



Lakecrest Forest  
Lakecrest Village



## LAKECREST FOREST

# AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKECREST FOREST SECTION TWO (2)

[www.LakecrestForest.net](http://www.LakecrestForest.net)

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**AMENDMENT TO SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKECREST FOREST SECTION TWO (2)**

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

WHEREAS, Porter Road, Ltd., a Texas limited partnership (the "Declarant") executed that certain Lakecrest Forest and Village Homeowner's Association Declaration of Covenants, Conditions and Restrictions for Lakecrest Forest dated June 27, 2006 and filed under Clerk's File No. Z416604 and recorded in the Official Public Records of Harris County, Texas (the "Declaration"), which subjected certain land described therein to covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration;

WHEREAS, Declarant executed that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Lakecrest Forest Section Two (2) dated August 28, 2008 and filed under Clerk's File No. 20080458319 and recorded in the Official Public Records of Harris County, Texas (the "Supplemental Declaration"), which subjected Lakecrest Forest, Section Two (2), a subdivision of land in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. 20080262814 and recorded in the Plat Records of Harris County, Texas ("Section 2 Subdivision") to covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as well as imposed additional covenants, conditions and restrictions on Lots within the Section 2 Subdivision set forth in the Supplemental Declaration;

WHEREAS, Section 1 of Article III of the Supplemental Declaration provides that the Supplemental Declaration may be amended by the President or Vice President of the Association (after approval by the Board of Directors), the Owners of a majority of the Lots (as defined in the Declaration) within the Section 2 Subdivision and the Declarant as long as it owns any Lot in the Section 2 Subdivision; and

WHEREAS, Declarant owns all of the Lots in the Section 2 Subdivision which are subject to the Declaration and the Supplemental Declaration, and wishes to amend the Supplemental Declaration as hereinafter specified.

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the President or Vice President of the Association and the Declarant hereby amend the Supplemental Declaration as follows:

1.     Rates of Assessment. Subject to the further provisions of the Declaration, both annual and special assessments on all Lots in the Section 2 Subdivision, including Lots owned by a Builder, shall be fixed at uniform rates 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 2 Subdivision owned by the Declarant shall not be assessed. The assessment for an individual Lot in the Section 2 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.

2. Conflict. In the case of a conflict between the provisions of the Declaration and the provisions of the Supplemental Declaration, as amended by this Amendment, the provisions of the Supplemental Declaration shall control.

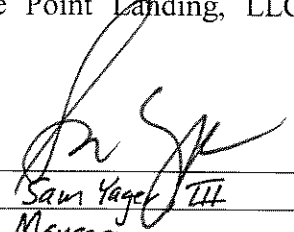
3. Except as expressly amended hereby, the Declaration is not affected hereby and the same is ratified as being in full force and effect. Capitalized terms used and not defined herein having the meanings specified in the Declaration.

Executed to be effective for all purposes as of the 26<sup>th</sup> day of May, 2009.

DECLARANT:

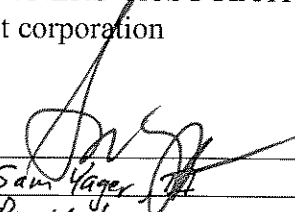
PORTER ROAD, LTD., a Texas limited partnership

By: Heritage Point Landing, LLC, its general partner

By:   
Name: Sam Yager III  
Title: Manager

ASSOCIATION:

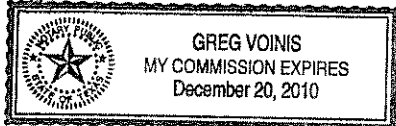
LAKECREST FOREST AND VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation


By:   
Name: Sam Yager III  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on May 26, 2009 by Sam 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)

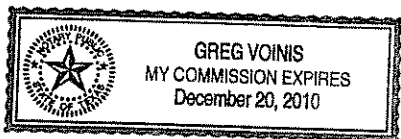



  
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Notary Public - State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on May 26, 2009 by Sam Yager, III, President of Lakecrest Forest and Village Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)



  
\_\_\_\_\_  
Notary Public - State of Texas

**JOINDER OF LIENHOLDER**

The undersigned, **RBC Bank (USA)**, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Amendment to Supplemental Declaration and defined as the "**Lakecrest Forest, Section Two (2)**" in said Amendment to Supplemental Declaration, as such mortgagee and Lienholder, does hereby consent to and join in said Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Lakecrest Forest – Section Two (2).

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and lien shall hereafter be upon and against the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the provisions of the Supplemental Declaration hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of RBC Bank (USA) heretofore authorized this 27<sup>th</sup> day of May 2009.

RBC BANK (USA)

By: [Signature]

Name: David J. Bourg

Title: Vice President

THE STATE OF Texas

§

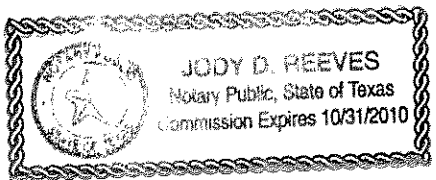
COUNTY OF Harris

§

§

Before me, the undersigned authority, on this day personally appeared David J. Bourg, Vice President of RBC BANK (USA), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 27<sup>th</sup> day of May 2009.



[Signature]  
Notary Public in and for the State of Texas

**AMENDMENT TO SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKECREST FOREST SECTION TWO (2)**

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

WHEREAS, Porter Road, Ltd., a Texas limited partnership (the "Declarant") executed that certain Lakecrest Forest and Village Homeowner's Association Declaration of Covenants, Conditions and Restrictions for Lakecrest Forest dated June 27, 2006 and filed under Clerk's File No. Z416604 and recorded in the Official Public Records of Harris County, Texas (the "Declaration"), which subjected certain land described therein to covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration;

WHEREAS, Declarant executed that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Lakecrest Forest Section Two (2) dated August 28, 2008 and filed under Clerk's File No. 20080458319 and recorded in the Official Public Records of Harris County, Texas (the "Supplemental Declaration"), which subjected Lakecrest Forest, Section Two (2), a subdivision of land in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. 20080262814 and recorded in the Plat Records of Harris County, Texas ("Section 2 Subdivision") to covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as well as imposed additional covenants, conditions and restrictions on Lots within the Section 2 Subdivision set forth in the Supplemental Declaration; 1EE

WHEREAS, Section 1 of Article III of the Supplemental Declaration provides that the Supplemental Declaration may be amended by the President or Vice President of the Association (after approval by the Board of Directors), the Owners of a majority of the Lots (as defined in the Declaration) within the Section 2 Subdivision and the Declarant as long as it owns any Lot in the Section 2 Subdivision; and

WHEREAS, Declarant owns all of the Lots in the Section 2 Subdivision which are subject to the Declaration and the Supplemental Declaration, and wishes to amend the Supplemental Declaration as hereinafter specified.

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the President or Vice President of the Association and the Declarant hereby amend the Supplemental Declaration as follows:

1. Rates of Assessment. Subject to the further provisions of the Declaration, both annual and special assessments on all Lots in the Section 2 Subdivision, including Lots owned by a Builder, shall be fixed at uniform rates 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 2 Subdivision owned by the Declarant shall not be assessed. The assessment for an individual Lot in the Section 2 Subdivision, within a calendar year, shall change as the ownership of such Lot passes

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08/17/2009 13:19:51 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
BEVERLY KAUFMAN  
COUNTY CLERK  
Fees 28.00

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.



*Beverly Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS