



AFTER RECORDING RETURN TO:  
Partners of Benchmark Properties, LP  
2793 Alpine Road  
Longview, Texas 75605

**SUPPLEMENT TO  
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF  
WILLOW CREEK RANCH PHASE III**

STATE OF TEXAS           §  
  §  
COUNTY OF GREGG       §

This Supplement to Declaration of Covenants, Conditions and Restrictions of Willow Creek Ranch, Phase III (this "Supplement") is made effective as of October 27, 2016, by **PARTNERS OF BENCHMARK PROPERTIES, L.P.**, a Texas limited partnership ("Developer"), as follows:

**RECITALS**

A. Developer executed and filed for record that certain Declaration of Covenants, Conditions and Restrictions of Willow Creek Ranch Phase II, dated July 19, 2011, recorded under County Clerk's File No. 201113396, Official Public Records, Gregg County, Texas (the "Restrictions").

B. Developer has filed a subdivision Plat of Willow Creek Ranch Phase III recorded under County Clerk's File No. 201617423, Official Public Records, Gregg County, Texas, and desires to add the land within Willow Creek Ranch Phase III to the Property covered by the Restrictions pursuant to Section 7.10 of the Restrictions in order that the Property within Willow Creek Ranch Phase III will be owned and conveyed subject to the Restrictions, except as amended by this Supplement.

NOW, THEREFORE, Developer hereby supplements the Restrictions pursuant to Section 7.10 of the Restrictions and amends the Restrictions with respect to the Property and Lots within Willow Creek Ranch Phase III as follows:

1. Supplement to Restrictions. Pursuant to Section 7.10 of the Restrictions, the Restrictions are supplemented by adding the land subdivided as Willow Creek Ranch Phase III according to the plat thereof recorded under County Clerk's File No. 201617423, Official Public Records, Gregg County, Texas, which land shall be owned and conveyed subject to the Restrictions, as amended by this Supplement.

2. Amendments to Restrictions. The Restrictions are amended with respect to the land subdivided as Willow Creek Ranch Phase III as follows:

A. Section 1.01 is amended to provide that the name of the Association shall be Willow Creek Ranch Phases II and III Homeowners' Association.

B. Section 2.03 is amended to provide that all dwellings shall be constructed to front the private road that fronts each Lot as shown on the Plat of Willow Creek Ranch Phase III.

C. Section 2.09 is amended to revise the first sentence of Section 2.09 to read as follows:

All Lots must be maintained in a neat and orderly fashion, with all grass mowed as needed to prevent an unsightly appearance as may be determined by the Developer or Association.

D. Section 2.11 is amended to revise the next to the last sentence thereof to read as follows:

“Shadowbox” styled privacy fencing, black wrought iron, and black painted tubular steel or aluminum fencing will be acceptable, and any other type of fence must be approved in writing by Developer in advance of any fencing being constructed or installed.

E. Section 2.14 is amended to read as follows:

No sheep, goats, chickens or other such small animals, including dogs, may be kept, bred, or maintained for any commercial purposes. Large animals such as horses and cattle may be kept on a Lot, but only in such numbers as will avoid grazing the land to bare ground and creating dust and erosion problems, and in no event shall there be more than one large animal per acre of land. No hogs or swine of any kind shall be raised, kept or bred on any Lot. Domestic animals such as dogs and cats are permitted, provided they are kept on Owner's Lot and not permitted off the Owner's Lot except on a leash and accompanied by the Owner. Developer shall have the authority to authorize the capture and removal of any animals running loose in the Subdivision without a leash. Within the sole and absolute discretion and determination of the Developer, offensive or noxious activity of any kind or manner in connection with the keeping of animals on a Lot shall not be permitted.

- F. Section 2.25 is amended to read as follows:

No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. No motor bikes, motorcycles, motor scooters, "go-carts," 4-wheelers or other vehicles shall be permitted to be operated on the Property if such operations, by reason of noise or fumes emitted, or by reason of manner in use, shall constitute a nuisance as determined by Developer or the Association within their sole and absolute discretion.

