trust in Volume 3264, Page 466 of said Smith County Land Records, and at the South corner of a called 1.038 acre tract described in a Deed from John B. Gabriel and wife, Barbara E. Gabriel to William L. Burleson and wife, Juanita M. Burleson in Volume 1750, Page 716 of said Smith County Land Records;

THENCE North 16 degrees 08 minutes 39 seconds East, a distance of 403.99 feet with the West boundary line of said 49.61 acre tract and the East boundary line of said 1.038 tract to a 1/2" iron rod found at the East corner of said 1.038 acre tract and at the South corner of a called 2.676 acre tract described in a Deed from Gregory A. Fraser, et ux to Charles Randal Mase in Volume 5292, Page 193 of said Smith County Land Records;

TRACT 4 CONTINUED:

THENCE North 14 degrees 06 minutes 55 seconds East, a distance of 421.44 feet with the West boundary line of said 49.61 acre tract and the East boundary line of said 2.676 acre tract to a 1/2" iron rod found;

THENCE North 32 degrees 28 minutes 12 seconds West, a distance of 262.88 feet with the West boundary line of said 49.61 acre tract and the Northeast boundary line of said 2.676 acre tract to a 1/2" iron rod found at the North corner of said 2.676 acre tract, also being in the centerline of County Road No. 196, (Old Noonday Road);

THENCE North 48 degrees 26 minutes 45 seconds East, a distance of 376.39 feet with the West boundary line of said 49.61 acre tract and the centerline of said County Road No. 196, (Old Noonday Road), to a 60 penny nail set in same, at the Northwest corner of said 49.61 acre tract, on the North boundary line of Section 5 and the South boundary line of Section 6 of said Don Thomas Quevado, Seven League Grant, Abstract No. 18, from which a 1/2" iron rod found at the Southwest corner of a called 4.746 acre tract described in a Deed from Novella Wright Duggan, et al to Thomas H. Benson in Volume 1992, Page 402 of said Smith County Land Records, bears North 88 degrees 34 minutes 39 seconds East, a distance of 76.29 feet;

THENCE North 88 degrees 34 minutes 39 seconds East, a distance of 879.80 feet with the North boundary line of said 49.61 acre tract, the South boundary line of said 4.746 acre tract, the North boundary line of said Section 5 and the South boundary line of said Section 6 of the Don Thomas Quevado, Seven League Grant, Abstract No. 18, to a fence corner found at the Southeast corner of said 4.746 acre tract and at the Southwest corner of a called 14 and 36/100 acre tract described in a Deed from J. W. Tyner, et ux to Mitzi D. Tyner Parks and Gordon C. Tyner in Volume 4613, Page 137 of said Smith County Land Records;

THENCE North 88 degrees 02 minutes 35 seconds East, a distance of 568.62 feet with the North boundary line of said 49.61 acre tract, the South boundary line of said 14 and 36/100 acre tract, the North boundary line of said Section 5, and the South boundary line of said Section 6 of said Don Thomas Quevado, Seven League Grant, to the PLACE OF BEGINNING containing 49.61 acres of land of which 0.273 of an acre lies within an area calculated 30 feet from the centerline of County Road No. 192, leaving a net acreage of 49.34 acres of land.