

# HARPER'S PRESERVE

## SUPPLEMENT TO COMMUNITY COVENANT FOR HARPER'S PRESERVE (Harper's Preserve, Section 4)

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 13  
day of March, 2015, by **242, LLC**, a Texas limited liability company (the  
"Founder").

**RECITALS:**

**WHEREAS**, the Founder executed that certain Community Covenant for Harper's  
Preserve (as supplemented and amended, 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**, the Covenant having been supplemented and amended by the  
following instruments:

Instrument.	Montgomery County Clerk, Texas Recording Information
1. Supplement to Community Covenant for Harper's Preserve	2011036163

- |    |   |            |
|----|---|------------|
| 2. | Supplement to Community Covenant for Harper's Preserve                                | 2011058751 |
| 3. | First Amendment to Community Covenant for Harper's Preserve                           | 2012040225 |
| 4. | Supplement to Community Covenant for Harper's Preserve (Harper's Preserve, Section 2) | 2012109652 |
| 5. | Supplement to Community Covenant for Harper's Preserve                                | 2013131905 |
| 6. | Supplement to Community Covenant for Harper's Preserve (Harper's Preserve, Section 3) | 2014005175 |

**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 4 and filed of record in Cabinet Z, Sheet Numbers 3201-3202 of the Map Records of Montgomery County, Texas, and in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 2014125691 (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.
4. As long as the Founder owns real property encumbered by the Covenant, the Founder may unilaterally amend this Supplement to Community Covenant at any time, in Founder's sole and absolute discretion. As long as the Founder owns real property encumbered by the Covenant, Owners may not amend this Supplement to Community Covenant without the Founder's prior written consent.
5. NOTIFICATION WITH RESPECT TO CERTAIN LOTS: LOTS 1 THROUGH 15 OF BLOCK 3 OF HARPER'S PRESERVE, SECTION 4 ARE SOUTH OF AND/OR ADJACENT TO A CERTAIN 28.1-ACRE VACANT, UNRESTRICTED TRACT (THE "VACANT TRACT"), BEING THE REMAINDER OF (I) A CALLED 91.59 ACRES (242, LLC) - MONTGOMERY COUNTY CLERK FILE NO. 2008-068685, (II) A CALLED 24.40 ACRES (242, LLC) - MONTGOMERY COUNTY CLERK FILE NO. 2008-068686, AND (III) A CALLED 48.65 ACRES (242, LLC) - MONTGOMERY COUNTY CLERK FILE NO. 2008-068685. THESE LOTS WILL HAVE A VIEW OF THE VACANT TRACT AND MAY BE IMPACTED BY ITS UNDEVELOPED STATE (INCLUDING WILDLIFE AND INSECTS) OR INCREASED NOISE, ODOR, OUTDOOR LIGHTING, TRAFFIC, OPERATION,


CONSTRUCTION AND MAINTENANCE ASSOCIATED WITH EXISTING AND FUTURE CONDITIONS OF SUCH VACANT PROPERTY AND ANY FUTURE IMPROVEMENTS CONSTRUCTED THEREON OR USE THEREOF. PROPERTY PURCHASERS ARE ACKNOWLEDGING THEIR AWARENESS OF THE LOCATION OF THESE LOTS IN RELATION TO THE VACANT TRACT AND OF THE CONDITIONS ASSOCIATED WITH SUCH. IN THE EVENT THAT A PURCHASER IS CONSIDERING ONE OF THESE LOTS/HOMES, SUCH POTENTIAL PURCHASER SHOULD GIVE ALL WEIGHT AND CONSIDERATION TO THE POSSIBILITY THAT THE UNRESTRICTED, VACANT TRACT MAY CONTAIN A USE OR STRUCTURE THAT A PROPERTY OWNER MAY FIND OBJECTIONABLE AND WEIGH THOSE FACTS AND RISKS CAREFULLY IN ANY DECISION TO ACQUIRE A LOT AND/OR HOME IN HARPER'S PRESERVE.

EXECUTED as of the date first set forth above.

FOUNDER:

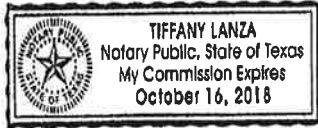
242, LLC, a Texas limited liability company

By:

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

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 13 day of March, 2015, by Sam Yager III, the Vice President of 242, LLC, a Texas limited liability company, on behalf of said company.



  
\_\_\_\_\_  
Notary Public, State of Texas

## JOINDER OF LIENHOLDER


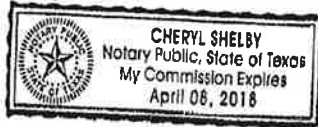
TEXAS CAPITAL BANK, joins herein for the sole purpose of subordinating the liens it holds on the Annexation Property to the covenants, conditions and restrictions hereby imposed by 242, LLC, a Texas limited liability company as Founder with, however, the stipulation that such subordination does not extend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

TEXAS CAPITAL BANK

By:   
Jerry Schillaci, Vice President

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 20<sup>th</sup> day of March, 2015, by Jerry Schillaci, the Vice President of Texas Capital Bank, on behalf of said entity.

**AFTER RECORDING RETURN TO:**

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

E-FILED FOR RECORD  
03/23/2015 4:52PM



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.

03/23/2015



County Clerk  
Montgomery County, Texas