- G. Section 3.4 is amended to read as follows:

The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas, including all private roads or streets.

- H. Article III is amended to add Section 3.22 reading as follows:

3.22 The Association is responsible for all repairs, maintenance and replacements to the Common Areas including, without limitation, all private roads and streets within the Subdivision. The arrangements for work needed and the payment of expenses for maintaining all Common Areas is the responsibility of the Association.

- I. Article V is amended to add Section 4.03 reading as follows:

4.03 Shared Access Easement - Lots 40 and 41. As shown on the recorded Plat of Willow Creek Ranch Phase III, Lots 40 and 41 include a strip of land shown on the Plat as a "Shared Access Easement" providing access, ingress and egress to and from Willow Creek Ranch Road and Lots 40 and 41. The Owners of Lots 40 and 41 shall each have, and there is hereby reserved for the benefit of each Owner, an easement on, over and across the Shared Access Easement parcel shown on the Plat for ingress, egress and access to and from Willow Creek Ranch Road and each Lot. The Owners of Lots 40 and 41 will be solely responsible for keeping the shared access easement in good repair and condition and each Lot Owner shall be responsible and obligated to pay one-half (1/2) of all costs of necessary repairs and replacements to the Shared Access Easement parcel.

3. Except as amended hereby the Restrictions applicable to the Property shall remain in force and effect in accordance with the original terms and provisions.

4. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED as of the date set forth above.

**DEVELOPER:**

PARTNERS OF BENCHMARK PROPERTIES, L.P.,  
a Texas limited partnership

By: BENCHMARK PROPERTIES, L.C., a Texas  
limited liability company, its General Partner

By: [Signature]  
Hank Boswell, President and Member

By: [Signature]  
Bob Farrell, Secretary and Member

STATE OF TEXAS §

COUNTY OF GREGG §

This instrument was acknowledged before me on the 27 day of October, 2016, by HANK BOSWELL, President and Member of BENCHMARK PROPERTIES, L.C., a Texas limited liability company, as General Partner of PARTNERS OF BENCHMARK PROPERTIES, L.P., a Texas limited partnership, on behalf of said limited partnership.

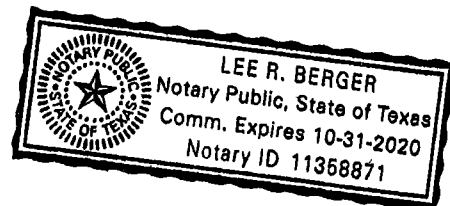
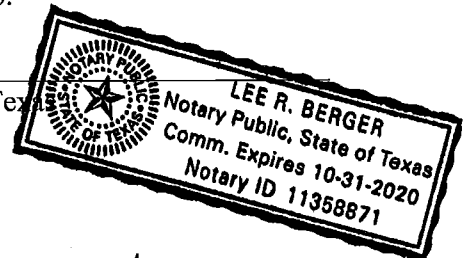
[Signature]  
Notary Public, State of Texas

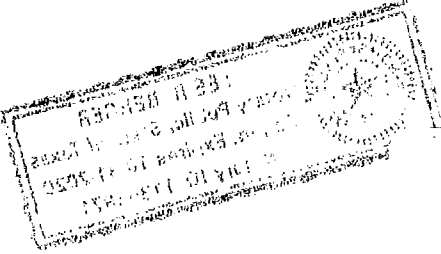
STATE OF TEXAS §

COUNTY OF GREGG §

This instrument was acknowledged before me on the 27 day of October, 2016, by BOB FARRELL, Secretary and Member of BENCHMARK PROPERTIES, L.C., a Texas limited liability company, as General Partner of PARTNERS OF BENCHMARK PROPERTIES, L.P., a Texas limited partnership, on behalf of said limited partnership.

[Signature]  
Notary Public, State of Texas





**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Connie Wade*

Connie Wade, County Clerk  
Gregg County Texas

October 31, 2016 04:34:00 PM

FEE: \$28.00  
RESTRICTIONS

**201617427**

