

ANNEX  
X

After Recording Return To:  
Sam Yager Incorporated  
Attn: Stephen Jones  
1500 City West Boulevard, Suite 400  
Houston, Texas 77042

**ANNEXATION AND SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKECREST FOREST SECTION FIVE (5)**

THE STATE OF TEXAS     §  
                                  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS     §

WHEREAS, Porter Road, Ltd., a Texas limited partnership (the "Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for Lakecrest Forest dated June 27, 2006 (the "Declaration"), filed under Clerk's File No. Z416604, and recorded in the Official Records of Real Property of Harris County, Texas (the "Official Records"), which subjected certain land described therein and commonly known as the Lakecrest Forest, Section One (1) subdivision and any other property hereafter annexed into the jurisdiction of the Association to covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, pursuant to Article X, Section 7 of the Declaration, the Declarant has the unilateral right and authority to annex additional properties into the Lakecrest Forest and Village Homeowners Association, Inc., a Texas non-profit corporation (the "Association"); and

WHEREAS, Declarant wishes to annex Lakecrest Forest, Section Five (5), a subdivision of land in Harris County, Texas according the map or plat thereof filed under Clerks' File No. 20140194277 and recorded in the Plat Records of Harris County, Texas (the "Annexed Property" or "Section 5 Subdivision"), into the jurisdiction of the Association and to subject such Annexed Property to all the restrictions set forth in the Declaration (as may be amended from time to time) as well as the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

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NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby annexes the Annexed Property into the jurisdiction of the Association and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in the Declaration.

FURTHERMORE, Declarant hereby declares that the Annexed Property shall be held, transferred, sold, conveyed, used and occupied subject to not only the provisions of the Declaration, but also the following covenants, conditions and restrictions which shall run with the land and be

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binding on all parties having any right, title or interest in the Annexed Property or any part thereof, their heirs, successors and assigns, and may be enforced by the Association or by any Owner, and which shall inure to the benefit of each Owner thereof, to wit:

ARTICLE I  
DEFINITIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined herein shall have the meanings ascribed to them in the Declaration.

ARTICLE II  
RATES OF ASSESSMENTS

Subject to the further provisions of the Declaration, both annual and special assessments on all Lots in the Section 5 Subdivision, including Lots owned by a Builder, shall be fixed at uniform rates of one-hundred percent (100%) of the assessment and shall commence to bear their assessment simultaneously with all Lots in the Properties (as defined in the Declaration); provided, however, Lots in the Section 5 Subdivision owned by the Declarant shall not be assessed. The assessment for an individual Lot in the Section 5 Subdivision, within a calendar year, shall change as the ownership of such Lot passes from the Declarant, and the assessment for such Lot shall be prorated according to the applicable rate during each type of ownership.

ARTICLE III  
ARCHITECTURAL RESTRICTIONS

1. Living Area Requirements. The total living area of each single family dwelling, exclusive of open porches, garages, and carports or parking spaces, shall be not less than sixteen hundred (1600) square feet, unless otherwise approved by the ARC. There shall be no maximum square footage restrictions on the single family dwellings constructed in the Annexed Property.

2. Location of Residence on Lot. No residence or garage on a Lot shall be located on any Lot nearer to a Street or lot line than the minimum building setback lines shown on the plat containing such Lot and no building shall be located on any utility easement. Unless otherwise approved by the ARC, no building shall be located nearer than five (5) feet to an interior lot line, except a detached garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be located within three (3) feet of an interior lot line if the garage on the adjacent Lot is located so that there is a minimum separation of ten (10) feet. The ARC shall have the right in its sole discretion to determine the location of any residence, garage or other permitted accessory building on a Lot from the rear lot line. For the purposes of this section, roof overhangs, steps, patios and driveways shall not be considered as a part of a building.

