

HARPER'S PRESERVE

AMENDMENT AND ARTICLES OF ANNEXATION FOR HARPER'S PRESERVE (Harper's Preserve, Section 13-A)



STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS THAT:

COUNTY OF MONTGOMERY

This Amendment and Articles of Annexation for Harper's Preserve, is dated this 7th day of February, 2019, by, **242, LLC**, a Texas limited liability company (the "Declarant").

RECITALS:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Wood Lake Village dated November 4, 2003, was recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File No. 2003-146583 on December 2, 2003, and subjects real property known as Wood Lake Village, Section One (1), now partially known as Harper's Preserve, Section One (1), a subdivision in Montgomery County, Texas, to the covenants, conditions, restrictions, easements, charges and liens set forth therein; and

WHEREAS, that certain Correction Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Wood Lake Village, was recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2004-002722 on January 8, 2004; and

WHEREAS, that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wood Lake Village was recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2010107029 on November 30, 2010; and

WHEREAS, that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wood Lake Village Concerning Annexation and De-Annexation was recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2011007006 on January 25, 2011; and

WHEREAS, the Declarant is the current "Declarant" under the Declaration (herein defined) pursuant to that certain Assignment of Declarant Interests dated as of September 15, 2006, and recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2008-058953 on June 12, 2008; and

WHEREAS, that certain First Amendment to Assignment of Declarant Interests was recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2011004068 on January 14, 2011; and

WHEREAS, that certain First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Harper's Preserve was recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2011011454 on February 8, 2011 (as supplemented and amended, the "Declaration"); and

WHEREAS, the Declaration having been supplemented and amended by the following instruments.

Instrument

**Montgomery County Clerk, Texas
Recording Information**

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|---|------------|
| 1. Notice, Amendment and Articles of Annexation | 2011058753 |
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| 2. | Amendment and Articles of Annexation for Harper's Preserve (Harper's Preserve, Section 2). | 2012109651 |
| 3. | First Amendment to First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Harper's Preserve | 2012116878 |
| 4. | Amendment and Articles of Annexation for Harper's Preserve (Harper's Preserve, Section 3). | 2014005176 |
| 5. | Amendment and Articles of Annexation for Harper's Preserve (Harper's Preserve, Section 4). | 2015025964
and re-recorded
under 2015029560 |
| 6. | First Amendment to Amendment and Articles of Annexation for Harper's Preserve (Harper's Preserve, Section 4). | 2015036677 |
| 7. | Amendment and Articles of Annexation for Harper's Preserve (Harper's Preserve, Section 5). | 2015031723 |
| 8. | Amendment and Articles of Annexation for Harper's Preserve and Supplemental Declaration of Covenants, Conditions and Restrictions and Easements (Harper's Preserve, Section 6). | 2015048116 |
| 9. | Amendment and Articles of Annexation for Harper's Preserve and Supplemental Declaration of Covenants, Conditions and Restrictions and Easements (Harper's Preserve, Section 8). | 2016057260 |
| 10. | Amendment and Articles of Annexation for Harper's Preserve (Harper's Preserve, Section 9) | 2016071071 |
| 11. | Amendment and Articles of Annexation for Harper's Preserve (Harper's Preserve, Section 10) | 2017099445
and re-recorded
under 2018062336 |
| 12. | Amendment and Articles of Annexation | 2018063968 |

for Harper's Preserve (Harper's Preserve,
Section 11)

13. Amendment and Articles of Annexation 2018100817
for Harper's Preserve (Harper's Preserve,
Section 12)

WHEREAS, Article I, Sections 1.02 and 1.03 of the Declaration provides that "Declarant" may annex additional real property into and make same a part of the Subdivision (as defined in the Declaration and herein called the "Subdivision") by amendment of the Declaration as provided in Article XI of the Declaration without the joinder or consent of, or any notice to, an owner or person, and that any annexation must be evidenced by filing in the Official Public Records of Real Property of Montgomery County, Texas, of articles of annexation describing the real property to be annexed; and

WHEREAS, Article XI, Section 11.10.1 of the Declaration provides that during the Development Period (as defined in the Declaration and herein called the "Development Period"), the "Declarant" reserves the sole and exclusive right, without the joinder or consent of, or any notice to, an owner or other person, to annex and subject any other property to the scheme of the Declaration provided such annexation is not inconsistent with the scheme of the development contemplated by the Declaration; and

WHEREAS, the Declarant is the owner of that certain real property platted as Harper's Preserve, Section 13-A and filed of record in Cabinet Z, Sheet Numbers 5568-5569 of the Map Records of Montgomery County, Texas, and in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 2019008264 (the "Annexation Property"); and

WHEREAS, the Development Period has not expired; and

WHEREAS, the Declarant desires to encumber the Annexation Property with the Declaration and to be within the jurisdiction of the Harper's Preserve Community Association, Inc., a Texas non-profit corporation (the "Association");

NOW, THEREFORE, for and in consideration of TEN and NO/100 (\$10.00) DOLLARS and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby agree and declare as follows:

1. The Annexation Property is annexed into the Subdivision, to be under the authority and jurisdiction of the Association.
2. The Annexation Property shall be held, transferred, sold, conveyed, used and occupied in accordance with and subject to those certain covenants, conditions, restrictions, easement, charges and liens set forth in the Declaration, as it may be hereafter amended, which shall run with the land and shall be binding on all parties having any right, title, or interest in the Annexation Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.
3. Pursuant to Article XI, Section 11.10.1 of the Declaration, during the Development Period, the Declarant reserves the sole and exclusive right, without the joinder or consent of, or any notice to, an owner or other person, to amend, modify, revise or repeal, from time to time and at any time, the Declaration.
4. As long as the Declarant owns real property encumbered by the Declaration or during the Development Period, the Declarant may unilaterally amend this Amendment and Articles of Annexation at any time, in Declarant's sole and absolute discretion. Further, as long as the Declarant owns real property encumbered by the Declaration or during the Development Period, Owners may not amend this Amendment and Articles of Annexation without the Declarant's prior written consent.
5. With regard to the Annexation Property, Article III, Section 3.07 is hereby added to read as follows:

3.07 Resale Certificates. Unless otherwise approved by the Board in writing, the Owner of any Lot (except Declarant) who is selling or otherwise conveying the Lot shall request that the Association issue

to such Owner's prospective buyer(s) a resale certificate. The request to the Association by the Owner must be in writing, include the name, mailing address and email address of the prospective buyer(s) and be delivered to the Association's managing agent no less than ten (10) days prior to the closing of the sale or conveyance. The resale certificate will be issued by the Association to the prospective buyer(s) on a form promulgated by the Board. Unless otherwise approved by the Board, the resale certificate shall disclose, among other information determined by the Board, in its sole discretion, any delinquent assessments and known violations of the Association's governing documents. Buyers who close on a Lot are responsible for correcting any violation and paying any delinquency shown on the resale certificate or that would have been shown on a resale certificate (if a resale certificate was not timely requested prior to a closing).

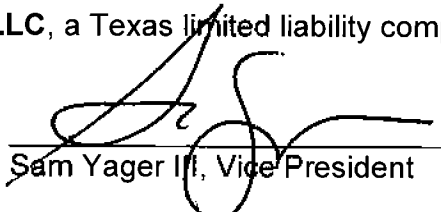
It is expressly agreed and understood that the individual executing this document on behalf of Declarant is acting in his representative capacity only and solely as a representative of the Declarant and any liability resulting hereunder based upon the actions of such individual, including but not limited to, the breach of any warranty, covenant, representation and/or provision contained herein, if any, shall be that of the Declarant and not that of such individual.

EXECUTED as of the date first set forth above.

DECLARANT:

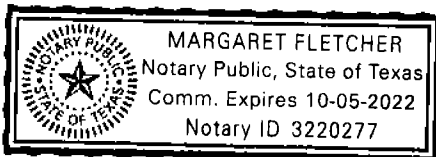
242, LLC, a Texas limited liability company


By:


Sam Yager III, Vice President

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of February, 2019, by Sam Yager III, the Vice President of 242, LLC, a Texas limited company, on behalf of said entity.




Notary Public

JOINDER OF LIENHOLDER

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, joins herein for the purpose of subordinating the liens it holds on the Annexation Property to the covenants, conditions and restrictions hereby imposed by 242, LLC, a Texas limited liability company as Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in the Declaration.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

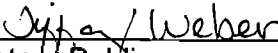
By: 
Name: Tatiana Tardy
Title: Vice President

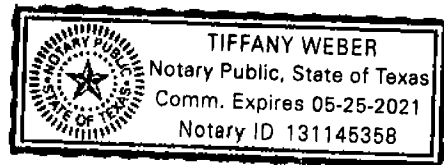
THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 16th day of February, 2019, by Tatiana Tardy, the Vice President of **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, on behalf of said entity.


Notary Public



AFTER RECORDING RETURN TO:

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

E-FILED FOR RECORD

02/07/2019 11:07AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

02/07/2019



County Clerk
Montgomery County, Texas