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### **BY-LAWS**

### OF THE

### PLANTATION LAKES COMMUNITY ASSOCIATION, INC.

After Recording Return To:

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### PLANTATION LAKES COMMUNITY ASSOCIATION, INC.

### ARTICLE I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS

### A. Name

The name of the Association shall be Plantation lakes Community Association, Inc. (hereinafter sometimes referred to as the "Association").

### B. Principal Office

The principal office of the Association shall be located in Waller County.

### C. <u>Definitions</u>

The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants Conditions and Restrictions for Plantation Lakes recorded in the Waller County, Texas public records under Clerk's File No. 403932 (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration").

D. Property

The property affected by these By-Laws is the property described on the first recorded plat for Plantation Lakes recorded on the 18<sup>th</sup> day of May, 004, under Clerk's File No. 403289 in the Map Records of Waller County, Texas, and any other subdivisions which are subsequently annexed and made subject to the authority of the Association.

# ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

### A. Membership

The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration and specifically incorporated herein by reference.

### B. Place of Meetings

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

### C. <u>Annual Meetings</u>

The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual

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meetings shall be set by the Board. Directors to be elected by the membership shall be elected at the annual meeting.

### D. Special Meetings

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of the total Class "A" votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof.

### E. Notice of Meetings

Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, fax or other electronic media, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice must contain a description of the topics or issues to be discussed.

Notice to a Member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing by that Member. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that the email was opened. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. For any given meeting, the Association may use any combination of the alternative methods for providing notice to the Members.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association shall be determined on the date the notice of meeting is first given.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid. One notice, addressed to multiple Members at the same address, shall suffice if more than one (1) Member resides at any address.

### F. Waiver of Notice

Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof,

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unless such Member specifically objects to lack of proper notice in writing at the time the meeting is called to order. Further, casting a vote by a Member on any issue to be voted upon at the meeting by any technological means authorized in these By-Laws shall be deemed a waiver by such Member of notice of the meeting. Attendance at a special meeting shall also be deemed wavier of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

### G. Adjournment of Meetings

If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such meeting, in person [or by proxy], may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. All votes cast by Members prior to the originally called meeting by proxy or by any technological means authorized in these By-Laws on issues to be considered at the meeting shall be valid and may be counted at the reconvened meeting at which a quorum is present; provided that, a Member who cast a vote on an issue by proxy or by any technological means authorized in these By-Laws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting at which a quorum is present. A Member may change his vote by attending the reconvened meeting in person, submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or changing the Member's vote by any technological means for voting authorized in these By-Laws. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

### H. Voting

The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Each Member may vote in person or by proxy appointed by instrument in writing and subscribed by the Member or by the duly authorized attorney of such Member. Facsimile proxies shall be valid. Electronic voting shall be valid pursuant to rules and regulations promulgated by the Board. At all meetings of Members, all questions, except those the manner of which is otherwise expressly governed by statute, the charter of the Association or by the Bylaws, shall be decided by the vote of a majority of the Members of the Association present in person or by proxy and entitled to vote, a quorum being present. All voting shall be via voice, except that, upon the determination of the presiding officer of any meeting or upon demand of a majority of Members present or their proxies, voting on any issues remaining on the agenda at any meeting shall be by ballot. Each ballot shall be signed by the Member voting or by his proxy. At the option of the Board of Directors, any vote may be taken by mail ballot, or any combination of mail, proxy or in person. Mail ballots may be counted toward a proxy of Members present (as if in attendance at a meeting).

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### 1. Majority

As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

### J. Quorum

Except as otherwise provided in these By-Laws or in the Declaration, the presence in person of Owners representing ten percent (10%) of the total eligible votes in the Association shall constitute a quorum at all meetings of the Association.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment. In the event, however, a sufficient number of Members leave less than a quorum at such meeting, business may continue to be conducted provided that (i) at least five percent (5%) of the total votes of the Association remains present in person and/or by proxy; and, (ii) any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

### K. Conduct of Meetings

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

### L. Action Without a Meeting

Any action required by law to be taken at a meeting of the Association or any action that may be taken at a meeting of the Association, may be taken without a meeting if written consent setting forth the action so taken is signed by Members holding the number of votes necessary to pass a proposition concerning the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

### M. Proxies and Absentee Ballots

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of the Member's interest in the property; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the case of a Member's execution of more than one proxy, the proxy with the most current date shall be valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time, if specified in the notice of meeting, shall not be valid.

To the extent permitted by law, a Member may vote on any issue to be voted upon by the Members under these By-Laws by absentee ballot that is delivered or mailed to the Association or transmitted to the Association by facsimile or by electronic communication over the Internet

or the Association network. To be valid, any vote cast by a Member by any of the alternative means must be received by the Association by the date and time specified in the notice of meeting or, if no date and time is specified in the notice of meeting, by midnight of the day before the date of the scheduled meeting. The mechanism for voting by electronic communication must provide a sufficient method of identifying the Member and verifying the Member's vote. Any requirement imposed by the Articles of Incorporation or By-Laws or by applicable law for a signature on any such absentee ballot shall be satisfied by a digital signature otherwise meeting the requirements of such documents or applicable law.

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### **ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

### A. Composition and Selection

### Section 1. <u>Governing Body</u>; Composition

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. After Class "B" Membership ceases to exist, all directors must be Members. However, so long as Class "B" Membership exists, Board members are not required to be Members. In the case of a Member that is a corporation or partnership, the person designated in writing by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

### Section 2. Directors During Class "B" Membership Existence

(a) During the existence of Class "B" Membership, directors shall be appointed pursuant to Article IV, Section (C)(2) of the Declaration, as incorporated herein by reference.

(b) Except for directors selected by the Class "B" Member, directors shall be elected by a majority vote of the Members.

(c) Election of directors by the Class "A" Membership may be by any mail ballot, by vote of a majority of the Members in person or by proxy at a properly called meeting at which a quorum is present, or by any combination of the same.

### Section 3. Right To Disapprove Actions

This Section 3 may not be amended without the express, written consent of the Class "B" Membership as long as the Class "B" Membership exists.

So long as the Class "B" Membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

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No action authorized by the Board of Directors of a Board elected by the Members, or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the Secretary of the Association, as it may change from time to time; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. The Class "B" Member, its representative or agents shall make its concerns, thoughts, and suggestions known to the members of the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors and to be taken by the Board, the Association, or any individual Member of the Association, if Board, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. The Class "B" Member shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

### Section 4. Number of Directors

The number of directors in the Association shall be not less than three (3) nor more than seven (7), as provided in Section 6 below. The initial Board shall consist of three (3) members as identified in the Articles of Incorporation. After Class "B" membership ceases, the elected directors must be Members of the Association.

### Section 5. Term of Office of Directors

The term of office of each Director shall be for two (2) years from the date of their election or appointment.

At the first annual meeting following: (1) the sale of one hundred percent (100%) of the platted lots; (2) the Declarant releasing its status as a Class B Member and its authority to appoint all members of the Board of Directors as evidenced by an instrument recorded in the Real Property Records of Waller County; or (3) or January 1, 2029, whichever occurs first, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) directors for a term of three (3) years and at annual meetings thereafter, the Members shall elect directors for two-year terms.

In the event the number of directors increases as provided for in Section 4, at no time shall more than one-third (1/3) of the total number of Directors be added to the same elected term.

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### Section 6. Nomination of Directors

Except for directors selected by the Class "B" Member, nominations for election to the Board of Directors after the control period/initial term shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of positions to be filled.

### Section 7. <u>Removal of Directors and Vacancies</u>

Any vacancy created during the term of a Board member may be filled by the remaining directors.

Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Members other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Members other than the Declarant. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association or not in compliance with the recorded restrictions for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor.

Any director appointed by the Class "B" Member may only be removed by a vote of the Board.

B. Meetings

Section 1. Organizational Meetings

The first meeting of the Board of Directors following each annual meeting of the Membership shall be held within sixty (60) days thereafter at such time and place as shall be fixed by the Board.

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### Section 2. <u>Regular Meetings</u>

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to the directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Alternatively, the Board of Directors may schedule a regular meeting date, place and time and, after forwarding notice of the same, shall not have the obligation to give future notices until a change is made.

### Section 3. Special Meetings

Special meetings of the Board of Directors shall be held when called by written notice issued at the request of the President of the Association or by written resolution of a majority of a quorum of the Board of Directors. The notice shall specify the time and place of the meeting. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, facsimile or other such communication methods, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

### Section 4. Waiver of Notice

The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

### Section 5. Quorum of Board of Directors

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the

reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

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### Section 6. <u>Compensation</u>

No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes of the Association at a regular or special meeting of the Association; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

### Section 7. <u>Conduct of Meetings</u>

The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

### Section 8. Open Meetings

Subject to the provisions of Section B(9) or (10) of this Article, all meetings of the Board may be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss or vote on matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

### Section 9. <u>Action Without a Formal Meeting</u>

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

### Section 10. <u>Executive Session</u>

The Board of Directors may close a portion of its meetings for the purpose of discussing items which require confidentiality, matters involving the personal accounts of Lot Owners, matters currently in litigation and other matters that the Board, in its discretion, considers to be of a sensitive nature.

C. <u>Powers and Duties</u>

Section 1. Powers

The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs.

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The Board of Directors shall delegate to one (1) or more of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws, Texas law or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparing and adopting of annual budgets;

(b) making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for Special Assessments;

(c) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(d) providing for the operation, care, upkeep and maintenance of all Common Areas, including entering into a contract to provide for such operation, care, upkeep and maintenance;

(e) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(f) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its Property and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(g) making and amending rules and regulations and promulgating, implementing and collecting fines for violations of the rules and regulations;

(h) opening of bank accounts on behalf of the Association and designating the signatories required;

(i) enforcing by legal means the provisions of the Declaration, including the provisions concerning architectural control, these By-Laws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities with policy limits, coverage and deductibles as deemed reasonable by the Board of Directors and paying the premium cost thereof;

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(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(1) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting, in alphabetical order, the names, Property addresses and mailing addresses of all Members;

(n) making available upon request to any prospective purchaser, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing such Property and all other books, records, and financial statements of the Association for a reasonable charge; and making copies thereof available for a reasonable charge; and

(o) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property.

### Section 2. <u>Management</u>

The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (b), (f), (g), and (i) of Section C(1) of this Article.

### Section 3. Accounts and Reports

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) Accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed.
- (b) Accounting and controls should conform to generally accepted accounting principles.
- (c) Cash accounts of the Association shall not be commingled with any other accounts.
- (d) No remuneration without full disclosure and prior agreement of the Board of Directors, or as contained in a written management contract, shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form

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of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

- (e) Any financial or other interest that any director, or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.
- (f) Commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association monthly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent.

(g) An annual report consisting of at least the following shall be made available at the annual meeting of Members to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

### Section 4. Borrowing

The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Areas or for any other proper purpose without the approval of the Members of the Association.

Section 5. <u>Rights of the Association</u>

With respect to the Common Areas and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other Neighborhood owner or resident associations, both

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within and without the Property. Such agreements shall require the consent of a majority of the total number of directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the existence of Class "B" Membership unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause.

### Section 6. <u>Enforcement</u>

After notice and an opportunity to be heard, if same is required by law, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Areas for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted by the Association; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In addition, the Association shall be entitled to suspend any services provided by the Association to a Lot in the event that the Owners of such Lot is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest or invitee of a Lot Owner violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant and/or owner; provided, however, if the fine is not paid by the Oscupant within the time period set by the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner is obligated to pay to the Association certain charges and Assessments, including such charges and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Such costs, expenses, and fees include, but are not limited to:

(a) actual expenses, including attorney fees and court costs;

(b) a Late Processing Fee may be set annually by the Board of Directors, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;

(c) a Dishonored-Check Processing Fee, set by the Board of Directors, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;

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(d) a Partial Payment Processing Fee, set by the Board of Directors, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;

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(e) a Transfer Fee which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new owner; and

(f) a Refinance Fee which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot and updating the books and records of the Association.

