

ORIGINAL

**FIRST AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
PLANTATION LAKE ESTATES, SECTION ONE**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF WALLER §

This First Amendments to Declaration of Covenants, Conditions, and Restrictions for Plantation Lake Estates, Section One (the "Amendment") is made by the Owners of Lots in the Subdivision and is effective the date filed for record in the Real Property Records of Waller County, Texas.

**WITNESSETH:**

WHEREAS, there was filed on December 9, 1998, at Volume 604, Page 454 et seq in the Real Property Records of Waller County, Texas that certain Declaration of Covenants, Conditions, and Restrictions for Plantation Lake Estates, Section One (the "Declaration"); and

WHEREAS, all Lots in the Subdivision have been sold and the Transfer Control Date, as defined in Section 6.01 of the Declaration, has occurred; and

WHEREAS, not less than two thirds of the Owners have approved these Amendments in the time and manner provided in Section 7.01 of the Declaration and desire that they be recorded;

NOW THEREFORE, the Declaration is amended as follows:

Article III, Section 3.15 is amended by deleting the existing language and substituting therefor the following:

**Section 3.15 Lot Maintenance.** All Lots shall be kept neat, attractive, safe, healthful, and sanitary at all times at Owner's sole cost and expense. Without limiting the aforesaid, Owner or the occupant of all Lots shall not allow tall weeds and brush to become offensive to neighbors or a fire hazard. Lots shall be mowed a minimum of every six (6) months with exception for hay fields. No Lot shall be used for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. Owners shall not permit the accumulation of garbage, trash or rubbish of any kind on a Lot and shall not burn any garbage, trash or rubbish. Owners may, however, burn underbrush and trees during Lot clearing and for normal maintenance for fallen leaves and tree limbs. Construction scraps may be burned onsite, subject to safe burning conditions. An Owner may, subject to these restrictions, allow a Lot to remain in its natural state until construction of a dwelling has commenced upon said Lot. All yard equipment and the like shall be kept screened by a service yard or other similar facility so as to conceal it from view of neighboring Lots, streets, or other property. Any Lot not in compliance herewith may be mowed by the Association at the Owner's expense. The Association shall give an Owner a written notice of noncompliance with this section and the Association's intent to mow the Lot by certified mail, return receipt requested. The notice shall specify a date, which is at least ten (10) days after the date of mailing the notice, after which the Lot shall be mowed by the Association if the violation is not sooner remedied by the Owner. If a Lot is mowed by the Association, the Association will send such Lot's Owner a billing as a Special Assessment for the cost of such mowing in accordance with Section 8.03(b).

Article IV is amended by deleting the existing language in its entirety and substituting therefor the following:

#### ARTICLE IV

##### ARCHITECTURAL CONTROL

**Section 4.01. Architectural Approval Committee.** There is hereby created, as a standing committee in the Association, an Architectural Approval Committee (AAC). The AAC shall consist as few as three (3) or as many as five (5) members. The chairperson of the Board of Directors shall be a member of the AAC. The Board of Directors of the Association shall appoint the remaining members who shall be Lot Owners in good standing and who are not then a member of the Board of Directors. Each member shall serve until a successor is named at the pleasure of the Board of Directors. No member of the AAC shall be entitled to compensation for services performed but reasonable expenses incurred in the performance of duties shall be reimbursed on terms and conditions as approved by the Board of Directors. The committee and its members shall be free from liability for actions taken within the scope of the AAC's functions, and the Association shall indemnify and hold them harmless from and against any claim, demand or expense in accordance with the indemnification provisions of the Articles of Incorporation and the Bylaws.

**Section 4.02 Approval of Plans.** No building, structure, fence, or wall shall be erected, built, placed or altered upon any Lot until all plans and specifications therefor showing all aspects of the structures or improvements have been submitted to and approved, in writing, by the Architectural Approval Committee, as to compliance with the standards set forth in this Declaration and any amendments hereto.

