

ANNEX
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LAKECREST VILLAGE

LAKECREST VILLAGE SECTION FIVE (5)

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Declaration of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions

ER 071-25-0462

www.LakecrestVillage.net

These governing documents may be subject to change, amendment, and/or supplement from time to time and without advance notice. It is the obligation of the recipient of this information to ensure that they obtain the most recent version, amendment, supplement and/or revision of this information prior to use for any purpose. This information has been posted as a courtesy without representation or warranty of any kind (express or implied) by any party for any purpose.

Conditions and Restrictions at any time, in Declarant's sole and absolute discretion. Further, as long as the Declarant owns real property encumbered by the Declaration, Owners may not amend this Declaration of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions without the Declarant's prior written consent.

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 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. In addition, the following terms shall mean and refer to the following:

1. "Front Yard" shall mean and refer to (a) as to interior Lots, the front yard area of the residence between the street (on the one hand) and the front of the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the residence between the street (on the one hand) and the front of the dwelling exterior and fence (on the other hand), and that portion of the side yard area exposed to the street, between the street (on the one hand) and the front of the dwelling exterior and fence (on the other hand), but excluding patios, courtyards and fenced areas, unless otherwise defined by the Board.

2. "Front Yard Maintenance" shall mean and refer to normal and routine maintenance of Front Yards by the Association, as determined from time to time by the Board, in its sole discretion, which may include but not be limited to (a) mowing and edging Front Yards, (b) trimming Front Yards with lawn maintenance equipment, and (c) fertilizing, and applying insect control chemicals to Front Yards. The term "Front Yard Maintenance" shall not, in any event, include the trimming of trees, planting of shrubbery, grass, trees or other landscaping, installing or maintaining irrigation systems, or any other maintenance or service determined by the Board not to be within normal and routine maintenance of Front Yards. Front Yard Maintenance by the Association is at the sole discretion of the Board, and such Front Yard Maintenance, if any, is subject to the payment of a specific assessment by the Owner hereunder.

ARTICLE II **ANNUAL AND SPECIAL ASSESSMENTS**

Subject to the further provisions of the Declaration, both annual and special assessments on all Lots in the Lakecrest Village, Section 5 Subdivision, including Lots owned by a Builder, shall be fixed at a uniform rate 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 Lakecrest Village, Section 5 Subdivision owned by the Declarant shall not be assessed. The assessment for an individual Lot in the Lakecrest Village, 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
SPECIFIC ASSESSMENTS

1. Types. In addition to the annual assessments or charges and the special assessments for capital improvements, each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in the deed or other evidence of conveyance, is deemed to covenant and agree to pay the Association a specific assessment. Specific assessments must be assessed against individual Lots and the Owner(s) thereafter at the time liability for same accrues as follows:

a. Front Yard Maintenance. In the event Front Yards are maintained by the Association, as determined by the Board on an annual basis, in its sole discretion, each Owner must tender to the Association the cost to the Association of the Front Yard Maintenance within fifteen (15) days of receipt of a statement from the Board requesting payment therefore. The Board may require payment for Front Yard Maintenance in advance. In the event the Board decides, in its sole discretion, that the Association will perform the Front Yard Maintenance, and notwithstanding such Front Yard Maintenance, Owners are responsible for all maintenance of the Front Yard not performed by the Association and understand and agree that Front Yard Maintenance, if any, may not cover all items in need of routine maintenance in the Front Yard and that the Owner of the Lot is responsible for such maintenance. Each Owner shall be obligated to immediately advise the Board from time to time in writing of any adverse condition or problem affecting or relating to the Front Yard Maintenance conducted for such Owner as a condition precedent to any obligation of the Association to correct such adverse condition or problem. In the event that the Board shall at any time determine, in its sole discretion, that the correction of any adverse condition or problem relating to any Front Yard Maintenance was caused by the Owner of the Lot, then the costs of such maintenance and correction, if requested by such Owner and carried out by the Board, shall be charged to such Owner by the Board and shall be payable by such Owner within fifteen (15) days after receipt of a statement from the Board requesting payment therefore. Under no circumstance shall any director or any officer or agent of the Association be liable to any Owner for any action or inaction of the Board with respect to any Front Yard Maintenance, and each Owner hereby releases and relinquishes forever any claims, demands or actions which such Owner may at any time have or be deemed to have against the Board, any director or the Association with regard to Front Yard Maintenance, whether arising out of the alleged negligence, misfeasance, malfeasance (but not gross negligence or willful misconduct) of any agent of the Association, any officer of the Association or any director. FURTHER, EACH OWNER HEREBY RELEASES DECLARANT AND THE ASSOCIATION FROM, AND EACH OWNER MUST HEREAFTER INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS DECLARANT AND THE ASSOCIATION, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS,

REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST, ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, INJURY, DEATH, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF THE FRONT YARD MAINTENANCE.

(b) Interest. Interest compounded monthly from the due date of the specific assessment at the rate of the lesser of eighteen percent (18%) per annum or the maximum legal rate will be charged on all delinquent specific assessments, which are not paid in full within thirty days after the due date.

(c) Late Charges. A late charge in the amount of FIFTY DOLLARS (\$50.00) or twenty-percent (20%) of the amount due, whichever is greater, is hereby imposed as to any specific assessment which is not paid in full within thirty (30) days after payment of same is due.

(d) Compliance Costs. All expenses reasonably attributable to or incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Supplemental Declaration, the Declaration or other governing documents of the Association must be assessed against the Owner who occasioned the incurrence of such expenses, including reasonable attorney's fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction.

2. Waiver. Failure of the Association to impose or collect any specific assessment is not grounds for any action against the Association, or any director, officer, agent or employee thereof) and does not constitute a waiver of the Association's right to exercise its authority to collect any specific assessments in the future. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any specific assessment; provided, any such waiver is conditioned upon payment in full of all remaining monetary obligations then owed to the Association or receipt of written commitment that same will be paid within a specified period of time.

3. Lien for Specific Assessments.

All specific assessments assessed against any Lot pursuant to this Supplemental Declaration are secured by a continuing lien on such Lot in favor of the Association and by acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association's lien. The recordation of this Supplemental Declaration constitutes record notice and perfection of the Association's continuing lien, effective from the date of recordation of this Supplemental Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever is required to establish or perfect such lien. To further evidence such lien, the Association may, but is not required to, prepare and file in the Official Public Records of Real Property of Harris County, Texas, written notice of default in payment of assessments in such form as the Board may direct. The specific assessment may be collected by the Association in the same manner as annual or special assessments under the Declaration, including but not limited to the Association exercising its power

of sale and non-judicially foreclosing its lien securing the specific assessment as more fully set forth in Article IV, Section 8 of the Declaration. Further, Article IV, Section 9 of the Declaration regarding the subordination of the Association's lien shall also apply to the lien securing the payment of the specific assessments.

4. Association and ARC Blanket Access Easement. The Association and the ARC have a continuing non-exclusive easement upon, over, under and across each Lot to the extent reasonably necessary for the performance of any of the functions or duties of the Association or ARC or exercise of any of their rights under this Declaration, including but not limited to the Association's right, but not the obligation, to perform the Front Yard Maintenance.

ARTICLE IV 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 as set forth in the Architectural Guidelines for Lakecrest Village, Section 5.

2. ARC Consultants. The ARC may employ one or more architects, engineers, attorneys or other consultants, as approved by the Board, to assist the ARC in carrying out its duties, and the Association shall pay such consultants for services rendered to the ARC. Members of the ARC may also be reimbursed for mileage, overhead costs and reasonable expenses in such manner and in such reasonable amounts as may be approved by the Board.

3. 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.

4. Fences. All fences, unless otherwise noted in the ARC guidelines, 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. Fence types are subject to the ARC guidelines for Lakecrest Village.