With the approval of the ARC, an Owner of one or more adjoining Lots may consolidate such Lots into a single building site with the privilege of placing or constructing improvements across the common lot line, in which case the side setback lines shall be measured from the resulting side property lines rather than from the Lot lines indicated on the plat. Such consolidated Lots shall continue to be assessed by the Association as two (2) Lots unless or until such Lots are replatted as a single Lot.

3. Fences. All fences to be constructed by a Builder on a Lot within the Annexed Property shall be not less than six (6) feet in height, shall be constructed of cedar wood or other material approved by the ARC, and shall be constructed so that the structural supports are not facing any public areas, including, but not limited to, any Street, pipelines, common areas or any other open space, as well as not facing any areas outside the boundaries of the Properties within the jurisdiction of the Association. All picket widths shall be six (6) inches and consistent throughout the Annexed Property. All fences on any Lot within the Annexed Property shall fully enclose the rear yard of such Lot and shall be extended at least to the rear of the residence constructed on such Lot to enclose the backyard.

#### ARTICLE IV GENERAL PROVISIONS

1. Amendment. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Annexed Property. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Annexed Property by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended at any time by an instrument executed by the President or Vice President of the Association (after approval by the Board of Directors) and the Owners of a majority of the Lots within the Annexed Property and recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by Declarant as long as it owns any Lot in the Annexed Property.

This Supplemental Declaration may be amended unilaterally at any time and from time to time by the Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Supplemental Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Supplemental Declaration; (d) to correct any error or omission or to clarify any ambiguity herein; (e) as may be necessary to enable one or more Lots in the Annexed Property to be used for model residence purposes or the marketing

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of residences in the Properties or (f) for any other purpose if no other Owner is materially affected by the amendment or consents to the amendment.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

3. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

4. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

EXECUTED this 27<sup>th</sup> day of May, 2014.

PORTER ROAD, LTD.,  
a Texas limited partnership

2OR

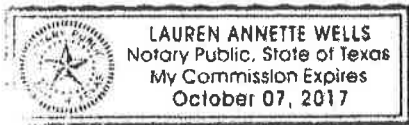
By: Heritage Point Landing, LLC,  
its general partner

By: [Signature]  
Sam H. Yager, III, Manager

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the 27<sup>th</sup> day of May, 2014 by Sam H. Yager, III, Manager of Heritage Point Landing, LLC, which is the general partner of Porter Road, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Seal]



Lauren Annette Wells  
NOTARY PUBLIC IN AND FOR  
THE STATE OF T E X A S  
Printed name of notary:  
Lauren Annette Wells  
Commission expires: October 7, 2017

**JOINDER OF LIENHOLDER**

**TEXAS CAPITAL BANK** joins herein for the purpose of acknowledging, subordinating, and agreeing to the stipulations set forth in the **ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKECREST FOREST SECTION FIVE (5)** to which this Joinder of Lienholder is attached and hereby ratifies and confirms that the liens it holds on Section 5 Subdivision as defined in the Annexation are subordinate to the covenants, conditions and restrictions imposed by the Declaration with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in the Declaration.

SIGNED AND ATTESTED by the undersigned officers of **TEXAS CAPITAL BANK** heretofore authorized this 2<sup>nd</sup> day of April 2014.

**TEXAS CAPITAL BANK**

By:

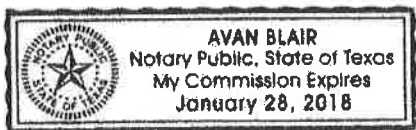
  
Jerry Schillaci, Senior Vice President

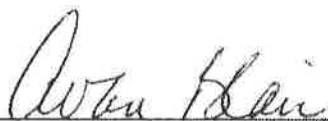
THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 2<sup>nd</sup> day of April, 2014, by Jerry Schillaci, Senior Vice president of TEXAS CAPITAL BANK, on behalf of said entity.



  
Notary Public in and for the State of Texas

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05/28/2014 10:37:45 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 32.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS