

**ANNEXATION AGREEMENT IMPOSING COVENANTS ON LAKE CREEK
VILLAGE SECTION TWO**

THIS Annexation Agreement Imposing Covenants on Lake Creek Village Section Two is made by Lefco Investments, Inc. (who is referred to herein as “Declarant”), the owner of the land comprising Lake Creek Village Section Two.

WHEREAS, Declarant has filed with the County Clerk of Montgomery County, Texas the plat for Lake Creek Village Section Two, which is a subdivision of 12.9589 acres of land situated in the John Corner Survey, Abstract 8, Montgomery County, Texas, and it appears in Cabinet Z, Sheets 4254 and 4255 of the Map Records of Montgomery County, Texas (“Lake Creek Village Section Two”); and

WHEREAS, Declarant is the owner of the real property depicted on the plat for Lake Creek Village Section Two; and

WHEREAS, Declarant recorded that certain instrument titled, “Declaration of Covenants, Conditions and Restrictions For Lake Creek Village” in the Real Property Records of Montgomery County, Texas and it is indexed at Clerk’s File Number 2015053812 (the “Covenants”); and

WHEREAS, the Covenants provide in Article III.B, that Declarant may annex additional property into the Subdivision (as defined in the Covenants) and impose the Covenants upon additional such additional land; and

WHEREAS, Declarant intends to cause the Covenants, **as amended herein**, to burden, affect, bind and run with title to the land depicted on the plat of Lake Creek Village Section Two, so as to cause the Covenants to be binding upon the land depicted on the plat of Lake Creek Village Section Two and those residing on or owning an interest therein, and to inure to the benefit of and be enforceable by the Owners (as such term is defined in the Covenants), the Association (as such term is defined in the Covenants), the Board (as such term is defined in the Covenants), Declarant and its successors and assigns; and

WHEREAS, Declarant desires to encumber Lake Creek Village Section Two to the Covenants, **as amended herein**, in order to (i) establish, impose and create a uniform plan and scheme of development for the land depicted on the plat of Lake Creek Village Section Two; (ii) provide funds for the uses specified in the Covenants; (iii) grant rights and privileges relating to the use of certain facilities, subject to the conditions specified in the Covenants; and (iv) impose land use and design control criteria for the development of Lake Creek Village Section Two.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes the Covenants, **as amended herein**, upon Lake Creek Village Section Two, and declares that the reservations, easements, restrictions, covenants and conditions contained within the Covenants, **as amended herein**, are applicable to Lake Creek Village Section Two, for the purpose of enhancing and protecting the value, desirability and attractiveness of Lake Creek Village Section Two, which

reservations, easements, covenants, restrictions and conditions, as amended herein, shall run with the land comprising Lake Creek Village Section Two and shall be binding upon all parties having or acquiring any right, title or interest in the land comprising Lake Creek Village Section Two, or any part of Lake Creek Village Section Two, and shall inure to the benefit of each Owner (as such term is defined in the Covenants), each Member (as such term is defined in the Covenants), Lake Creek Village Community Association, Inc., Declarant and its successors and assigns.

The Covenants, as originally enacted, are amended for the land depicted on the plat of Lake Creek Village Section Two as follows:

First Amendment:

The following provision is added to Article VI, Paragraph J:

Fencing placed on the rear of the following Lots in Lake Creek Village Section Two must be wrought-iron in appearance and subject to prior written approval by the ARC:

Block 2, Lots 1-16

Second Amendment:

The following provision from Article X, Paragraph H is deleted:

For all Lots, dwellings must contain a minimum 1,800 square feet of living area;
For Lots which are smaller than 7,500 square feet, dwellings may contain up to a maximum of 2,300 square feet of living area; and
For Lots which are 7,500 square feet or larger, dwellings may contain up to a maximum of 2,650 square feet of living area.

and replaced with:

For all Lots, dwellings must contain a minimum 1,550 square feet of living area and may contain up to a maximum of 2,700 square feet of living area.

Third Amendment:

The following provision from Article XI, Paragraph H is deleted:

The Association shall maintain all landscaping, grass and vegetation on a Lot that is in place at the time of the first sale to an Owner. Owners may not embellish the landscaping, grass, and vegetation on a Lot without the prior written approval of the Board. The Association's obligation to maintain does not include hanging baskets or potted plants located on the Lot or Dwelling. The Association's obligation related to landscaping, grass and vegetation shall include the obligation to replace dead or

diseased landscaping, grass or vegetation, save and except if the Owner has caused the diseased or damaged condition of the landscaping, grass and vegetation, in which case the replacement shall be done at the sole cost and expense of the Owner. If such Owner fails or refuses to replace same, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right but not the obligation, through its agent, contractors and/or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance.

and replaced with:

The Association shall maintain all landscaping, grass and vegetation on a Lot that is in place at the time of the first sale to an Owner by providing periodic mowing and weed eating, but any maintenance beyond periodic mowing and weed eating shall be done at the sole cost and expense of the Owner. Owners may not embellish the landscaping, grass, and vegetation on a Lot without the prior written approval of the Board. The Association's obligation to maintain does not include hanging baskets or potted plants located on the Lot or Dwelling. The Association's obligation related to landscaping, grass and vegetation shall not include the cost to replace dead or diseased landscaping, grass or vegetation, which shall be done at the sole cost and expense of the Owner. If such Owner fails or refuses to replace same, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right but not the obligation, through its agent, contractors and/or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance.

Executed on December _____, 2016.

Lefco Investments, Inc.

By: _____
Phillip Lefevre, President

ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned notary on December _____, 2016 by Phillip Lefevre, President of Lefco Investments, Inc. on behalf of Lefco Investments, Inc.

Notary Public, State of Texas

Return to:
Lefco Investments, Inc.
780 Clepper Street, Suite 100
Montgomery, TX 77356