Certificate.

(g) a reasonable fee to assemble, copy, deliver and update a Resale

Any such Assessment or charge that is not paid when due shall be delinquent.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and perform exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorneys' fees actually incurred.

### ARTICLE IV. OFFICERS

A. Officers

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

### B. Election, Term of Office and Vacancies

The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A

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vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

### C. <u>Removal</u>

Any officer may be removed from office, but not as a director of the Board, with or without cause, by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

### D. <u>Powers and Duties</u>

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

### E. <u>Resignation</u>

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### F. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or such other person or persons as may be designated by resolution of the Board of Directors.

### ARTICLE V. COMMITTEES

The Board of Directors is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee and in accordance with such rules as are adopted by the Board of Directors. All committees of the Association shall be vested with advisory powers only and is not authorized to act on behalf of the Association.

### ARTICLE VI. MISCELLANEOUS

### A. Fiscal Year

The fiscal year of the Association shall be January 1st to December 31st of each year.

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### B. Parliamentary Rules

Except as may be modified by Board resolution, <u>Robert's Rules of Order</u> (current edition) may govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these By-Laws.

### C. <u>Conflicts</u>

If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration, and/or these By-Laws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

D. Books and Records

### Section 1. Inspection by Members and Mortgagees

The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a proper purpose during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe, by appointment.

### Section 2. Rules for Inspection

The Board may establish reasonable rules with respect to:

- (i) notice to be given to the custodian of records;
- (ii) hours and days of the week when such an inspection may be made by appointment for a proper purpose; and
- (iii) payment of the cost of reproducing copies of documents requested.

### Section 3. Inspection by Directors

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

E. <u>Notices</u>

Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

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(a) if to a Member at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

### F. Amendment

These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of the Board of Directors and the consent of the Class "B" Members, so long as such membership exists, or by two-thirds (2/3) of the combined Class "A" and Class "B" votes of the Association present, in person or by proxy, at any regular or special meeting. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

### G. Indemnity

To the fullest extent permitted by applicable law, Association shall and does hereby agree to indemnify, protect, hold harmless and defend its officers, directors, and committee members, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association shall not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of Indemnitees. THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.

The Indemnitees shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which indemnification may apply, and Association, at Association's expense, shall assume on behalf of Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel, provided, however, that Indemnitees shall have the right, at their own option, to be represented therein by advisory counsel of their own selection and at their own expense.

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In the event of the failure by Association to fully perform its obligations in accordance with this Section, Indemnitees, at their option, and without relieving Association of its obligations hereunder, may so perform, but all costs and expenses so incurred by Indemnitees in that event shall be reimbursed by the Association to Indemnitees, together with interest, on the same from the date any such expense was paid by Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or if no maximum rate is applicable, at the rate of eighteen percent (18%) per annum). The indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

### H. Business Judgment Rule

Any act or thing done by any Director, Officer, or Committee Member taken in furtherance of the purposes of the corporation, and accomplished in conformity with the procedures set forth in the Declaration, Articles of Incorporation, the laws of the State of Texas, and/or these By-laws, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the Director, Officer, or Committee Member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, Officer or committee Member. A court shall not re-examine the quality of the decisions made by the Director, Officer, or Committee Member by determining the reasonableness of the decision as long as the decision is made in good faith in what the Director, Officer, or Committee Member believes to be the best interest of the corporation.

### I. Owner Conflict

If an Owner is involved in litigation with the Association as to a conflict of interpretation of the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes, the Articles of Incorporation for the Plantation Lakes Community Association, rules and regulations promulgated by the Association, or these By-Laws, and/or the amount of delinquent assessments, that Owner may not participate in any Association meeting or activity.

### J. <u>Dissolution</u>

The corporation may be dissolved pursuant to Article 1396-6.01 of the Texas Non-profit Corporation Act, or its successor statute. If the corporation is dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

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APPROVED BY:

CLAY SIGNOR DIRECTOR

CAROL SCHUELKE, DIRECTOR

no CHARLES SIGNOR, DIREC τór

By-Laws of the Plantation Lakes Community Association, Inc.

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### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Plantation lakes Community Association, Inc., a Texas corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly, adopted at a meeting of the Board of Directors where a quorum was present held on the 24+kday of September 2004 man 2004

対望 れば いいー IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 24th day of Sept 02 , 2004.

Batterie

Carol Schuelke, Secretary

STATE OF TEXAS ş ş ş COUNTY OF WALLER

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BEFORE ME, on this day personally appeared Carol Schuelke, the Secretary of Plantation lakes Community Association, Inc. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 24 day of September, 2004.

Notary Public - State of Texas

MARTHA L. COOK NOTARY PUBLIC STATE OF TEXAS ission Expires Sept. 18, 2005

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Koberts III. 2500 City West Blud S Houston, Teras Houston, Teras 8



STATE OF TEXAS COUNTY OF GRIMES I hereby certify that this instrument was filed on the data and time stamped hereon by me and was duby recorded in the yeaune and page of the real property records of Grimes County, Texas as stamped hereon by me.

OCT 1 9 2004



11/04/2019 10:36:30 AM Total Pages: 6 Fees: \$32.00 Debbie Hollan, County Clerk - Waller County, TX AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES

1909299

### STATE OF TEXAS

### COUNTY OF WALLER/GRIMES

WHEREAS, Mill Creek, Ltd., a Texas limited partnership (the "Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for Plantation Lakes (the "Declaration") recorded September 17, 2004 under County Clerk's File No. 194638 in the Real Property Records of Grimes County, Texas, and under County Clerk's File No. 403932 in the Official Records of Waller County, Texas, which imposed covenants, conditions and restrictions on Plantation Lakes, a subdivision in Waller and Grimes County, Texas, as more fully set forth therein; and

ş ş ş

WHEREAS, Declarant executed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes recorded in October 2004 under County Clerk's File No. 194958 in the Real Property Records of Grimes County, Texas, and under County Clerk's File No. 404501 in the Official Records of Waller County, Texas; and

WHEREAS, Declarant executed that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes recorded in November 2005 under County Clerk's File No. 203212 in the Real Property Records of Grimes County, Texas, and under County Clerk's File No. 508354 in the Official Public Records of Waller County, Texas; and

WHEREAS, Declarant further amended the Declaration upon the execution and filing of Supplemental Amendments to the Declaration recorded under County Clerk's File Nos. 195110, 195960, and 203211 in the Real Property Records of Grimes County, Texas; and County Clerk's File Nos. 407183, 408945, and 501060 in the Official Public Records of Waller County, Texas; and

WHEREAS, the original Declaration, Amendments to the Declaration, and Supplemental Amendments to the Declaration are hereinafter collectively referred to as the "Declaration"; and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, Declarant caused Plantation Lakes Community Association, Inc., a Texas non-profit corporation (the "Association"), to be formed, the purposes of which are to provide for the maintenance, preservation, and architectural control of the lots and common areas located within Plantation Lakes and any additions thereto which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, ARTICLE XIII, MODIFICATION AND TERMINATION OF COVENANTS, of the Declaration provides, in part, "[t]his Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. . . .approval by the Owners of a majority of the Lots shall be required to amend, modify or terminate this Declaration"; and

WHEREAS, proper notice having been given, Owners representing at least a majority of the Lots voted and approved, in writing, a proposal to amend the Declaration as provided herein; and

WHEREAS, the undersigned, President of the Association, upon reviewing the ballots submitted SDG: PLCA-0001 Page 1 of 6 by Owners has confirmed the written approval of Owners representing a majority of the Lots.

NOW THEREFORE, the President of Plantation Lakes Community Association, Inc., on behalf of the members of the Association, executes this document which shall serve as a formal amendment to the Declaration and shall be immediately effective upon the recording of this document.

### AMENDMENT 1:

Article VI, Use Restrictions, Section B, Parking and Prohibited Vehicles, is amended to read as follows:

### ARTICLE VI. USE RESTRICTIONS

### B. Parking and Prohibited Vehicles

Passenger vehicles, motorcycles, tractors (or similar vehicles), recreational vehicles, boats, or horse and utility trailers (a) that are in operating condition; (b) as qualified by current vehicle registration and inspection stickers; and (c) that have no commercial advertising located thereon, unless otherwise provided in Section B (1) hereof, may be parked on Home site driveway, within an enclosed garage, or approved screening. However, no vehicle or trailer shall be parked so as to obstruct or block a sidewalk or be parked on a grassy area.

The restriction concerning commercial advertising shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Storage of any vehicles in the street is prohibited. Storage shall mean the parking of a vehicle in a street for more than seven (7) days in any calendar month.

### AMENDMENT 2:

Article VI, Use Restrictions, Section E. Notices and Easements, Subsection 4. Monuments and Fences, is amended to read as follows:

### ARTICLE VI. USE RESTRICTIONS

### E. Notices and Easements

### 4. Monuments and Fences

The Association is hereby granted an easement to place, maintain and repair a monument or marker at any entrance to Plantation Lakes.

Fencing may be installed on Lots that abut green belts, lakes, ponds, and other landscaping reserves. If any fencing is installed on Lots abutting green belts, lakes, ponds, and other landscape reserves, such fencing shall be in a location and of a material and design as approved by the ARC; provided, however, no chain link fence or barbed wire fence may be installed on the Property. Access to green belts, lakes ponds and/or other landscaping reserves, if any, shall be through approved access points located on the Common Areas only. Gate access

from individual Lots is strictly prohibited except on rear and/or side Lot lines adjacent to green belts, which rear gates are subject to prior ARC approval.

Side and rear fencing may be installed on all Lots; provided, such fencing is not a barbed wire or a chain link fence

Owner shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder and/or Declarant to Owner. Replacement fences shall be of a similar or better material. Any design or material changes must have ARC approval. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of each Lot owner on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain said fence in a manner consistent with the subdivision in the sole discretion of the Board of Directors, the Association shall have the right, but not the obligation, to enter such property for the repair and./or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

### AMENDMENT 3:

Article VI, Use Restrictions, Section M. Tree Removal, is amended to read as follows:

### ARTICLE VI. USE RESTRICTIONS

### M. <u>Tree Removal</u>

No hardwood trees greater than six (6) caliper inches to be measured at a point six (6) inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC; provided, however, an Owner and/or Builder may remove trees on his Lot that are located directly within the ARC approved planned structure site, roof overhangs, driveway, or from up to eight (8) feet from the rear Lot line in order to place a fence in such area. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

### **AMENDMENT 4:**

Article VII, Architectural Restrictions, Section A. Architectural Review Committee – "ARC", is amended to read as follows:

### ARTICLE VII. ARCHITECTURAL RESTRICTIONS

A. Architectural Review Committee - "ARC"

The initial ARC shall be composed of three (3) individuals designated by Declarant, one of whom may be designated as representative to act on behalf of the ARC. The Declarant reserves the right to appoint replacements as necessary by reason of resignation., removal or incapacity. The Declarant shall retain the right of ARC appointment until the first to occur of the following:

- 1. the Declarant no longer owns any Lots in Plantation Lakes, or
- 2. the Declarant so desires to relinquish its authority over ARC appointment, or

3. January 1, 2029.

At such time, the Board of Directors of the Association shall have the right to replace such ARC members by duly appointing at least three Owners in good standing with the Association. The Board of Directors reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole discretion of the Board of Directors.

The Board of Directors shall have the right to review any action or non-action taken by the ARC and shall be the final authority.

At any time prior to the happening of (1)k(2), or (3) above. the Declarant may, without obligation, assign to the Board of Directors the responsibility for review and approval of modifications to existing Dwellings.

The ARC shall have the right, but not the obligation, to promulgate Building Guidelines. and/or Architectural Guidelines as to construction types and aesthetics as set by the ARC, which may be changed at any time by the ARC without notice to the Owners.

### AMENDMENT 5:

Article VII, Architectural Restrictions, Section D. Landscaping, is amended to read as follows:

### ARTICLE VII. ARCHITECTURAL RESTRICTIONS

### D. Landscaping

Landscape shall be installed within six (6) months of moving into a new home, weather permitting. Landscape shall be defined as the areas in front and at the sides of a home, along the perimeter of the home. Landscape does not include any plants or trees planted anywhere else on the property.

### **AMENDMENT 6:**

Article VII, Architectural Restrictions, Section G. Garages, is amended to read as follows:

### ARTICLE VII. ARCHITECTURAL RESTRICTIONS

### D. Garages

Dwellings must at all times have either attached or detached garages capable of housing a minimum of two (2) full size vehicles and that meet Builder Guidelines and/or Architectural Guidelines specifications. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for a living area.

Except as expressly amended herein, all remaining provisions of the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes shall remain in full force and effect.

SDG: PLCA-0001

The undersigned has been duly authorized to execute and deliver this instrument.

EXECUTED. this <u>26</u> day of <u>September</u> 2019.

Plantation Lakes Community Association. Inc., a Texas nonprofit corporation

By: Nama Chambers
Name: LAURA CHAMBER S
Title: President

STATE OF TEXAS	
COUNTY OF Harris	\$
COUNTY OF Harris	Ş

Before me, the undersigned authority, on the <u>26</u> day of <u>September</u> 2019, personally appeared <u>Aure Chambers</u> President of Plantation Lakes Community Association, Inc., known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of the corporation and for the purpose stated herein.

Given under my hand and seal of office this  $26^{\text{th}}$  day of <u>September</u>. 2019.



Notary Mublic. State of Texas

AFTER RECORDING. RETURN TO:



6548 Greatwood Parkway Sugar Land, Texas 77479 1909299 11/04/2019 10:36:30 AM Page 6 of 6

### FILED AND RECORDED

### Instrument Number: 1909299

Filing and Recording Date: 11/04/2019 10:36:30 AM Pages: 6 Recording Fee: \$32.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Jestre Hellen

Debbie Hollan, County Clerk Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

CSC, Deputy

Returned To: SEARS, BENNETT & GERDES, LLP 9700 RICHMOND AVE STE 222 HOUSTON, TX 77042

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#### PLANATATION LAKES COMMUNITY ASSOCIATION, INC. PAYMENT PLAN POLICY

5000

STATE OF TEXAS

COUNTY OF WALLER

WHEREAS, Plantation Lakes Community Association, Inc. (the "Association"), is the governing entity for Plantation Lakes, an addition in Waller County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.0062, which requires the Association to adopt and record alternative payment schedule guidelines ("Payment Plans") for assessments; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning, the restrictive covenants contained herein:

NOW THEREFORE, in order to comply with Section 209,0062, the Association hereby adopts the following Payment Plan guidelines:

- 1) All Owners are entitled to one approved Payment Plan to pay their annual assessment.
- 2) All Payment Plans require monthly payments.
- Upon request, all Owners are automatically approved for a Payment Plan consisting of 0% down, with the balance paid off in 3 monthly installments.
- 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing; the Association is not obligated to approve alternative Payment Plan proposals.
- 5) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimated accrued interest.
- 6) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
- If an owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:

- a) failing to return a signed Payment Plan form with the down payment;
- b) missing a payment due in a calendar month (including NSF checks); or
- c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- (0) No Payment Plan may last less than 3 months or more than 18 months.
- The Association may only charge interest throughout the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.

PLANTATION LAKES COMMUNITY ASSOCIATION, INC.

#### **CERTIFICATION**

"I, the undersigned, being the President of Plantation Lakes Community Association, Inc. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the \_\_\_\_ day of 12 - 22, 2011."

By Aches 7. Morgan Print name: John F.M.	
	ACKNOWLEDGEMNENT
STATE OF TEXAS	§ .
COUNTY OF WALLER	9 §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this Adra day of Weller

2011. Notary Public, State of Texas

MELINA D. MARTIN i la c E219

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#### EXHIBIT "A"

Plantation Lakes, an addition in Waller County, Texas, Filed under County Clerk's File No. 403289, Plat Records of Grimes County, Texas.

Declaration of Covenants, Conditions and Restrictions for Plantation Lakes CA, On or about September 17, 2004, Filed under County Clerk's File No. 403932, Real Records of Walter County, Texas, and under Clerk's File Number 194638 in the Real Property Records of Grimes County together with any other filings of records (if any).

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes CA, on or about October 5, 2004, Filed under County Clerk's File No. 404501, Real Records of Walter County, Texas, and under Clerk's File Number 194958 in the Real Property Records of Grimes County together with any other filings of records (if any).

Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes CA, on or about November 8, 2005, Filed under County Clerk's File No. 508354, Real Records of Waller County, Texas, and under Clerk's File Number 00203212 in the Real Property Records of Grimes County together with any other filings of records (if any).

Supplemental Declaration of Covenants, Conditions and Restrictions for Plantation Lakes CA-Section two, on or about September 29, 2004, Filed under County Clerk's File No. 407183, Real Records of Waller County, Texas, and under Clerk's File Number 195110 in the Real Property Records of Grimes County, Texas together with any other filings of records (if any).

Supplemental Declaration of Covenants, Conditions and Restrictions for Planation Lakes CA-Section three recorded under Clerk's File Number 408945 in the Real Property Records of Waller County, Texas and under Clerk's File Number 195960 in the Real Property Records of Grimes County, Texas together with any other filings of records (if any).

Supplemental Dectaration of Covenants, Conditions and Restrictions for Plantation Lakes CA-Section four, on or about November 2, 2005, Filed under County Clerk's File No. 00203211, Real Records of Grimes County, Texas, together with any other filings of records (if any).

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Builder Guidelines for Plantation Lakes CA, on or about February 11, 2005, under County Clerk's File No. 501060, Real Records of Waller County, T and under Clerk's File Number 199681 in the Real Property Records of G County, Texas together with any other filings of records (if any).	CX 81,
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#### THE STATE OF TEXAS COUNTY OF WALLER

I hereby certify that this instrument was FILED on the data and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Walter County, Texas, in the Volume and Page as noted hereon by me.



Debbie Hellon

County Clark, Walter County, Texas

Eiled for Record int Grimes County On: Feb 22:2012 at U3:01P **Å**5 0 PECORDINGS

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STATE OF TEXAS COUNTY OF GRENES I herefor centify that this instrument was filed on the data and time stanoed here on by me and was duly recorded in the volume and page of the named records of t Grimms County as stanged hareon by ac. Fab 22:2012

David Perket, County Clerk Gnewes Counts

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### AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS	)(	
	)(	KNOW ALL BY THESE PRESENTS:
COUNTY OF GRIMES	ЭС	

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Plantation Lakes Community Association, Inc. is a property owners' association as the term is defined in the Texas Property Code and has property located in Grimes County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Plantation Lakes Community Association, Inc. which have not been previously filed in the public records of Grimes County are attached hereto, including:

Articles of Incorporation

FURTHER, other dedicatory instruments of the Plantation Lakes Community Association, Inc. have already been filed in the public records of Grimes County and these documents supplement the previously filed documents.

SIGNED on this 19th day of March, 2018.

Mouis Signature:

By: Linda Morris Title: C.I.A. Services, Inc., Managing Agent for Plantation Lakes Community Association, Inc.

STATE OF TEXAS

COUNTY OF GRIMES

This instrument was acknowledged before me on this 19th day of March, 2018 by Linda Morris.

)(

)(

Signature: By: Rhonda V Duffield Title: Notary in and for the State of Texas My commission expires on 10/24/18



Return to: C.I.A. Services, Inc. 8811 FM 1960 Bypass Road, Suite 200 Humble, Texas 77338-4023
Doc Bk 00293052 RP

Geoffrey S. Connor

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Secretary of State

## Office of the Secretary of State

#### CERTIFICATE OF INCORPORATION OF

Plantation Lakes Community Association, Inc. Filing Number: 800357954

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/25/2004

Effective: 06/25/2004



Geoffrey S. Connor Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/ FAX(512) 463-5709

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FILED In the Office of the Secretary of State of Texas

#### **Articles of Incorporation**

JUN 25 2004

#### Plantation Lakes Community Association, Inc.

Corporations Section

The undersigned acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

#### ARTICLE I

The name of the corporation is Plantation Lakes Community Association, Inc., hereafter referred to as "Association".

#### ARTICLE II

The Association is a Texas non-profit corporation, and shall have all the powers and duties specified in and allowable under the Texas Non-Profit Corporation Act. No part of the assets or net earnings of this Association shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article IV below. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Association shall not carry on any other activities not permitted to be carried on by a Association exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code or corresponding section of any future federal tax code.

#### ARTICLE III

The period of this Association's duration is perpetual.

#### ARTICLE IV

The purposes for which this Association is formed are:

(a) The enforcement and administering of the provisions of the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes (the "Declaration"), a subdivision located in Waller County, Texas, as described under the map or plat thereof filed under Clerk's File No. 403289 in the Map Records of Waller County, Texas or any other subsequent plats theretofore filed affecting such subdivision. In order to carry out such general purposes, the Association shall have the general power to:

(1) Fix assessments (or charges) to be levied against Lots, and establish services, without the obligation to so provide, for the benefit of the Members;

(2) Enforce any and all covenants, conditions, restrictions and agreements applicable to the Property;

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(3) Insofar as permitted by law, these Articles of Incorporation, the By-Laws, the Declaration or any other dedicatory instruments, to do any other thing of a similar nature that will promote the common benefit and enjoyment of the Owners of the Property, as authorized by the Articles of Incorporation, By-Laws, Declaration, any other dedicatory instrument or permitted by law.

(b) Without limiting the foregoing general statement of purposes and powers, the Association shall have the power to:

(1) Cause to be kept a complete record of all its receipts and disbursements hereunder and maintain a statement thereof and a summary of the major activities on an annual basis;

(2) Monitor all agents and employees of the Association hereunder and to see that their duties are properly performed;

(3) Fix, levy and collect the amount of the assessments and other charges to be levied against each Lot;

(4) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment;

(5) Buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association, which shall include the power to foreclose its lien on any Property subject to the Declaration by judicial or nonjudicial means;

(6) Procure and maintain liability insurance upon the Board of Directors, its agents and employees, and insurance as deemed appropriate by the Board of Directors on Association assets or any other proper purpose;

(7) Exercise all powers reasonably necessary to effectuate the purposes of this Association;

(8) Manage, control, operate, maintain, preserve, repair and improve the Common Areas and any Property subsequently acquired by the Association, or any other property owned by another for which the Association, by rule, regulation, Declaration, or contract, has a right or duty to provide such services.

(9) Borrow money for any purpose subject to such limitations as may be contained in the dedicatory instruments;

(10) Enter into, make, perform and enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, including enforcement of the architectural control provisions contained in the Declaration;

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(11) Provide or contract for services benefiting the Property and/or the Owners including, without limitation or obligation, garbage removal and any and all supplemental municipal services as may be necessary or desirable;

(12) Contract with other associations, organizations, or groups to provide for the maintenance of property adjacent to or adjoining the Property;

(13) Spend money for the improvement or maintenance of property in the vicinity of the Property subject to the Declaration, or adjacent to or adjoining such property;

(14) Suspend the rights of any owner, their guest or tenants to vote or use the Common Areas;

(15) Promulgate reasonable rules and regulations and implement fines for violation of said rules and regulations.

The foregoing enumeration of powers shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent powers.

This Association shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of this Association as set forth above in Paragraphs (a) and (b) of this Article IV. This Association is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes and nothing contained in the foregoing statement of purposes shall be construed to authorize this Association to carry on any activity for the profit of its members, or to distribute any gains, profits or dividends to its members as such.

#### ARTICLE V

The Association shall be a membership corporation without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot, in the Property subject to the Declaration, are Members of the Association. The Members shall be divided into two (2) classes and entitled to vote in accordance with the provisions contained in the By-Laws and the Declaration. Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association and shall be a Class "A" Member with the exception of the Declarant. The Declarant and its designees shall be the Class "B" Membership. Membership is appurtenant to, and inseparahle from, ownership of a Lot.

#### ARTICLE VI

The mailing address of the initial registered office of the Association is 17600 FM 1488 Magnolia, TX 77354 and the name of its initial registered agent at such address is Carol Schuelke.

#### ARTICLE VII

The business and affairs of the Association shall be conducted, managed and controlled by a Board of Directors. The Board may delegate such operating authority to such companies,

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individuals or committees as it, in its discretion, may determine. The initial Board of Directors shall consist of the following three (3) members and shall serve an initial term until Class B membership ceases to exist under Article IV, Section C (2) of the Declaration:

Name

Address

17600 FM 1488 Magnolia, TX 77354

17600 FM 1488 Magnolia, TX 77354

3. Carol Schuelke

2. Matt Rodriguez

1. Clay Signor

17600 FM 1488 Magnolia, TX 77354

The number of directors after the initial Board of Directors may be changed by the Association or the Board of Directors as set forth in the By-Laws.

#### ARTICLE VIII

These Articles of Incorporation may be amended by two-thirds (2/3) of those Owners present at a meeting at which a quorum is present with the joinder of the Declarant so long as Class B membership exists.

#### ARTICLE IX

To the fullest extent permitted by Texas Statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director or the Association shall not be liable to the Association for monetary damages for an act or omission in the director's capacity as a director. Any amendment of these Articles of Incorporation shall be prospective only and shall not adversely offset any limitation on the personal liability of a director of the Association existing at the time of such repeal or amendment.

(a) Subject to the exceptions and limitations contained in Article IX (b) hereof:

(1) Every person who is or has been a director, officer, or managing agent of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any demand, claim, action, suit (or threat thereof) or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a director or officer and against amounts paid or incurred by him in the settlement thereof;

(2) The words "claim," "action," "suit," or "proceeding" shall apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of these Articles of Incorporation; and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) No indemnification shall be provided hereunder to a director or officer or any other individual:

(1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct or reckless disregard of the duties involved in the conduct of his office;

(2) With respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith in the reasonable-belief-that-his-action-was in the best interest of the Association;

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any director or officer now or hereafter may be entitled, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in Article IX hereof may be advanced by the Association before final disposition thereof upon receipt of an undertaking by or on behalf of the director or officers, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under Article IX.

#### ARTICLE X

THE ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. LOT OWNER AND TENANT ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT BEING LEASED, GUESTS AND INVITEES OF ANY LOT OWNER OR RESIDENT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS,

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PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. LOT OWNER AND TENANT, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT BEING LEASED, GUESTS AND INVITEES OF A LOT OWNER OR TENANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH LOT OWNER, TENANT AND OCCUPANT OF ANY LOT ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY LOT OWNER OR TENANT ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES. SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

#### ARTICLE XI

The Association may be dissolved only as provided in the By-Laws and by the laws of the State of Texas. If the Association is dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

#### ARTICLE XII

The name and street address of the incorporator is:

Name

Carol Schuelke

17600 FM 1488 Magnolia, TX 77354

Address

#### ARTICLE XIII

In case of the resignation, death, failure, incapacity, removal or refusal to serve of any of the said initial directors prior to the end of the initial term, the remaining directors may appoint a substitute director or directors to serve the remainder of said initial term. The judgment of the directors, whether the directors are the initial directors or substitute directors in the expenditure of funds of this Association shall be final and conclusive, so long as such judgment is exercised in good faith.

#### ARTICLE XIV

The By-laws of this Association shall be adopted by the Board of Directors of this Association and shall thereafter be amended or altered by a majority vote of the Board of Directors of this Association.



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#### ARTICLE XVI

All capitalized terms used in these Articles of Incorporation shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Texas, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation on this the 22 day of \_\_\_\_\_\_, 2004.

#### INCORPORATOR:

 $B_{l}$ 

Carol Schuelke, Incorporator

STATE OF TEXAS

COUNTY OF Martiganery

BEFORE ME, a notary public, on this day personally appeared, Carol Schuelke, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that she is the person who signed the foregoing document in her representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 22 day of 342,2004.

attn NOTARY PUBLIC, STATE OF TEXAS

TRANSFORMATION AND TRANSFORMED AND TRANSFORMED AND TRANSFORMED AND TRANSFORMED AND TRANSFORMED AND TRANSFORMED MARTHA L. COOK NOTARY PUBLIC STATE OF TEXAS My Commission Expires Sept. 18, 2005 89, Amount 「「日田のい David 3 Receipt Number -Document Number 3 Su : ST HERS iled hereby led on stamped hereon the named Ter Aus dola for Mar 26,2018 Pasket, Gribes K (UND) (Jounty 26,2018 the TEXAS centify Record date County records recorded RECORDINGS 6r imes - 96513 Tina S Schrueder that ot 1 DUUG 60 01:33P 2 time County -5 99293052 58,00 the volume and page stamped hereon by instrument was Clerk COUNTY 무 GRIMES 7 R.

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## Plantation Lakes Architectural Review Committee

# PLANTATION LAKES

# **BUILDER GUIDELINES**

## Plantation Lakes Architectural Review Committee

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## INTRODUCTION

Plantation Lakes is being developed as a single-family residential community.

This document is presented as a minimum set of development guidelines and standards for All Construction within the Plantation Lakes community. These guidelines are an aid in the goal that all development within the community contributes in a positive way to the overall quality of the surroundings.

These guidelines are supplemental to the Declaration of Covenants, Conditions and Restrictions and are to be used in architectural review of Builder, Developer or Owner plans. Noncompliance of these guidelines is grounds for disapproval of plans. These guidelines are also for use as standards for future compliance to maintain the integrity of the community. The developer (or its successors and/or its assigns) reserves the right to make changes to these guidelines as development progresses.

<u>All New Construction of Residences, Structures, Additions, Outbuildings, Fences/Walls, &</u> <u>Culvert Installation must be Approved by the Architectural Control Committee.</u>

New Construction must maintain the Harmony of Existing Structures on the Lot and within Plantation Lakes.

NOTE: TEMPORARY BUILDINGS, RV'S OF ANY TYPE INCLUDING TRAVEL TRAILERS ARE NOT ALLOWED ON ANY VACANT LOT OR DURING THE CONSTRUCTION OF A NEW HOME IN PLANTATIN LAKES. THIS INCLUDES SHACKS, TENTS OR ANY OTHER FORM OF A TEMPORARY STRUCTURE

COMPLETED HOMES MAY PARK RV'S/TRAILERS PER OUR DEED RESTRICTION GUIDELINES

## GENERAL

The Property Owner is <u>Solely</u> responsible to develop/maintain individual lots in accordance with:

- Declaration of Covenants, Conditions and Restrictions
- Builder Guidelines and Standards
- Recorded Plats/Replats
- All Rules and Regulations of the Plantation Lakes Community Association, Inc.
- Supplemental Amendments

This includes: Compliance with building setback lines, lot layouts, driveways, sidewalks & garages

- Ties to utilities
- Ordinances/Regulations that may be in effect from Waller/Grimes County, TNRCC, EPA, State, Federal or any other governmental agency having applicable jurisdiction

Construction Start/Completion Times after plan approval:

- Start within 90 days
- Homes Exterior complete including Drive/Entrance within 12 months
- Non-Home Construction complete within 12 months

NOTE: There are Forms provided to aid the PO & the ARC with submitting and review of all Plans received. APPROAL IS BASED STRICLY ON THE PLANS SUBMITTED AND NOT THE COMMENTS MADE ON THE FORMS.

## SINGLE FAMILY RESIDENTAL CONSTRUCTION

- One dwelling unit per lot
- Residential purposes only
- Excludes Duplex's/Apartments/condominiums/townhouses
- Meets Harmony of Design with existing homes
- Log Home permitted
- All Structures built on Site
- Excludes Manufactured/Mobile homes
- Detached Garages/Dwellings constructed of similar materials
- Workshops/Barns/Garages not permitted for Residential purposes

#### SQUARE FOOTAGE

- Single Story Minimum square foot 1600
- Two Story Minimum square foot 2200
- Guest House Minimum square foot 750 to 1000 Max, or as approved by the ARC (See Guest House Specifics below)
- Square footage does not include porches/patios/garages/non-A/C space
- Maximum 2 Stories
- Maximum Height 28 feet or as approved by the ARC

#### APPROVED ROOFS

- Minimum 30-year (4 Tab) composition shingles
- Standing seam metal
- Copper
- Tile
- ARC approved "Other"
- No Barn/Dome style

#### **CONSTRUCTION SPECIFICS**

- Wall Studs Maximum 16-inch center
- Roof Rafters 16-inch center (Greater than 16 inch center may be considered with minimum 5/8" decking or thicker)
- Attached Garage Size minimum 20' X 22'
- Detached Garage size minimum 24' X 24'
- Engineered Slab with Slab Elevation Certificate
- Construction Driveway
- Roof Colors with harmony of existing homes in Plantation Lakes
- Solar Panel Plan
- Approved Exterior Siding
  - 1. Cedar
  - 2. Hardi-Plank
  - 3. Stone
  - 4. Brick

## **GUEST HOUSES**

- Use limited to Guests, Family & Servants
- View from the road cannot appear to look like a Duplex
- Guest House Minimum square foot 750 to 1000 Max, or as approved by the ARC
- Must be set back from Primary Residence (cannot be side by side)
- No Garage/Carports permitted with the Guest House
- Primary Residence Garage cannot be between Primary Residence & Guest House, so one Garage serves both structures.
- May contain Kitchen/Laundry Room
- May not have second Street Address
- Cannot be Rented

## LOT MAINTENANCE DURING CONSTRUCTION:

- Requires Trash Bins/Fencing for debris containment
- Regular on-site clean up, minimum monthly
- On-Site Porta Potty for extended construction jobs (Homes/Buildings/Clearing etc)
- · Builder must install silt fencing, where applicable

#### (Note: Tied to Construction Deposit & subject to forfeit.)

## COMPOSITE BUILDING SITE

#### LOT CONSOLIDATION

- Any owner of one or more adjoining lots may, with the prior written approval of the ARC and Board of Directors, consolidate such lots into one building site, with the privilege of placing or constructing improvements on such resulting site. In this case, the side setback lines shall be measured from the resulting side property lines rather than from the center adjacent lot lines as indicated on the plat or survey.
- Any such composite building site must have a front building setback line not less than the minimum front building setback line of other lots in the same block.

## **RESIDENTIAL FOUNDATION REQUIREMENTS**

- Finished slab elevation for all structures shall be above the 100-year flood plain elevation, or such other level as may be established by the Commissioner's Court of Waller and/or Grimes County, Texas, and other applicable governmental authorities.
- All foundations (slabs/pier & beam) must be approved and certified by a qualified and registered Engineer
- Workshops/Outbuilding foundations are not subject to Engineering Approval requirement
- Pier & Beam foundations require Brick/Stone Skirting around Perimeter

## LOCATION OF IMPROVEMENTS UPON THE LOT

#### **SETBACKS**

- All improvements, except fences, on each plat will conform to setbacks shown on the plat for front, rear, and sides of lots.
- **REAR & SIDE SETBACKS** must be twenty-five (25') feet from the side and rear property lines, except that any barn shall be a minimum of forty-five (45') feet from the side and rear property lines.
- EAVES & PORCHES shall be considered improvements for the purpose of these Builder Guidelines.
- VARIANCE (waiver) The ARC, at its sole discretion, may grant or alter setback lines if the ARC deems such a variance or alteration necessary to permit effective utilization of tract.
  - Any such variance or alteration must be in writing and recorded in the Real Property Records of Waller and/or Grimes County, Texas.

## UTILITIES

- **SEPTIC SYSTEM** All dwellings placed on a lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications.
- WATER & ELECTRICITY All such dwellings must be served with water and electricity.
- **SUPPLY TANKS** All water or propane supply tanks placed on the lot must be hidden or otherwise screened from view from main and side roads.

## **ORIENTATION & EASEMENTS**

- The main residential structure, on any lot, shall face the front of the lot unless a variance is approved in writing by the ARC.
- Within designated easements, no improvements shall be placed, or permitted to remain, which may damage or interfere with the installation or maintenance of drainage/utilities.

## **BUILDING ELEVATION**

- Property Owners are Solely responsible for Finish Elevations of all buildings constructed on their Lot
- Improvements cannot alter existing drainage such that it impacts adjoining Lots
- Certificate of Elevation for all Lots that abut/adjoin Lakes is required see below:

**SPECIAL REQUIREMENTS** – for Homes/Improvements that abut/adjoin a Detention Pond

- Finished floors must be set at a minimum of 1 foot (1') above said Base Flood Elevation (BFE) as follows & identified on Building Plans
  - 1. Section 1 273 foot
  - 2. Section 2 see Resources below
  - 3. Section 3 291 foot
  - 4. Section 4 see Resources below

#### ADDITIONAL REQUIREMENTS - for building on a Flood Plain

• Permit from the County Flood Manager is required for building within an Identified FEMA Flood Plain on any Lot and a copy provided to the ARC.

#### **RESOURCES TO DETERMINE BFE & FLOOD PLAINS INCLUDE**

- Lot Surveys
- County Flood Plain Manager
- County FEMA Flood Maps

## DRIVEWAYS

#### TEMPORARY CONSTRUCTION DRIVEWAYS

- <u>Must be Installed prior to construction of house/building</u> (Note: Tied to Construction Deposit & subject to forfeit)
- Must extend from street pavement to construction forms
- Minimum 4 inches depth Construction may be combination of below;
  - 1. Rock/Gravel
  - 2. Crushed Limestone
  - 3. Crushed Concrete
  - 4. Must be Maintained during Construction

Please be courteous to your neighbors and positions driveways to prevent rutting a neighbor's ditch during construction or knocking over mailboxes, curb headers, etc.

#### PERMANENT DRIVEWAYS

- Primary Approach/Entrances– First 40 feet from Street Pavement must be Paved Concrete
- Permanent Driveways MUST extend from the Primary Road to the Entrance of the Residential Garage
- Concrete not required on Non-Primary Secondary Entrances
- Minimum 4 Inch depth Construction May be combination of below;
  - 1. Concrete
  - 2. Asphalt
  - 3. Gravel/Iron Ore
  - 4. Crushed Rock

## CULVERTS

#### CULVERTS/BRIDGE/CROSSING

 ALL Culverts must meet County Specs & Requires County Permit submitted for ARC approval prior to Installation

#### To View/Print Culvert Permit:

#### Grimes County:

http://www.co.grimes.tx.us/upload/page/0124/docs/New%20Culvert%20Info%20Scan.p df

#### Waller County:

http://www.co.waller.tx.us/page/County.Engineer

- Masonry Headwalls required on Primary Driveway Entrances
- Curbs required on Culvert Headwalls
- Submit copy of Final County Inspection Report upon completion of Driveway Entrance/Culvert

#### (Note: Culvert Installation Process Tied to Construction Deposit & subject to forfeit)

## TEMPORARY STRUCTURES, OUT-BUILDINGS / ACCESSORY BUILDINGS, AND GARAGES

#### **USE OF TEMPORARY SRUCTURES**

- No structure of a temporary character, whether a trailer, tent, shack, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- Containers/Storage Bins of any Type are Prohibited

# For Information on Temporary Living during Main House Construction contact ARC/POA Board

#### **GARAGES**

- Dwellings, must at all times, have either an attached or detached garage.
- Detached Garages must use same Exterior Building Materials as House
- Minimum size for attached Garages is 20' X 22'
- Minimum size for Detached Garages is 24' X 24' with walk thru door
- Required to have fully operational garage door/doors that are maintained at all times.
- No garages may be used for a living area.

#### OUTBUILDINGS

- Workshops, barns and stables may be constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential occupancy purposes.
- All Out-Buildings must be built on site
- No Structures permitted past front of Main Residence
- Submission Requirements include:
  - 1. Material of Construction
  - 2. Wall/Roof Framing Spacing
  - 3. Decking Specs
  - 4. Foundation Type
  - 5. In Harmony with Existing Structures on Lot

## SCREENING

View from the road must be screened on the following items:

- Propane Tanks
- Air Conditioner Units
- Pool Equipment
- Dog Pens/Runs
- Trash Containers

## MAILBOXES

- Must be installed by completion of the main residence.
- Must be in harmony of design with existing neighborhood mailboxes.
- Must meet U.S Postal Authority requirements.
- Temporary mailbox may be installed during construction of main residence and must meet U.S. Postal Authority requirements.

## **REQUIREMENTS FOR LOTS ADJOINING PRIVATE LAKE**

#### DWELLINGS

• No dwelling may be constructed closer to the lakeshore than one hundred (100') feet.

#### **BOAT DOCKS & PIERS**

- May be installed on the lakeshore. However, such structures may not exceed more than twenty (20') feet along the shoreline and may not extend into the lake more than sixteen (16') feet from the shoreline.
  - All docks, and any docks overlooking or attached thereto, must be approved by the ARC.

#### MATERIALS

• No materials treated with creosote or other toxic materials will be allowed in, on, or adjacent to the lake.

#### **BULKHEADS**

• No bulkheading of the lake shoreline will be allowed.

#### MAINTENANCE

• It is the responsibility of each Property Owner to maintain the shoreline and keep the shoreline mowed.

## WINDOW AIR CONDITIONING UNITS

- Not Permitted on Primary Residence or Guest House
- May be used on garage, barn, stable, workshop
- Must be screened from view

## WALLS AND FENCES

- Conforms to Harmony of Design
- Approved Materials:
  - 1. Wood
  - 2. Masonry
  - 3. Vinyl
  - 4. Pipe
  - 5. Wrought Iron
  - 6. Barb Wire/Chain Link Excluded
  - 7. Other as approved by ARC
- Height:
  - 1. Minimum 4 feet
  - 2. Maximum 6 feet
- Boundary Placement;
  - 1. All Perimeter fencing, Front/Side/Rear follow Property Lines
  - 2. Interior/Other fencing as approved by ARC

#### NOTE:

DEVELOPER INSTALLED FENCES MUST BE MAINTAINED/REPLACED in accordance with CCRs.

#### DRIVEWAY GATES

- Primary Gates Wrought Iron type or decorative metal required for all Sections 1-4
- Secondary Gates as approved by ARC

**<u>NOTE</u>**: It is the responsibility of each Property Owner to notify all Utility Providers (Electric/Phone/Cable/etc.) prior to starting construction or digging on the Utility Easement so that underground lines can be located and marked.

## SWIMMING POOLS/SPAS

- All swimming pools, spas, and hot tubs require ARC approval.
- Permanent above-ground pools are prohibited.
- All associated plumbing and mechanical equipment must be concealed.

## VACANT LOT CLEARING / MAINTENANCE

#### PERMITTED

- Brush removal
- Tree cutting/trimming per CCR guidelines
- Dirt leveling/grading
- Stump grinding
- Mowing
- Burning per County requirements

#### NOT PERMITTED

- Altering existing drainage
- Brush/Trees/Dirt/Rock/Other piles stored on lot
- Blockage/Rutting of County Ditches
- Culvert installation w/o County/ARC Permit
- Storage of Containers/Bins/Equipment on Lot
- Use of Temporary Buildings/Structures/Trailers
- Trash/Debris left on Lot
- Construction of any type w/o ARC approval
- Leaving tree stumps above ground

## **BUILDERS SIGNS**

- One Sign per single family will be lot allowed until occupancy, per the CCRs
- 24" x 36" panel may use Builder's name and/or logo or trademark

## SUBMISSION AND APPROVAL

The official submission of plans and specifications to the ARC is to provide a review process for conformance to guidelines and standards adopted by the ARC. A clear, direct statement as to acceptability of construction plans is to be made within the review time period.

All new Construction on the Lot, subsequent construction, remodeling with exterior exposure, expansion, and demolition of structures must be reviewed and approved by the ARC prior to commencement of any on-site building or construction activity.

The design for residences must be approved in writing by the ARC before construction of a residence can begin.

All submittals shall be sent to the following address: Current Management Company

## SUBMISSION REQUIREMENTS

The Property Owner is required to submit complete and accurate design/construction documents for review by the ARC.

Minimum submittal requirements are as follows: (additional information is encouraged)

New Home Construction Plans requires:

- 1. Complete/Submit New Home Construction Deposit Agreement Form
- 2. Complete/Submit New Home Building Plan Submission Form
- 3. Provide Clear/Legible drawings
- 4. Survey with Location of improvements on the lot (see Example Drawing A-1)
- 5. Material of Construction Identified
- 6. Building Set Back lines noted
- 7. Driveway/Sidewalk locations
- 8. Copy of County issued Culvert Permit (Initial & Final)
- 9. Certified Site Elevation Plan
- 10. Drainage Plans (if existing altered)
- 11. Well /Septic/Propane tank Location
- 12. Wall & Roof detailed section, includes all material & spacing centers (see Example Drawing A-2)
- 13. Roof Decking Specified

#### Non-Residence Construction Requests: (Outbuildings/Fences/Pools etc)

- 1. Complete/Submit New ARC Project Submission Form
- 2. Provide Clear/Legible drawings
- 3. Survey/Drawings with Location of improvements on the lot
- 4. Material of Construction Identified
- 5. Building Set Back lines noted
- 6. Driveway/Sidewalk locations
- 7. Drainage Plans (if existing altered)
- 8. Wall/Roof Framing Specs
- 9. Roof Decking Specified
- 10. Copy of County issued Culvert Permit if applicable (Initial & Final)

## COMPLIANCE REQUIREMENTS

The Property Owner is solely responsible for compliance with all governing codes, ordinances, and these Builder Guidelines.

## Note there are specific Building requirements tied to the Construction Deposit. Failure to comply with these requirements will result in forfeiture of part/all of your deposit.

The ARC shall review and approve in writing, each submittal or recommended revisions to those aspects of the plans that are inconsistent with the Builder Guidelines. The review and approval process shall not exceed thirty (30) days.

Construction shall proceed only after approval of the final set of drawings and specifications. Changes that occur during actual construction that differ from approved drawings will require alterations at the Owner's expense to restore compliance with approved drawings.

Any building or improvements placed upon a lot herein that was not presented to the ARC for approval prior to start of construction or placement will be in violation of these guidelines and may be removed by the ARC at the property Owner's expense. If the ARC pays for such removal, the cost, and interest will become a lien upon the property.

All associated Plantation Lakes ARC fees and deposits are paid prior to any Construction.

NEW Home FEES AND DEPOSITS	
1. APPLICATION FEE (Non-Refundable)	\$ 200.00
2. CULVERT BULKHEAD HEAD WALLS & CURBS,	
CONSTRUCTION DRIVEWAY/ROAD/LOT CLEAN UP	\$ 1000.00
DEPOSIT	
	TOTAL: \$1200.00
ALL OTHER CONSTRUCTION:	
<ul> <li>APPLICATION FEE – other improvements</li> </ul>	\$ 25.00
	TOTAL: \$ 25.00
ADDITIONAL REVIEW FEE (if necessary)	\$ 75.00

#### **DEPOSIT REFUND REQUIREMENTS**

- Construction Driveway installed prior to starting Construction
- 40' ft. driveway and culverts with bulkhead/curbs installed
- Regular Lot Clean Up conducted
- No dirt/debris/log piles/construction material seen
- Yard is landscaped (Per CCRs)
- All required screening in place
- Property is clean with no further construction activity in sight
- Request for Refund submitted within 24 months from Plan Approval Date or subject to Forfeiture

## NEW HOME CONSTRUCTION DEPOSIT AGREEMENT

Owners Name:

**Builders Name:** 

Phone:

Phone:

Address/Lot #:

I have read the Builders Guidelines & understand that specific requirements of Construction are tied to my Deposit. I understand that failure to comply with these requirements will result in a Loss of Part/All of my Deposit. Those include:

- Culvert Installation Process
- Installation/Maintenance of Construction Driveway (Must be Installed Prior to starting Construction)
- Lot Maintenance Clean Up during/after Construction
- Concrete Driveway Entrance/Headwall
- Yard is Landscaped per CCR's
- Abide by County Burn Ban restrictions

Approval of Plans are tied to specific Timelines. All Projects must start within 90 days & be complete within 12 months. (see Builders Guidelines for Homes)

Failure to comply with the Timeline will cancel the Approval & require Resubmission of Plans.

Planned Start Date:

Estimated Completion Date:

As the Property Owner, I am Solely Responsible for all Construction on my Property.

Signed

Date

## NEW HOME BUILDING PLAN SUBMISSION FORM

The Property Owner is required to submit complete and accurate design/construction documents for review by the ARC.

Minimum submittal requirements are as follows: (additional information is encouraged)

#### Owner Name:

Address/Lot #:

**Planned Start Date:** 

**Estimated Completion Date:** 

**Describe the Project.** 

### Who will perform the Work?

Contact # \_\_\_\_\_

#### New Home Construction Plans requires the following:

- 1. Provide Clear/Legible drawings
- 2. Survey with Location of improvements on the lot (see example Drawing A-1)
- 3. Material of Construction Identified
- 4. Building Set Back lines noted
- 5. Driveway/Sidewalk locations
- 6. Copy of County issued Culvert Permit (Initial & Final Inspection)
- 7. Certified Site Elevation Plan
- 8. Drainage Plans (if existing altered)
- 9. Well /Septic/Propane tank Location
- 10. Wall & Roof detailed section, includes all material & spacing centers (see example Drawing A-2)
- 11. Roof Decking Specified (see example Drawing A-2)

## Please complete the following:

## **Residence:**

- Square Ft \_\_\_\_\_\_
- Stories (1/2)
- Garages (Attached/Detached) \_\_\_\_\_\_
- Garage Size \_\_\_\_\_\_

## Framing Specs:

- Wall Framing Spacing \_\_\_\_\_\_
- Roof Rafter Spacing \_\_\_\_\_\_
- Decking Material Type\_\_\_\_\_
- Decking Material Thickness\_\_\_\_\_\_

## Exterior:

- Roof Type\_\_\_\_\_
- If Asphalt Shingles, # of Tabs \_\_\_\_\_\_
- Exterior Wall Material (Brick/Stone/Hardee Plank/Cedar/Log)

## Permanent Driveways past 40ft Concrete Entrance:

- Specify Material used \_\_\_\_\_\_
- Thickness \_\_\_\_\_\_

## **Exterior Colors:**

- Primary \_\_\_\_\_
- Secondary \_\_\_\_\_

## Property Owner Signature

Date

## NEW ARC SUBMISSION FORM

#### Non-Residence Construction Requests: (Outbuildings/Fences/Pools etc)

The Property Owner is required to submit complete and accurate design/construction documents for review by the ARC.

Minimum submittal requirements are as follows: (additional information is encouraged)

#### **Owner Name:**

Address/Lot #:

Planned Start Date:

**Estimated Completion Date:** 

#### **Describe the Project.**

Who will perform the Work?

Contact #

- 1. Provide Clear/Legible Drawings Survey with Location of improvements on the lot
- 2. Material of Construction Identified
- 3. Building Set Back Lines noted
- 4. Driveway/Sidewalk locations noted
- 5. Copy of County issued Culvert Permit (if applicable) Initial & Final Inspection
- 6. Drainage Plans (if altered)
- 7. Wall/Roof Framing Specs
- 8. Roof Deck Thickness Specified

#### Please complete those Sections that apply:

#### Structures:

- Barn/Workshop/Storage/Well House/Other \_\_\_\_\_\_
- Square Ft \_\_\_\_\_\_
- Stories (1/2) \_\_\_\_\_

## Foundation:

Plantation Lakes Builder Guidelines Revised – March 2020 Specify Type \_\_\_\_\_\_

#### Framing Specs:

- Wall Framing Spacing \_\_\_\_\_\_
- Roof Rafter Spacing \_\_\_\_\_\_
- Decking Material Type\_\_\_\_\_
- Decking Material Thickness

### **Exterior:**

- Roof Type\_\_\_\_\_
- If Asphalt Shingle, # of Tabs \_\_\_\_\_\_

## Wall/Fences:

- Perimeter/Interior? \_\_\_\_\_\_
- Height \_\_\_\_\_\_
- Material Type \_\_\_\_\_\_

### Swimming Pools (Note – above grounds Pools not permitted)

Equipment Screening Type \_\_\_\_\_\_

### **Driveway Additions:** (past 40ft Concrete Entrance)

- Specify Material Used \_\_\_\_\_\_
- Thickness \_\_\_\_\_\_

Property Owner Signature

Date

## Example Drawing A-1 Septic/Well/Propane/Driveway

Note: Plans submitted for approval must include the locations of the Septic, Well, Propane Tanks and the type of materials used for the Finished Driveway.





1701059 02/09/2017 09:40:38 AM Total Pages: 10 Fees: \$48.00 Debbie Hollan, County Clerk - Waller County, TX

#### PLANTATION LAKES COMMUNITY ASSOCIATION, INC.

#### RESOLUTION ADOPTING COVENANTS, CONDITIONS AND RESTRICTIONS ENFORCEMENT PROCESS

The undersigned, being a duly authorized representative of PLANTATION LAKES COMMUNITY ASSOCIATION, INC. (the "Association"), a Texas Non-Profit Corporation, pursuant to Chapter 22 of the Texas Business Organizations Code, adopt the following resolution at a duly called Board meeting:

WHEREAS, the property encumbered by the Covenants, Conditions and Restrictions Enforcement Process is that property initially restricted by the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes (hereinafter "Declaration"), recorded under Waller County Clerk's File No. 403932 and recorded under Grimes County Clerk's File No. 194638 in the Official Public Records of each County, and any other subdivisions which may have been or may be subsequently annexed thereto and made subject to the authority of the Association; and

WHEREAS, Article XV Section F of the Declaration, provides that the Association shall have the power to enforce the provisions of the Declaration and Rules and Regulations by all lawful means, including levying and collecting reasonable and uniformly applied fines and penalties, established in advance; and

WHEREAS, property values in the Plantation Lakes Subdivision are affected by the appearance of the Subdivision and specifically the appearance of violations therein; and

WHEREAS, it is the desire of the Board of Directors to alleviate and address such violations by following the Declaration of Covenants, Conditions and Restrictions Enforcement Process attached hereto as <u>Exhibit "A"</u> and incorporated herein for all purposes, which is necessary to help maintain the attractiveness of the Subdivision and thereby support property values in Plantation Lakes; and

**WHEREAS**, this Resolution and the attached Declaration of Covenants, Conditions and Restrictions Enforcement Process supersedes the Fine Policy previously adopted by the Board on February 8, 2011.

**NOW THEREFORE, BE IT RESOLVED THAT** in consideration of the above factors and others, the Plantation Lakes Community Association, Inc., acting through the Board of Directors, hereby resolves to adopt and publish the Declaration of Covenants, Conditions and Restrictions Enforcement Process attached hereto as <u>Exhibit "A"</u> and incorporated herein for all purposes.

**ADOPTED** the 22<sup>nd</sup> day of November, 2016, by a majority of the Board of Directors of the Association.

PLANTATION LAKES COMMUNITY ASSOCIATION, INC.

By: John Morgan, President

THE STATE OF TEXAS ş COUNTY OF Montgoning

ACKNOWLEDGMENT

This instrument was acknowledged before me on the  $\frac{24}{2}$ by John Morgan, President of Plantation Lakes Community Association, Inc.

ş



IEN 1 day of January 2017 Inc.

Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:



SEARS, **BENNETT &** GERDES, LLP

9700 Richmond Avenue, Suite 222 Houston, Texas 77042

SDG: PLCA-0001

# PLANTATION LAKES COMMUNITY ASSOCIATION, INC.

# Covenants, Conditions and Restrictions Enforcement Process

Exhibit A

# 02/09/2017 09:40:38 AM Page 4 of 10 In the inclu Plan enjo enfo and such

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# **General Information**

The main purpose of the Declaration of Covenants, Conditions and Restrictions ("CCRs") is to provide a uniform plan of development including conditions, covenants, reservations, and restrictions designed to govern, control and preserve the values and amenities of Plantation Lakes for the development, improvement, aesthetic considerations, sale, common welfare of the community, use and enjoyment of the Property as residential subdivision. The Board of Directors for Plantation Lakes is charged with implementation and enforcement of the CCRs.

In the CCRs, Article VI lists the Use Restrictions applicable to every property within Plantation Lakes. More specifically, Article VI outlines what is and what is not an allowed use and activity for each property within the subdivision. The CCRs also qualify developmental requirements for residences and associated buildings for use on each property. In addition, the Board is authorized to and has adopted use policies and guidelines further specifying what is and what is not an allowed use and activity for each property. Such policies include, but are not limited to, the Association's Regulations regarding Solar Panels, Roof Shingles, Flags, Flag Poles, Religious Items, and Rain Barrels, Architectural Guidelines, Builder Guidelines Supplement, and Rules and Regulations, as may be adopted and amended by the Board. While specific in most instances, the Board and Architectural Review Committee ("ARC") are given the responsibility to provide further clarification and direction in instances where the restrictions may be ambiguous or unclear. This clarification and authority to define additional requirements is granted, to allow the maximum use and enjoyment of each lot by the individual property owners while maintaining the conditions for which the CCRs were developed originally.

The specific process by which enforcement is accomplished is defined and controlled by the CCRs, Texas Property Code, and the Board. All property owners enjoy the right to a hearing before the Board to challenge most enforcement proceedings and to demonstrate as to why compliance with the CCRs represents a hardship and hinders their full use and enjoyment of their property.

The following summary has been prepared to assist the Board in the performance of it's duties related to enforcement of the CCRs. It consists of an enforcement process outline and process map. This document is intended for informational use and does not, nor is it intended to, replace or alter the actual CCRs which remain the superior document of record.

Nothing herein shall be construed to limit or prohibit the Association from proceeding directly to legal action should circumstances justify, including but not-limited to, filing suit to enforce or enjoin violations of the CCRs applicable to the subdivision, enforce any other rule, regulation, law, or governing documents affecting the subdivision.

## **CCR ENFORCEMENT PROCESS**



Should a question arise as to interpretation of the CCRs, the Board is authorized to use its discretionary authority to determine the applicability and extent of enforcement.

The Texas Property Code provides, in part, as follows: "An exercise of discretionary authority by a property owners' association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory."

3

# **CCR ENFORCEMENT PROCESS – Curable Violations**



# **CCR ENFORCEMENT PROCESS – Uncurable Violations**

Pursuant to the Texas Property Code, certain violations are deemed uncurable, including, but not limited to, shooting fireworks, acts constituting a threat to health or safety, noise violations that are not ongoing, property damage, including the removal or alteration of landscape, and holding a garage sale or other events prohibited by the CCRs, rules, or other governing documents of Plantation Lakes.

Should an uncurable violation occur, the following enforcement process will be followed:


# **CCR ENFORCEMENT PROCESS**

Level 1: When a violation of the CCRs is first observed during the monthly inspection, the violation is noted and presented to the Board at the next regularly scheduled Board meeting. At this meeting, the issue is discussed, and if confirmed as a violation, it is classified as a Level 1 enforcement issue – curable or uncurable. At this level, the PO (Property Owner) is sent an official letter by the management company on behalf of the Board. In this letter, the specific violation is noted. In addition, possible actions needed to address the violation may be provided to assist the PO in their efforts to correct the violation. The letter will provide a date certain by which the PO must correct the violation or respond to the Board with planned corrective action, if applicable. At the end of the specified time period for compliance, a verification is required. If the violation has not been corrected, the violation is moved to the next level of enforcement. For uncurable violations, the letter will be a 209 Letter (see below) notifying the owner that a violation has occurred and must not occur again. After issuance of the letter, uncurable violations will be tabled unless the violation reoccurs.

Level 2-3 (Curable Violations): Occurs when prior enforcement actions have not resulted in correction of the noted violation or the violation reoccurs within six (6) months. Continued or reoccurring noncompliance is identified during the next scheduled inspection and is presented at the next regularly scheduled Board meeting. The observed violation is discussed, and if reaffirmed, it is reclassified as a Level 2 or 3 (as applicable) enforcement issue. At this level, the PO is sent an official letter (209 Letter) by both regular and certified mail (Level 3) from the management company on behalf of the Board. In this letter, the specific violation is noted. In addition, possible actions needed to address the violation may be provided to assist the PO in their efforts to correct the violation. The letter will provide a date certain by which the PO must correct the violation or respond to the Board with planned corrective action. The PO will be further advised that they have 30 days in which to respond from the date of the notice and be alerted that failure to respond to the letter may result in future legal actions, including specified fines, as allowed under the CCRs. The PO is also afforded the opportunity to request a hearing before the Board and/or the designated committee within the 30 day response period and instructions on how to do so. At the end of the specified time period, an inspection of the property is completed. If corrected, the CCR violation is closed and no further action is required. If not corrected, the violation is moved to the next level of enforcement.

Level 4 (Level 2 for Uncurable Violations): If the violation is not corrected or reoccurs, the Board may take, but is not limited to, the following actions: 1) If the PO has contacted the Board, the Board may grant the PO an extension and/or work with the PO to correct the violation; 2) The Board may levy fines; 3) pay to have violation corrected and assess all repair costs to PO; or 4) The Board may turn the violation over to an attorney for action. The Board may follow a combination of the options listed above, including levy of fines before turning a violation over to legal, in an attempt to obtain correction of the violation.

# **Fines & Payment of Fees**

<u>Fines:</u> (the fines listed below will replace the Fine Policy adopted by the Board on February 8, 2011).

**Initial Fine:** \$250.00 per violation if the violation is not cured or reoccurs.

Additional Fines: \$100.00 per month per violation if the violation is not cured or reoccur.

- All POs are responsible for assuring that the occupants of their residence and their guests and invitees (hereafter "Related Parties") comply with the provisions of the CCRs, Bylaws, rules, regulations, policies, and guidelines of Plantation Lakes.
- Mailing, postage, and reasonable processing fees will be charged back to the PO.
- If a violation is turned over to the attorneys for legal action, the costs of such actions, including attorney's fees, will be billed to the PO and collected in the same manner as assessments.
- The Board shall have the right, in its sole and absolute discretion, to lower, alter, or waive fines as approved by the Board.

1701059 02/09/2017 09:40:38 AM Page 10 of 10

#### FILED AND RECORDED

#### Instrument Number: 1701059

Filing and Recording Date: 02/09/2017 09:40:38 AM Pages: 10 Recording Fee: \$48.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Destre Hellen

Debbie Hollan, County Clerk Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

CSC, Deputy

Returned To:

#### PLANTATION LAKES COMMUNITY ASSOCIATION, INC.

#### RESOLUTION CLARIFYING ARTICLES VII AND ARTICLE VIIL OF BY THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLANTATION LAKES

The undersigned, being a duly authorized representative of PLANTATION LAKES COMMUNITY ASSOCIATION, INC. (the "Association"), a Texas Non-Profit Corporation, pursuant to Chapter 22 of the Texas Business Organizations Code, adopt the following resolution at a duly called Board meeting:

WHEREAS, the property encumbered by the Covenants, Conditions and Restrictions Enforcement Process is that property initially restricted by the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes (hereinafter "Declaration"), recorded under Waller County Clerk's File No. 403932 and recorded under Grimes County Clerk's File No. 194638 in the Official Public Records of each County, and any other subdivisions which may have been or may be subsequently annexed thereto and made subject to the authority of the Association; and

WHEREAS, Article XV Section F of the Declaration, provides that the Association shall have the power to enforce the provisions of the Declaration and Rules and Regulations by all lawful means; and

WHEREAS, property values in the Plantation Lakes Subdivision are affected by the appearance of the Subdivision; and

WHEREAS, no buildings, hardscape, additions, modifications or improvements shall be crected, placed or performed on any Homesite until the construction plans and specifications have been submitted and approved in writing by the ARC as compliant with the terms of the Declaration, guidelines, appearance, and aesthetics of the Plantation Lakes Subdivision; and

WHEREAS, at times, it is unclear whether approval of the ARC must be obtained by an Owner who desires to complete regular maintenance or minor repairs at their Homesite; and

 WHEREAS, it is the desire of the Board of Directors to provide clarification to Owners regarding-the-conditions-under-which-ARC-approval-must-be-sought-when\_completing\_megular\_ maintenance or minor repairs.

NOW THEREFORE, BE IT RESOLVED THAT in consideration of the above factors and others, the Plantation Lakes Community Association, Inc., acting through the Board of Directors, hereby resolves to adopt and publish this Resolution Clarifying Articles VII and Article VIII of the Declaration pertaining to ARC approval and general maintenance of Homesites.

SDG: PLCA-0001

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#### CLARIFICATION OF ARTICLE VII and ARTICLE VIII

ARC approval is not needed to maintain or repair a driveway, which must use one of the following materials: concrete, asphalt, gravel, iron ore or crushed rock. ARC approval is also not required to repaint a fence or to repaint the house or other structures. These activities fall under Article VIII Maintenance, where maintaining the driveway is specifically noted. These activities are not considered modification or improvements, as noted in Article VILB, ARC Approval Required.

#### ARTICLE VII ARCHITECTURAL RESTRICTIONS

B. ARC Approval Required

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No buildings, hardscape, additions, modifications or improvements shall be crected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided.

#### ARTICLE VIII MAINTENANCE

General Maintenance A

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including mail box, driveway and its apron portion forward of the building line comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner.

THIS RESOLUTION IS ADOPTED the ] day of the march the Board of Directors of the Association.

> PLANTATION LAKES COMMUNITY ASSOCIATION, INC

By: Morgan, Pre

SDG: PLCA-0001

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#### THE STATE OF TEXAS

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#### ACKNOWLEDGMENT

This instrument was acknowledged before me on the <u>T+b</u> day of <u>Murth</u>2017 by John Morgan, President of Plantation Lakes Community Association, Inc.

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Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

SEARS, BENNETT & GERDES, LLP

9700 Richmond Avenue, Suite 222 Houston, Texas 77042

Filed for Record in: Grives County On: New 01-2017 at 02:08P As a <u>RECORDINGS</u>

Document Number: 00226934 Amount 24.00 Receipt Number - 91227 Bay Tima 5 Schroeder

STATE OF TEXAS COUNTY OF GRIMES I hereby certify that this instrument was filed on the date and time stames hereon by we and was duly recorded in the volume and ease of the named records of: Grimes County as stamed hereon by we. Naw 01:2017

David Pasket, Grimes County Clerk Grimes County



SDG: PLCA-INUI

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#### PLANTATION LAKES COMMUNITY ASSOCIATION RESOLUTION REGARDING ASSESSMENT OF FINES FOR VIOLATIONS OF RESTRICTIVE COVENANTS AND/OR RULES AND REGULATIONS

WHEREAS, Article 1396-2.02(15) of the Texas Non-Profit Corporation Act authorizes non-profit corporations to have and exercise all powers necessary or appropriate to effect any or all of the purposes for which the corporation is organized; and

WHEREAS, Article XV Section F of the Declaration of Covenants, Conditions, Restrictions for Plantation Lakes Community Association, Inc. (hereinafter "Declaration"), recorded under Waller County Clerk's File No. 403932 and recorded under Grimes County Clerk's File No. 194638, provides that the Association shall have the power to enforce the provisions of the Declaration and of Rules and Regulations by all lawful means, including levying and collecting reasonable and uniformly applied fines and penalties, established in advance.

NOW THEREFORE, BE IT RESOLVED THAT: the following policy regarding assessment of fines for violations of restrictive covenants and/or rules and regulations is hereby adopted:

#### FINE POLICY

<u>1st Fine:</u> After an owner has received notice of a violation and has not corrected, notice will be sent to the owner advising that a fine of \$100 has been assessed and giving the owner a reasonable timeframe to correct in order to avoid further fines.

 $2^{nd}$  Fine: If the violation has not been corrected, notice will be sent to the owner advising that a second fine of \$150 has been assessed and giving the owner a reasonable timeframe to correct in order to avoid a further fine.

 $3^{rd}$  Fine: If the violation has still not been corrected, notice will be sent to the owner advising that a third fine of \$200 has been assessed. If the owner does not respond to this notice and correct the violation, the matter will be turned over to the association's attorney for legal action.

AFTER RECORDING PLEASE RETURN TO: PRINCIPAL MANAGEMENT GROUP OF HOUSTON 11000 CORPORATE CENTRE DRIVE, SUITE 150 HOUSTON, TX 77041

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brinant \_\_\_\_, 201, by at least a majority of the day of Adopted this Board of Directors of the Association.

PLANTAION LAKES COMMUNITY ASSOCIATION, INC.

Fronk & Adame

Print Name: Frank L. Adames

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the State day of Mark, 2011, by the said Secretary of PLANTAION LAKES COMMUNITY ASSOCIATION, INC., B Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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#### THE STATE OF TEXAS COUNTY OF WALLER

i hereby certily that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Walter County, Texas, in the Volume and Page as noted hereon by me.



Debbie Halla

County Clerk, Waller County, Texas

Filed for Record in: Grimes County On: Feb 22,2012 at 03:01P As a <u>RECORDINGS</u>

Document Humber: 00248068 Amount 24.00 Receipt Humber - 49666 Bar Ting S Schroeder

STATE OF TEXAS COUNTY OF GRINES I hereby certify that this instrument was filed on the date and time stamped herean by me and was duly recorded in the volume and pase of the named records of: Grimes County Gs stamped hereon by me. Feb 22,2012

David Pasket, County Clerk Grimes County

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#### SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION FOUR

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STATE OF TEXAS

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THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION FOUR (the "Supplemental Amendment") is made on the date hereinafter set forth by, Mill Creek, Ltd., hereinafter referred to as "Declarant."

#### WITNESSETH:

WHEREAS, Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES which is recorded under Clerk's File Number 403932 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 194638 in the Real Property Records of Grimes County, Texas (the "Original Declaration"); and

WHEREAS, Declarant filed that certain FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, which is recorded under Clerk's File Number 404501 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 194958 in the Real Property Records of Grimes County, Texas (the "First Amendment"); and

WHEREAS, Declarant filed that certain SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION TWO which is recorded under Clerk's File Number 407183 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 195110 in the Real Property Records of Grimes County, Texas; and

WHEREAS, Declarant filed that certain SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION THREE which is recorded under Clerk's File Number 408945 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 195960 in the Real Property Records of Grimes County, Texas;

WHEREAS, the Original Declaration and the First Amendment are hereinafter collectively referred to as the "Declaration"; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

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WHEREAS, pursuant to Article III of the Original Declaration, the Declarant reserved the exclusive and unilateral right to annex any additional property.

NOW THEREFORE, pursuant to the powers retained by Declarant as a Class "B" Member under the Declaration, the Declarant hereby annexes the real property as shown on the map or plat thereof recorded in Volume 1146, Page 94 in the Map or Plat Records of Grimes County, Texas ("Section Four") into Plantation Lakes. Section Four shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of the Property subject to the Declaration without approval of the Class "A" Membership.

No Dwelling or other structure shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents, provided that a minimum rear setback equal to twenty-five feet (25') or the rear utility easement as shown on the applicable plat of Section Four, whichever is greater, shall be observed on all Lots; and, provided further that a minimum side setback equal to twenty-five foot (25') or the side utility easement as shown on the applicable plat of Section Four, whichever is greater, shall be observed on all Lots. Detached garages and driveways shall be permitted to be placed within a setback as approved by the ARC.

Owners of Lots within Section Four are advised that there exists Restricted Reserve "A" (hereinafter, the "Park Area"), which reserve is restricted to park use. Owners of Lots within Section Four hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the placement, construction, design, operation, use and maintenance of said Park Area, any recreational facility and/or equipment, if any, in said Park Area, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal operation and use of the Park Area or any recreational facility or equipment, if any, in said Park Area or any recreational facility or equipment, if any, in said Park Area. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Park Area. Owners hcreby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Park Area.