ARTICLE V
LEASING RESTRICTIONS

NO ADVERTISING, SIGNAGE OR OTHER DISPLAY IS ALLOWED IN THE SUBDIVISION OR UPON ANY LOT CONCERNING PROPERTY BEING "FOR LEASE" OR "FOR RENT". VIOLATIONS ARE SUBJECT TO DAILY FINES AS SET FORTH HEREIN. No Lot may be leased other than for use as a single family residence as herein provided and defined. No Owner may lease a Lot and attendant use of the residence and improvements thereon for transient or hotel purposes. No Owner may lease less than an entire Lot and attendant use of the residence and improvements thereon. All leases: (i) must be in writing; and (ii) are specifically subject in all respects to all provisions of this Supplemental Declaration, the Declaration and all other governing documents of the Association (whether or not expressly stated in the lease), and any failure by lessee to comply with this Supplemental Declaration, the Declaration or any other governing documents of the Association will be a default under the lease. The Owner must notify the Association in writing when the Lot is leased and provide the Association with the Owner's new address.

ARTICLE VI
FINES

After notice and opportunity to be heard, fines may be imposed as specific assessments by the Board for any violation of this Declaration or other governing documents except non-payment of assessments. Except as otherwise provided by applicable rules and regulations, the Board shall fix the amount of a fine for each violation on a case by case basis. Before any fine is imposed, the Owner must be given written notice allowing not less than ten days to cure the violation(s); provided, any fine may be imposed at the time of giving notice if written notice has been given to the Owner of a similar violation within the preceding twelve (12) month period.

ARTICLE VII
SALES ACTIVITIES

DECLARANT, AND ANY BUILDER SO AUTHORIZED BY DECLARANT, HAVE THE RIGHT TO TRANSACT ANY BUSINESS AND CONDUCT ANY ACTIVITIES REASONABLY NECESSARY FOR THE DEVELOPMENT OF THE ANNEXED PROPERTY (INCLUDING ALL DEVELOPMENTAL ACTIVITIES, AND FOR THE SALE OR RENTAL OF LOTS AND SINGLE FAMILY RESIDENCES TO BE CONSTRUCTED WITHIN THE ANNEXED PROPERTY UNTIL COMPLETION OF THE INITIAL SALE OF ALL LOTS OWNED BY DECLARANT OR A BUILDER. THE RIGHTS OF DECLARANT (AND ANY AUTHORIZED BUILDER) AS

AFORESAID SHALL INCLUDE, WITHOUT LIMITATION OF THE FOREGOING, THE RIGHT TO MAINTAIN MODELS, TO HAVE, PLACE AND MAINTAIN SALES AND PROMOTIONAL SIGNS, FLAGS, BANNERS AND SIMILAR PROMOTIONAL DEVICES WITHIN THE ANNEXED PROPERTY, TO CONDUCT FROM TIME TO TIME AN "OPEN HOUSE" AND SIMILAR EVENTS FOR REALTORS AND OTHER PERSONS WHICH MAY INCLUDE WITHOUT LIMITATION LEAVING LIMITED ACCESS GATES (IF ANY) OPEN FOR PERIODS OF TIME OR OTHERWISE PROVIDING FOR OR PERMITTING ACCESS TO THE ANNEXED PROPERTY BY PROSPECTIVE PURCHASERS, REALTORS AND OTHER PERSONS AS DETERMINED BY DECLARANT, AND TO USE FOR DEVELOPMENT, SALES AND/OR PROMOTIONAL PURPOSES, ALL OR ANY PART OF ANY LOT, OR RESIDENCE OR OTHER IMPROVEMENTS LOCATED THEREON, WHICH IS OWNED BY DECLARANT OR A BUILDER. DURING THE DEVELOPMENT PERIOD ONLY, DECLARANT MAY ALSO USE FOR DEVELOPMENT, SALES AND/OR PROMOTIONAL PURPOSES, AND WITHOUT CHARGE, ANY COMMON AREA (INCLUDING FACILITIES THEREON). NOTWITHSTANDING ANYTHING CONTAINED HEREIN, DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND OF ANY BUILDER OR SUCH BUILDER'S WORK PRODUCT OR OTHERWISE.

