

HARPER'S  PRESERVE

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SUPPLEMENT TO COMMUNITY COVENANT  
FOR HARPER'S PRESERVE  
(Harper's Preserve, Section 3)

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

This Supplement to Community Covenant for Harper's Preserve is dated this 17th day of January, 2014, by 242, LLC, a Texas limited liability company (the "Founder").

**RECITALS:**

**WHEREAS**, the Founder executed that certain Community Covenant for Harper's Preserve (the "Covenant") dated March 2, 2011, and recorded in the office of the County Clerk of Montgomery County, Texas, under Clerk's File No. 2011019619, to place certain restrictions, covenants, conditions, stipulations, liens and reservations on Harper's Preserve, Section 1, a subdivision in Montgomery County, Texas, as more particularly described therein (the "Community"); and

**WHEREAS**, that certain First Amendment to Community Covenant for Harper's Preserve was recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2012040225 on May 3, 2012; and

**WHEREAS**, that certain Supplement to Community Covenant for Harper's Preserve was recorded in the Office of the County Clerk of Montgomery County, Texas, under

Clerk's File Number 2012109652 on November 7, 2012 and annexed Harper's Preserve, Section 2 into the Community.

**WHEREAS**, Chapter 4, Section 4.1 of the Covenant provides that so long as the Founder owns any property described on Exhibits "A" or "B" to the Covenant, the Founder may expand the community to include additional property by recording an amendment or supplement in the County Clerk Official Records of Montgomery County, Texas, describing the additional property and declaring the intent to submit it to the terms of the Covenant; and

**WHEREAS**, the Founder owns certain property located within the property described on Exhibit "A" or "B" of the Covenant; and

**WHEREAS**, the Founder is the owner of that certain real property platted as Harper's Preserve, Section 3 and filed of record in Cabinet Z, Sheet Nos. 2741, 2742 and 2743 of the Map Records of Montgomery County, Texas, and in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 2014-004178-6 (the "Annexation Property"); and

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

**NOW, THEREFORE**, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Founder hereby agrees and declares as follows:

1. The Annexation Property is hereby annexed into the Community, 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, easements, charges and liens set forth in the Covenant, as it may be hereafter amended, which shall run with the land and 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 Chapter 4, Section 4.3 of the Covenant, the Founder may unilaterally amend the Covenant for any purpose during the Founder Control Period (as defined in the Covenant) by recording an amendment in the County Clerk Official Records of Montgomery County, Texas.

**EXECUTED** as of the date first set forth above.

*It is expressly agreed and understood that the individual executing this document on behalf of the Founder is acting in his representative capacity only and solely as a representative of the Founder 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 Founder and not that of such individual.*

**FOUNDER:**

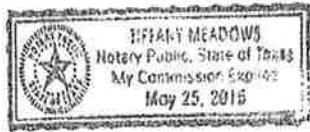
242, LLC, a Texas limited liability company

By:

  
\_\_\_\_\_  
Sam Yager III, Vice President

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the 17 day of  
January, 2014, by Sam Yager III, the Vice President of 242, LLC, a Texas  
limited liability company, on behalf of said company.



Tiffany Meadows  
Notary Public, State of Texas

## JOINDER OF LIENHOLDER

TEXAS CAPITAL BANK, 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

By:   
Jerry Schillaci, Senior Vice President

THE STATE OF TEXAS

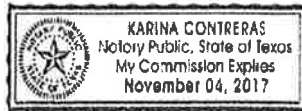
§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 6<sup>th</sup> day of December, 2013, by Jerry Schillaci, the Senior Vice President of Texas Capital Bank, on behalf of said entity.



  
Notary Public

### AFTER RECORDING RETURN TO:

Mark K. Knop  
Hoover Slovacek LLP  
5847 San Felipe, Suite 2200  
Houston, Texas 77057-3918  
File No: 122602-03

E-FILED FOR RECORD  
01/17/2014 3:42PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

01/17/2014



County Clerk  
Montgomery County, Texas

# HARPER'S PRESERVE

## SUPPLEMENT TO COMMUNITY COVENANT FOR HARPER'S PRESERVE (Harper's Preserve, Section 3)

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

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### RECITALS:

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2. The Annexation Property shall be held, transferred, sold, conveyed, used, and occupied in accordance with and subject to those certain covenants, conditions, restrictions, easements, charges and liens set forth in the Covenant, as it may be hereafter amended, which shall run with the land and 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.
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**EXECUTED** as of the date first set forth above.

*It is expressly agreed and understood that the individual executing this document on behalf of the Founder is acting in his representative capacity only and solely as a representative of the Founder 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 Founder and not that of such individual.*

**FOUNDER:**

**242, LLC**, a Texas limited liability company

By:

  
\_\_\_\_\_  
Sam Yager III, Vice President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 17 day of January, 2014, by Sam Yager III, the Vice President of 242, LLC, a Texas limited liability company, on behalf of said company.



Tiffany Meadows  
Notary Public, State of Texas

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TEXAS CAPITAL BANK

By:   
Jerry Schillaci, Senior Vice President

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Notary Public

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File No: 122602-03