Owners whose Lots are adjacent to or abut the Park Area shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Park Area. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Park Area to its condition immediately prior to said infiltration. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Park Area and/or recreation equipment if, as, and when such recreation equipment is built, placed, or installed in the Park Area.

Park Area Easement. There is hereby reserved and granted to the Owner of that portion of Section Four hereinabove defined as the Park Area along with such Owner's servants.

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independent contractors, agents, members, guests and invitees (collectively, the "Park Area Users"), a nonexclusive easement over and across Section Four, or portions thereof as provided below, for the following purposes:

- Flight of balls (which may include but not be limited to baseballs, softballs, footballs, tennis balls, soccer balls, volley balls) over, across, and upon Section Four;
- (ii) Doing of every act necessary and incident to the playing of recreational activities on or within the Park Area, including, lighting of parking facilities; and
- (iii) Creation of noise related to the normal maintenance, operation and recreational activities of the Park Area, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

Damage by Errant Sports Balls. Owners of Lots in Section Four, their successors and assigns, hereby acknowledge and agree that the existence of a Park Area within Section Four is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions Section Four located adjacent to, or in close proximity to, the Park Area are subject to the risk of damage or injury due to errant sports balls. Owners of portions of Section Four, their successors and assigns, hereby assume the risk of damage and injury and hereby release the Owner of the Park Area, the Association and/or the Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant sports balls in, on, or around Section Four.

Owners of Lots within Section Four are hereby advised that there exist Reserves B and C within Section Four, which reserves are restricted to equestrian paths, as shown on the recorded plat of Section Four (collectively, the "Equestrian Paths"). The Association shall not be liable for any injury to or death of a person as a result of (i) such person's use of the Equestrian Paths or (ii) the inherent risk that may be associated with participation in equestrian activities and use of the Equestrian Paths. Further, Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the use of the Equestrian Paths by such Owners, their guests and/or invitees, the existence and/or placement of the Equestrian Paths, and the presence of animals on the Equestrian Paths, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, visibility of the Equestrian Paths or the animals on the Equestrian Paths, and/or traffic which may occur due to the existence of the Equestrian Paths or the animals on the Equestrian Paths. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Equestrian Paths. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Equestrian Paths.

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Owners of Lots within Section Four are advised that there exists Reserve "D", which is designated as a drill site for any oil, gas and mineral development within Section Four ("Reserve D"). Owners hereby agree to hold harmless the Declarant, the Association and their successors and assigns and release them from any liability for the existence, placement, operation and/or maintenance of Reserve D and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of Reserve D and Owners expressly grant to the Declarant and the Association, an easement for incidental noise, lighting, odors, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of Reserve D.

Owners further acknowledge that the Association, its Directors, officers, managers, agents, or employees, or the Declarant or any successor Declarant have, made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of Reserve D or regarding the affect of the drill site designation on Reserve D. Owners whose Lot abut or are adjacent to Reserve D shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve D. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Declarant, the Association and their successors and assigns for all costs of clean up and remediation necessary to restore Reserve D to its condition immediately prior to said infiltration. Owners acknowledge that the Declarant and/or the Association may convey Reserve D to a person and/or entity other than the Association.

Owners of Lots within Section Four are advised that there exists Reserve E in Section Four, which reserve is restricted to greenbelt purposes, as shown on the recorded plat of Section Four ("Reserve E"). The Association shall have the obligation to maintain Reserve E. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of Reserve E and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of Reserve E and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of Reserve E. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of Reserve E.

Owners whose Lots are adjacent to or abut Reserve E shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve E. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore Reserve E to its condition immediately prior to said infiltration.

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Owners of Lots I and 2, Block I and Lots 24, 25, 32, 33, 47, and 48, Block II in Section Four are hereby advised that there exists a twenty-foot (25') drainage easement along the

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southern Lot lines of Lots 24, 32, and 47, Block II and the Northern Lot lines of Lots 25, 33, and 48, Block II (twelve and one-half feet on each of the foregoing Lots), through and across Lot 1. Block I, and along a portion of the southern Lot line of Lot 2, Block I, as shown on the recorded plat of Section Four (collectively, the "Drainage Easements"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence and/or placement of the Drainage Easements and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, visibility of the Drainage Easements, and/or traffic which may occur due to the existence of the Drainage Easements. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances and/or any future change in use of the Drainage Easements. Each Owner shall have the obligation of maintaining the portion of the Drainage Easements on such Owner's Lot. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the Drainage Easements.

Owners of Lots 2 and 3, Block II, within Section Four are advised that there exists a Detention Pond Easement, within Lot 2, Block II and adjacent to the southern Lot line of Lot 3, Block II, as shown on the recorded plat of Section Four (the "Detention Pond Easement"). The Association shall have the obligation to maintain the Detention Pond Easement. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Detention Pond Easement and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of the Detention Pond Easement and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of the Detention Pond Easement. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Detention Pond Easement. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances and/or any future change in use of the Detention Pond Easement.

Owners whose Lots are adjacent to or abut the Detention Pond Easement shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Detention Pond Easement. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Detention Pond Easement to its condition immediately prior to said infiltration. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the Detention Pond Easement.

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Owners of Lots 4, 5, 6, 38, and 39 in Block II, within Section Four are advised that portions of Lots 4, 5, 6, 38, and 39 are partially within the 100 year flood plain line as scaled

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from a F.I.R.M. Map. The approximate location of the 100 year flood plain is on the northern and/or eastern portions of Lots 4, 5, and 6 in Block II and on the western portions of Lots 38 and 39 in Block II, as indicated on the recorded plat of Section Four. Owners of Lots 4, 5, 6, 38, and 39 in Block II acknowledge and understand that the Association, its Board of Directors, and/or the Declarant, their successors and assigns, are not insurers and that each Owner and occupant of any Lot in Section Four and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons as a result of the a portion of Lots 4, 5, 6, 38, and 39 in Block II being located in the 100 year flood zone. Owners further acknowledge that the Association, its Board of Directors, and/or the Owner, their successors and assigns, have made no representations or warranties nor has any Owner, occupant tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the flood plain line.

Owners of Lots within Section Four are advised that certain creeks (the "Creeks") run through and across portions of Section Four, as shown on the recorded plat of Section Four. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Creeks and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, odors, and/or traffic which may occur due to the existence of the Creeks and Owners expressly grant to the Association, an easement for incidental noise, odors and/or traffic which may occur due to the existence of the Creeks. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Creeks. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances and/or any future change in use of the Creeks.

Owners on whose Lots adjoin the Creeks are located shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Creeks. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Creeks to their condition immediately prior to said infiltration. Each Owner shall have the obligation of maintaining the portion of the Creek on such Owner's Lot. Owners may not obstruct, fill, or alter the natural flow of the Creeks.

Owners of Lots within Section Four are advised that running through a portion of Section Four there exists a Houston Lighting & Power Company one hundred eighty foot (180') easement, more particularly described in Volume 251, Page 573 in the Grimes County Deed Records (the "HL&P Easement"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the HL&P Easement and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of the HL&P Easement and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of the HL&P Easement. Owners further acknowledge that the

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Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the HL&P Easement.

Owners whose on whose Lots the HL&P Easement is located shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the HL&P Easement. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the HL&P Easement to its condition immediately prior to said infiltration. Each Owner shall have the obligation of maintaining the portion of the HL&P Easement on such Owner's Lot. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the HL&P Easement.

Owners of Lot 2, Block I and Lots 36 and 37, Block II, within Section Four are advised that there exists a twenty foot (20') access easement along the northern perimeter of Lot 2, Block I and a twenty foot (20') access easement along the southern Lot line of Lot 36, Block II and the northern Lot line of 37, Block II (ten feet on each Lot), as shown on the recorded plat of Section Four (collectively, the "Access Easements"). The Association shall have the obligation to maintain the Access Easements. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Access Easements and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of the Access Easements and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of the Access Easements. The Access Easements are only for the benefit of and/or use by the Declarant, its successors, assigns, representatives, agents, representatives, and designees, and/or the Association, its agents, representatives and designees. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invite relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Access Easements.

Owners whose Lots are adjacent to or abut the Access Easements shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Access Easements. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Access Easements to its condition immediately prior to said infiltration. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the Access Easements.

Fencing may be installed on Lots which abut green belts, lakes, ponds, park areas and other landscaping reserves, subject to prior ARC approval. If fencing is installed on any portion of a Lot which abuts greenbelts, lakes, ponds, park areas and other landscaping reserves, it shall be wrought iron in appearance and shall be in a location and of a material and design as required

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in this Section and as approved by the ARC. However, access to such green belts, lakes, ponds, park areas and/or other landscaping reserves, if any, shall be through approved access points located on the Common Areas only. Gate access from individual Lots is strictly prohibited except on rear Lot lines adjacent to green belts, which rear gates, if installed, are subject to prior ARC approval. An Owner's Lot shall be considered a abutting a lake, pond, or park area for fencing requirements even if a Common Area is between the Lot and such lake, pond or park area.

Special Fencing Requirements: Side fencing between any and all Lots, if any is installed, where the rear and/or side of the Lot abuts and/or is contiguous or adjoining to green belts, lakes, ponds, park areas or other landscaping reserves shall be black ornamental iron in appearance, unless otherwise approved, in writing, by the ARC. All such fencing, if installed, shall not exceed four feet (4') in height and must conform to all ARC requirements.

Subject to the special fencing requirements set out hereinabove, side and rear fencing may be installed on all Lots; provided, such fencing is not a barbed wire or a chain link fence.

Owners shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of each Lot Owner on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain said fence in a manner consistent with the Subdivision in the sole discretion of the Board of Directors, the Association shall have the right, but not the obligation, to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

Section Four shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally this Supplemental Amendment.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restriction shall remain as stated in the Declaration.

Invalidation of any one or more of the covenants, restrictions conditions or provisions contained in this Supplemental Amendment shall in no wise affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

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#### [SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes, Section Four is executed as of the 15t day of <u>November</u>, 2005.

#### DECLARANT:

MILL CREEK, LTD., a Texas limited partnership

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Print Title:	\	1 itas	in		
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STATE OF TEXAS COUNTY OF Montgomily

BEFORE ME, the undersigned authority, on this day personally appeared Clay Signoi , the Pusident of Clear Springs Development Group, L.L.C., a Texas corporation, the General Partner of Mill Creek, Ltd., a Texas limited partnership known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November 2005.

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Karla M. Darden Notary Public - State of Texas



After Recording Return To;

٢,

Marc D. Markel/Richa Himani Roberts Markel Guerry, P.C. 2500 City West Blvd., Suite 1350 Houston, TX 77042

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#### LIENHOLDER CONSENT AND SUBORDINATION

First Bank of Conroe, NA, a(n) <u>TEXAS</u> State <u>Banking</u> Corporation. being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes, Section Four to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under the Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under the Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

Print PrinkPitle

STATE OF TEXAS COUNTY OF MONTGOMERY &

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of \_\_\_ , known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in her/his representative capacity.

seal

and

GIVEN UNDER EMBER

my hand . 2005.

this

day

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office.

DONNA R. BOND NOTARY PUBLIC STATE OF TEXAS My Commission Explres 04-09-2007 אמממתמים אינייטייעייע אונהאין אינעראינעראינא

#### Notary Public - State of Texas

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#### After Recording Return To:

Marc D. Markel/Richa Himani Roberts Markel Guerry, P.C. 2500 City West Blvd., Suite 1350 Houston, TX 77042

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Filed For Record in: Grimes County

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Grines County On: Nov 02:2005 at 02:43A As a <u>RECORDINGS</u>

Document Kunber: 00203211 Anount 51.00 Receipt Kunber - 1191 By, Tina S Schroeder

STATE OF TEXAS I hereby certify that this instrument was filed on the date and time stamped hereon by we and was duly recorded in the volume and pase of the named records of: Grimes County as stamped hereon by me. Nov 02:2005

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David Pasket: County Clerk Grimes County