**Section 4.03 Approval Process and Procedure.** All plans and specifications (and at the AAC's discretion, any applicable building permits) must be submitted in duplicate to the AAC for approval prior to the start of construction. The AAC, acting by at least a majority of its members, shall, within ten (10) days from the time complete sets of plans and specifications are received from the Owner, review the plans and specifications and either:

(a) approve them by marking both sets of the plans and specifications - "APPROVED" with the chairperson or other designated member signing and dating them and returning one set to the Owner while retaining the other set for the committee's records, or

(b) disapprove them by returning both sets of plans and specifications to the Owner with a statement or a list of reasons of how the plans and specifications do not conform to the applicable standards. In this event, the AAC or its representative shall be available to discuss the nonconforming items and shall use reasonable efforts to work with the Owner to resolve the issues.

In the event complete plans and specifications for proposed construction or alteration are properly submitted to the AAC for its review, and the AAC fails to approve or disapprove such plans and specifications within ten (10) days from the date of submission; then, the Owner shall give notice of such event to the AAC; and, if the AAC fails to act within five (5) business days after receipt of said notice, the plans and specifications shall be deemed approved.

Approval of plans and specifications by the AAC is not, and shall never be construed or implied to be, any representation or warranty that the plans and specifications will, if followed, result in a properly designed building or improvement or that it will be built in a good or workmanlike manner. The sole purpose of the

AAC in approving any plans or specifications is to investigate their compliance with the standards set forth in this Declaration; and, the sole beneficiary of such investigation and approval is the Association and Lot Owners as a whole.

**Section 4.04 Variance.** The Association, acting by its Board of Directors, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Association when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic, or environmental considerations may justify a variance. Such variances must be evidenced in writing and shall be effective when signed by at least a majority of all members of the Board of Directors of the Association. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the particular matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance; nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

There is added to the Declaration a new Article VIII as follows:

#### ARTICLE VIII

##### COVENANTS FOR ASSESSMENTS

**Section 8.01. The Personal Obligation and Lien of Assessments.** Each Lot Owner hereby covenants and agrees, and each subsequent Lot Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (which covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot so as to have affected the purchase price) to pay the Association:

- (a) a regular annual assessment (Annual Assessment); and
- (b) such special assessment (Special Assessment) as may be levied against individual Owners for extra or unusual costs and expenses incurred by the Association in administering or enforcing this Declaration and/or remedying a violation hereof.

The Annual Assessment and each Special Assessment, together with such interest, and costs of collection, including attorneys fees, as are hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the Owner(s) of such Lot at the time the assessment is made.

**Section 8.02 Purposes of Assessments.** The Annual Assessment levied by the Association shall be used for the purposes of promoting and protecting the value, desirability and attractiveness of the Plantation Lake Estates and to promote the health, safety, welfare, and quality of life of the Owners. The Annual Assessments may be used to pay any cost or expense in carrying out the duties of the Board of Directors of the Association and any other matter set forth or envisioned by this Declaration, the Articles of Incorporation and Bylaws of the Association. Special Assessments may be used to pay, reimburse or defray the cost and expense for which the Special Assessment was made.

**Section 8.03 Basis and Amount of Assessments.**

(a) The initial Annual Assessment shall be One Hundred and no/100 Dollars (\$100.00) per Lot. The Board of Directors is permitted, once a year, to increase the Annual Assessment not to exceed five per cent (5.0%) of the previous year's Annual Assessment. An increase in the Annual Assessment of more than five percent over the prior year's assessment requires the affirmative vote of two-thirds (2/3) of the members present in person or by proxy at a meeting at which notice of such proposed increase was given. The Board of Directors shall mail all Owners a notice of increase (or proposed increase if the Board believes more than a five percent increase is needed) stating, in detail, an accounting of the prior year's income and expenses and the reasons the increase is necessary. The Annual Assessment is due in full, in advance, on March 1 of each year.

(b) A Special Assessment shall be made by the Board of Directors in the amount of the cost and expenses, including without limitation reasonable attorneys fees, incurred by the Association, or for which it is liable, in administering, enforcing, and remedying violations of this Declaration by an Owner. Such Special Assessment shall be made against the offending Lot or Lots only; shall be evidenced by a writing signed by the chairperson of the Board of Directors or the president of the Association; and shall be sent by certified mail return receipt requested or hand delivered by a reputable carrier to the affected Owner(s). A Special Assessment is due on receipt by the Owner of the notice of Special Assessment aforesaid or, if certified mail is refused, two days after the date of postmark of the mailing of such notice.

**Section 8.04 Effect of Non-Payment of Assessment.**

(a) The Association shall notify an Owner if payment is not timely made of an assessment. The notice shall itemize the amount due and shall state that if the amount is not paid by the date set forth in such notice (which date shall be at least twenty (20) days from the date of such notice), a lien affidavit may be filed and/or suit may be filed to collect the debt and enforce and foreclose the lien. All assessments not paid within thirty (30) days when due shall, law allowing, bear interest from the date due at the rate of eighteen percent (18%) per annum. The Association may retain the services of an attorney to review, monitor, and/or collect assessments and other monies due the Association and all such reasonable attorneys fees and other costs of collection shall be added to the amount of assessment due.

(b) The Association shall have the right to reject partial payments for any assessment and demand the full payment thereof. Payment of an assessment shall remain the Owner's personal responsibility and shall not pass to a successor in title unless expressly assumed by them; however, the lien for unpaid assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive responsibility for any assessment by abandonment of a Lot. No offset, diminution or abatement of assessments shall be claimed or allowed by reason of any action taken by the Association to comply with any law, rule or regulation or by failure by the Association to take action or perform some function; the obligation to pay assessments is a separate and independent covenant by each Owner.

(c) Effective with the filing of these presents in the Real Property Records of Waller County, Texas, there shall exist a continuing lien on and an equitable charge against each Lot to secure the full and timely payment of each and all assessments and all other charges and monetary amounts due hereunder and the performance of the obligations of this Declaration. Such

lien shall be superior to any claim of homestead by or in any Owner. The Association may, if an assessment is not paid within the time specified in the notice provided in accordance with subsection (a) hereof, file in Real Property Records of Waller County, an affidavit setting forth in general the unpaid assessments, charges and expenses due and in particular, the amount of money due on such unpaid assessment(s). The lien affidavit shall be signed and sworn to by the chairperson of the board or the president of the Association. The lien securing assessments may be enforced in a suit brought for the purpose of foreclosing such lien and ordering the Lot sold with the proceeds thereof applied to payment of the assessment. Suit may also be brought to obtain a personal judgment against the Owner(s). Any such suit shall be brought in a court located in Waller County, Texas.

(d) The lien in favor of the Association is and shall be subordinate and inferior to:

- (i) hone fide mortgages or deeds of trust liens for purchase money, and/or home improvement of a Lot;
- (ii) such other liens concerning which the Board of Directors of the Association may, in its discretion, elect to voluntarily subordinate the Association's lien;

provided however, that such subordination shall apply only to assessments which were due and payable prior to foreclosure of the superior lien.

(e) The Association may also give written notice of nonpayment of an assessment to the holder of any mortgage, deed of trust or other charge or lien on the Lot that is superior to the lien of the Association; and, each Owner shall, upon demand, furnish the Association with the name and address of each holder of such a lien or charge.

This Amendment is, like the Declaration, intended to and does run with the Property and inures to the benefit of each and every Owner and their respective successors, heirs and assigns. Except as specifically set forth herein, the Declaration is and remains in full force and effect. In case of conflict or ambiguity between this Amendment and the Declaration, this Amendment shall control.

In Witness whereof we have hereunto set our hands this 17 day of FEBRUARY, 2001.

Plantation Lake Estates Property Owners Association, Inc.

