



Lakecrest Forest
Lakecrest Village



LAKECREST VILLAGE

ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKECREST VILLAGE SECTION 2

www.lakecrestcommunities.com

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After Recording Return To:
Sam Yager Incorporated
Attn: Mike Miller
800 Bering Drive, Suite 225
Houston, Texas 77057

**ANNEXATION AND SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKECREST VILLAGE SECTION TWO (2)**

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 Village dated June 30, 2006, filed under Clerk's File No. Z416605, 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 Village, 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 Village, Section Two (2), a subdivision of land in Harris County, Texas according to the plat thereof filed under Clerk's File No. 20120111224 and recorded in the Map Records of Harris County, Texas (the "Annexed Property" or the "Section 2 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.

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 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 2 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 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.

ARTICLE III 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 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.

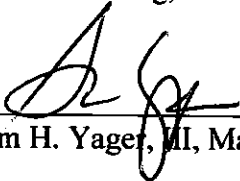
4. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

EXECUTED this 14th day of March, 2012.

FILED
2012 MAR 20 AM 11:08
Stan Stewart
COUNTY CLERK
HARRIS COUNTY TEXAS

PORTER ROAD, LTD., a Texas limited partnership

By: Heritage Point Landing, LLC, its general partner

By: 
Sam H. Yager, III, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of March, 2012 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]



Tiffany Meadows
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed name of notary:
Tiffany Meadows
Commission expires: 5/25/2015

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

MAR 20 2012



Stan Stewart
COUNTY CLERK