

HOOVER SLOVACEK LLP

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW
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REPLY TO:
P.O. BOX 4547
HOUSTON, TEXAS 77210-4547

MARK K. KNOP

BOARD CERTIFIED-COMMERCIAL REAL ESTATE LAW
BOARD CERTIFIED-RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

knop@hooverslovacek.com

May 4, 2012

Mr. Mike Miller
Harper's Preserve Property Owner's Association, Inc.
Harper's Preserve Community Association, Inc.
800 Bering Drive, Suite 225
Houston, Texas 77057

Re: Harper's Preserve Property Owner's Association, Inc.

Dear Mike:

Enclosed is the original and recorded copy of the First Amendment to Community Covenant for Harper's Preserve. As you can see, this document was recorded in the Real Property Records of Montgomery County, Texas, on May 3, 2012, under Clerk's File Number 2012040225.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

HOOVER SLOVACEK LLP


Mark K. Knop

MKK:tmj
Enclosure

cc: Christi Keller (*w/encl. via Email*)

HARPER'S  PRESERVE

FIRST AMENDMENT TO COMMUNITY COVENANT FOR HARPER'S PRESERVE

100

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

This First Amendment to Community Covenant for Harper's Preserve is dated this 19th day of April, 2012, 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, Chapter 4, Section 4.3 of the Covenant provides that the Founder may unilaterally amend the Covenant for any purpose during the "Founder Control Period" (herein as called) by recording an amendment in the County Clerk Official Records of Montgomery County, Texas; and

WHEREAS, the Founder Control Period as defined in the Covenant has not expired; and

WHEREAS, the Founder desires to amend the Covenant as set forth below:

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 amends Chapter 2 of the Covenant to add Section 2.2(a) (vii) to read as follows:

(vii) Verification of Gross Selling Price. In order for the Council to confirm the "gross selling price" of the Unit so that the amount of the Community Enhancement Fee can be confirmed, the seller of the Unit and the buyer of the Unit agree that the final and fully executed closing statement or settlement statement prepared by the title company handling the sale and purchase of the Unit, or other written evidence acceptable to the Council, in its sole opinion, will be forwarded by the buyer of the Unit to the Council no later than ten (10) days after the closing of the transfer of title to the Unit has occurred. A default under this Community Covenant will be deemed to have occurred by the buyer of the Unit in the event the Council does not timely receive such closing statement or settlement statement or other written evidence acceptable to the Council, in its sole opinion.

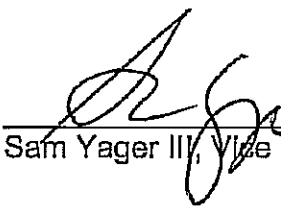
EXECUTED this 19 day of April, 2012.

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

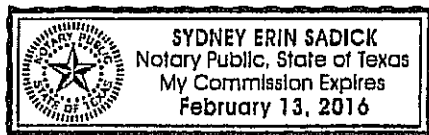
By:



Sam Yager III, Vice President

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19 day of April, 2012, by Sam Yager III, the Vice President of 242, LLC, a Texas limited liability company, on behalf of said company.

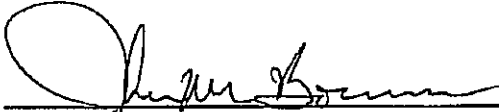


Sydney Sadick

Notary Public, State of Texas

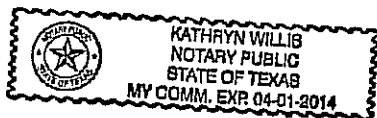
JOINDER OF LIENHOLDER

First Continental Investments Co., Ltd., a Texas limited partnership, joins herein for the sole purpose of consenting and agreeing to the amendments to the Community Covenant as set forth herein.

By: 
John M. Bonner, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of April, 2012, by John M. Bonner, the President of First Continental Investments Co., Ltd., a Texas limited partnership, on behalf of said entity.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
P. O. Box 4547
Houston, TX 77210-4547

E-FILED FOR RECORD

05/03/2012 10:06AM



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.**

05/03/2012



County Clerk
Montgomery County, Texas

HARPER'S PRESERVE

FIRST AMENDMENT TO COMMUNITY COVENANT FOR HARPER'S PRESERVE

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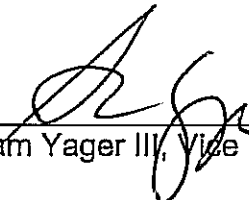
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FOUNDER:

242, LLC, a Texas limited liability company

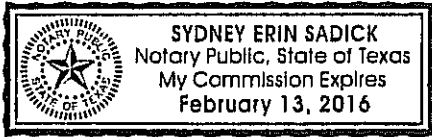
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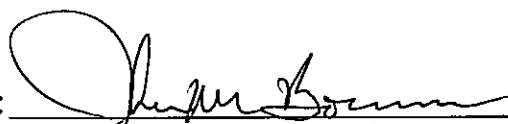


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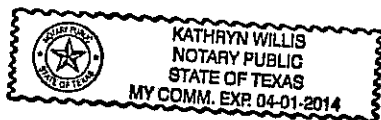
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