By: Bob W. Dearman  
Print Name: BOB W. DEARMAN  
Its President

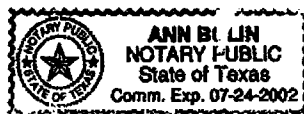
By: Shari L. Carnahan  
Print Name: SHARI L. CARNAHAN  
Its Secretary

STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the 17 day of Feb, 2001 by Bob Dearman, the president of Plantation Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

[Signature]  
Notary Public State of Texas

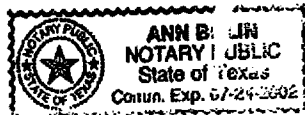


STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the 17 day of Feb, 2001 by Shari Carnahan, the secretary of Plantation Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

[Signature]  
Notary Public State of Texas



After recording, return to:

BOB N. DEARMAN  
19611 AMIETAD DRIVE  
TOMBALL, TEXAS 77375

CERTIFICATE OF RESOLUTION  
OF THE MEMBERS OF  
PLANTATION LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.


We, the undersigned, being at least a majority of all members of the Board of Directors of Plantation Lake Estates Property Owners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Texas, do hereby certify that a meeting of the Members of the Association was duly called for and held on January 20, 2001; that at such meeting, a quorum of Owner/Members was present in person or by proxy in accordance with Section 7.02 of the Declaration of Covenants, Conditions, and Restrictions for Plantation Lake Estates, Section One; that at such meeting, the following Resolutions were adopted by the affirmative written vote of not less than two-thirds of all Owners; and that such Resolutions have not been altered, amended, or rescinded and are now in full force and effect:


RESOLVED that the First Amendments to Declaration of Covenants, Conditions, and Restrictions for Plantation Lake Estates, Section One attached hereto are hereby ADOPTED and APPROVED.


It is FURTHER RESOLVED that The President and Secretary of the Association are hereby AUTHORIZED to sign said First Amendments and file them in the Real Property Records of Waller County, Texas.

IN WITNESS WHEREOF we have hereunto set our hands and seal of the Association this 17 day of FEBRUARY, 2001.

Plantation Lake Estates Property Owners Association, Inc.

By:   
Print Name: BOB W. DEARMAN  
Member of the Board of Directors

By:   
Print Name: SHARI CARNAHAN  
Member of the Board of Directors

By:   
Print Name: SCOTT VANN  
Member of the Board of Directors

By: K. Renee Ellis  
Print Name: RENEE ELLIS  
Member of the Board of Directors

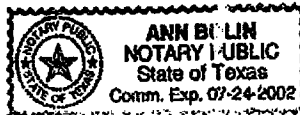
By: Wayne McQuaid  
Print Name: WAYNE McQUAID  
Member of the Board of Directors

STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the 17 day of Feb, 2001  
by Bob Dearman, a member of the board of directors of  
Plantation Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation, on  
behalf of said corporation.

Ann Beilin  
Notary Public - State of Texas

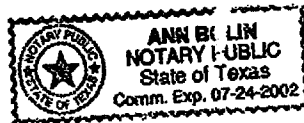


STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the 17 day of Feb, 2001  
by Shafiq Carnahan, a member of the board of directors of  
Plantation Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation, on  
behalf of said corporation.

Ann Beilin  
Notary Public - State of Texas



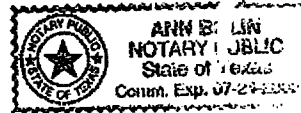


STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the 17 day of Feb, 2001 by Scott Vann, a member of the board of directors of Plantation Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

A. Bai  
Notary Public - State of Texas

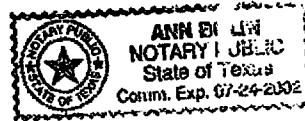


STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the 17 day of Feb, 2001 by Renee Ellis, a member of the board of directors of Plantation Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

A. Bai  
Notary Public - State of Texas



STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the 18<sup>th</sup> day of Feb, 2001 by Wayne McQuinn, a member of the board of directors of Plantation Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

A. Bai  
Notary Public - State of Texas