

ANNEXATION AGREEMENT
(Lexington Park)

**This Document
E-Recorded**

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

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for LEXINGTON WOODS NORTH was filed under Harris County, Texas Clerk's File No. MZ58/1 and recorded in the Official Records of Real Property of Harris County, Texas (as amended, the "Declaration") covering the tract or tracts of land described therein; and

WHEREAS, Lexington 26, L.P., a Texas limited partnership (the "Declarant"), is the owner of certain property within the area contiguous to or in the general vicinity of the property encumbered by the Declaration, which property has been subdivided and platted as Lexington Park, a subdivision according to the map or plat thereof recorded under Film Code No. M618/205 in the Map Records of Harris County, Texas (the "Annexed Property"); and

WHEREAS, the Declaration provides that additional property may be annexed into the jurisdiction of the Lexington Woods North Community Association, Inc., a non-profit corporation organized to administer the provisions of the Declaration (the "Association") by the Board of Directors of the Association as long as the annexed property is encumbered with a maintenance assessment payable to the Association as provided in the Declaration; and

WHEREAS, the Board of Directors of the Association has approved the annexation of the Annexed Property as required by the Declaration and the Declarant desires to annex the Annexed Property into the jurisdiction of the Association.

NOW THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration and the Annexed Property, Declarant and the Association hereby declare the following:

ANNEXATION

1. The Annexed Property is hereby included and annexed to and subjected to the authority and jurisdiction of the Association as provided in and contemplated by the Declaration.

2. The Annexed Property is not encumbered by the Declaration. A separate Declaration of Covenants, Conditions and Restrictions for the Annexed Property has been recorded by Declarant, which instrument impresses and subjects the lots within the Property to maintenance charges and assessments imposed by the Association on a uniform, per lot basis with all other lots within the jurisdiction of the Association. It is understood and agreed that the Association shall allow owners of lots within the Annexed Property to use its facilities and amenities in the same manner as the owners of other properties within its jurisdiction.

3. In consideration for the Association annexing the Annexed Property and granting the residents of the Annexed Property the privilege of using the Association's facilities and amenities, Declarant agrees to pay the Association the sum of \$150.00 (one-hundred fifty) for each lot in the Annexed Property at the time of the closing of the sale of the applicable lot by Declarant.

4. The Association executes this instrument to evidence its consent to the annexation and acceptance of the Annexed Property to the property within its jurisdiction.

IN WITNESS WHEREOF, this Annexation Agreement is executed as of August 15, 2008.

ASSOCIATION:

Lexington Woods North Community Association, Inc., a Texas non-profit corporation

By: 

Its: President

DECLARANT:

Lexington 26, L.P.,
a Texas limited partnership

By: Lexington 26 GP, L.L.C.,
general partner

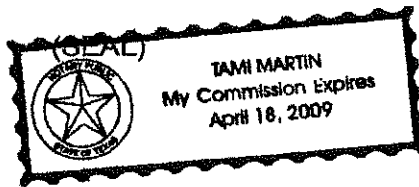
By: 

Kenneth B. Williams, Manager

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day August, 2008 by John Helm, President of Lexington Woods North Community Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



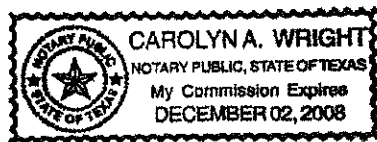
Tami Martin
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day OCTOBER, 2008 by Kenneth B. Williams, Manager of Lexington 26 GP, L.L.C., general partner of Lexington 26, L.P., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Carolyn A. Wright
Notary Public, State of Texas

RETURN TO:
COLINA HOMES
P. O. BOX 131111
HOUSTON, TX 77219