ARTICLE VIII
GENERAL PROVISIONS

1. Applicability. Each Owner and each Owner's tenants, by acquisition of any right, title or interest in any Lot, covenant and agree to be bound by and to strictly comply with all restrictions, covenants, conditions and easements set forth in this Supplemental Declaration, the Declaration and all other governing documents of the Association as same may from time to time or at any time be hereafter amended. The foregoing provisions apply regardless of whether or not any such documents are filed in the Official Public Records of Real Property of Harris County, Texas, or any other public records except as otherwise expressly required by this Supplemental Declaration or by law.

2. 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 of residences in the Properties or (f) for any other purpose.

3. 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.

4. 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.

5. 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.

6. NO REPRESENTATIONS OR WARRANTIES; INDEMNIFICATION.

(A) NO COVENANTS, DUTIES, REPRESENTATIONS, GUARANTIES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR BY OPERATION OF LAW, AND INCLUDING EXCLUSION OF ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE, SHALL BE DEEMED TO BE GIVEN OR MADE BY DECLARANT, OR DECLARANT'S OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, BY ANY PROVISIONS OF THIS SUPPLEMENTAL DECLARATION, THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS OF THE ASSOCIATION REGARDING ANY DEVELOPMENT ACTIVITIES OR OTHERWISE. WITHOUT LIMITATION OF THE FOREGOING, DECLARANT EXPRESSLY DISCLAIMS ALL COVENANTS, REPRESENTATIONS, DUTIES GUARANTIES AND WARRANTIES, EXPRESS AND IMPLIED, AND BY OPERATION OF LAW (I) AS TO ANY FUTURE DEVELOPMENT, (II) FOR MANAGEMENT OR SUPERVISION OF BUILDING, CONSTRUCTION AND ALL OTHER WORK BY ANY BUILDER, VENDOR OR SUPPLIER NOT DIRECTLY EMPLOYED BY DECLARANT, INCLUDING ANY DUTY TO ENFORCE ANY PROVISIONS OF THE SUPPLEMENTAL DECLARATION, THE DECLARATION OR OTHER GOVERNING DOCUMENTS AS TO ANY SUCH PARTY, (III) THE NATURE, CONDITION, APPEARANCE, USE AND ALL OTHER MATTERS PERTAINING TO ANY PROPERTIES ADJACENT TO OR IN THE AREA OF THE ANNEXED PROPERTY, OR WHICH ARE NOT OTHERWISE SUBJECT TO THE SUPPLEMENTAL DECLARATION, THE DECLARATION OR OTHER GOVERNING DOCUMENTS, INCLUDING WITHOUT LIMITATION ANY OBLIGATION NOW OR IN THE FUTURE TO INCLUDE IN THE PROPERTIES OR IN ANY MANNER TO OTHERWISE SUBJECT ANY SUCH PROPERTIES

TO ANY PROVISIONS OF THE SUPPLEMENTAL DECLARATION, THE DECLARATION OR OTHER GOVERNING DOCUMENTS, (IV) THE MANAGEMENT OR OPERATION OF THE ASSOCIATION, (V) AS TO ENFORCEMENT OF ANY PROVISIONS OF THE SUPPLEMENTAL DECLARATION, THE DECLARATION OR OTHER GOVERNING DOCUMENTS AS TO ANY OWNER, TENANT OR ANY OTHER PERSON, AND (VI) AS TO ANY ENVIRONMENTAL HAZARDS OR CONDITIONS AFFECTING THE ANNEXED PROPERTY, INCLUDING ALL LOTS, COMMON AREA AND RESERVES OR AFFECTING ANY AREA OR ADJACENT PROPERTIES. IT BEING EXPRESSLY SATISFIED AND AGREED THAT SUCH ENFORCEMENT IS AT ALL TIMES THE SOLE RESPONSIBILITY OF THE ASSOCIATION AND/OR ANY AFFECTED OWNER.

(B) IN ADDITION TO AND WITHOUT LIMITATION OF ANY OTHER PROVISION HEREOF, THE ASSOCIATION AND EACH OWNER HEREBY RELEASES DECLARANT FROM, AND THE ASSOCIATION AND EACH OWNER MUST HEREAFTER INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS DECLARANT, AND DECLARANT'S EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST, ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, INJURY, DEATH, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANYWAY RELATING TO, CONNECTED WITH OR ARISING OUT OF ANY OF THE MATTERS RELATING TO THIS SECTION OR WHICH MAY ARISE DURING THE USE OF THE COMMON AREA, INCLUDING WITHOUT LIMITATION THE COST OF ANY REMOVAL OF HAZARDOUS SUBSTANCES OR CONTAMINANTS OF ANY KIND FROM THE ANNEXED PROPERTY AND ANY OTHER REMEDIAL COSTS REGARDING ANY ENVIRONMENTAL HAZARD OR CONDITION, OR THE OWNERSHIP, LEASING, USE, CONDITION, OPERATION, MAINTENANCE OR MANAGEMENT OF THE ANNEXED PROPERTY, REGARDLESS OF WHETHER THE SAME ARISES OR ACCRUES DURING OR AFTER TERMINATION OF THE DEVELOPMENT PERIOD. THE PROVISIONS OF THIS SECTION CONSTITUTE A COVENANT OF RELEASE AND INDEMNIFICATION RUNNING WITH THE LAND (INCLUDING EACH LOT AND ALL COMMON AREA, AND IS BINDING UPON EACH OWNER AND THEIR TENANT, AND THEIR RESPECTIVE FAMILY OR OTHER HOUSEHOLD MEMBERS, SUCCESSORS IN TITLE OR INTEREST, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

(C) EACH OWNER HEREBY RELEASES DECLARANT AND THE ASSOCIATION FROM, AND EACH OWNER MUST HEREAFTER INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS DECLARANT AND THE ASSOCIATION, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST, ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, INJURY, DEATH, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANYWAY RELATING TO, CONNECTED WITH OR ARISING OUT OF ANY GATE SYSTEM, (IF ANY), OR OTHER FACILITIES, RESTRICTION OR REGULATION OF ACCESS, LEAVING THE

GATE SYSTEM IN THE OPEN POSITION, MALFUNCTION IN THE GATE SYSTEM, SIGNAGE, OR LACK OF SIGNAGE. THIS RELEASE PROVISION IS INTENDED TO RELEASE DECLARANT AND THE ASSOCIATION AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT EVEN WHEN DECLARANT AND THE ASSOCIATION AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT.

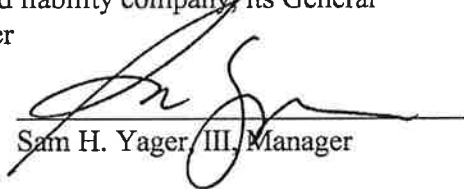
5. ONE YEAR MAXIMUM LIMITATIONS PERIOD. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE SUPPLEMENTAL DECLARATION, THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS OF THE ASSOCIATION AND REGARDLESS OF WHETHER THE DISPUTE ARISES DURING OR AFTER THE DEVELOPMENT PERIOD. SUIT REGARDING ANY DISPUTE MUST BE FILED IN A COURT OF COMPETENT JURISDICTION NOT LATER THAN ONE YEAR AFTER THE DAY THE CAUSE OF ACTION ACCRUES.

EXECUTED this 29 day of June, 2015.

PORTER ROAD, LTD., a Texas limited partnership

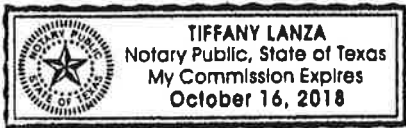
2OR

By: Heritage Point Landing, LLC, a Texas limited liability company, its General Partner

By: 
Sam H. Yager, III, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29 day of June, 2015, by Sam H. Yager, III, Manager of Heritage Point Landing, LLC, a Texas limited liability company, the general partner of Porter Road, Ltd., a Texas limited partnership, on behalf of said limited partnership.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ER 071-25-0472

AFTER RECORDING RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, Texas 77056

ER 071-25-0473

ER 071-25-0474

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$60.00

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