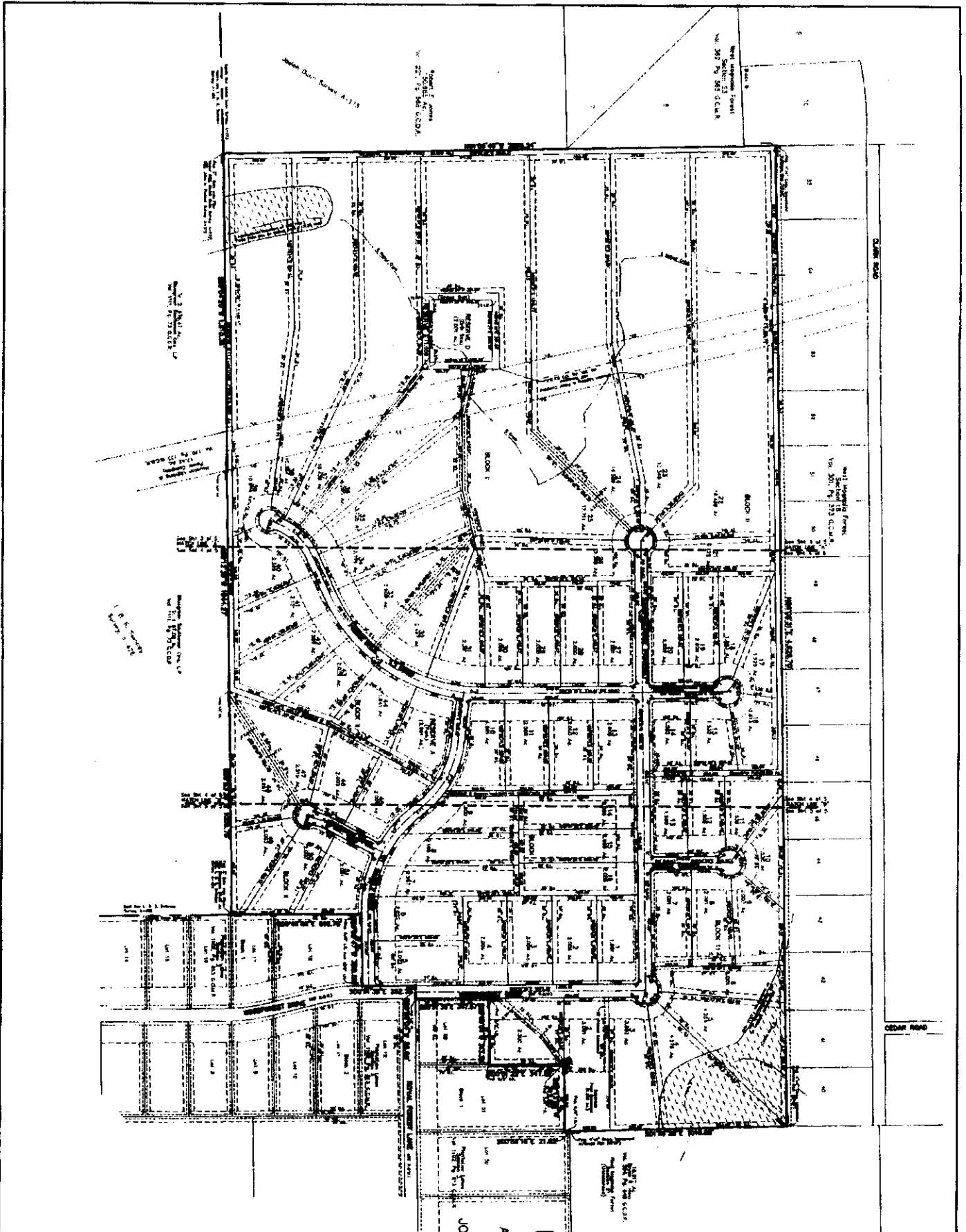


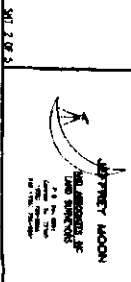
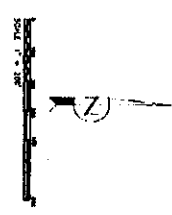
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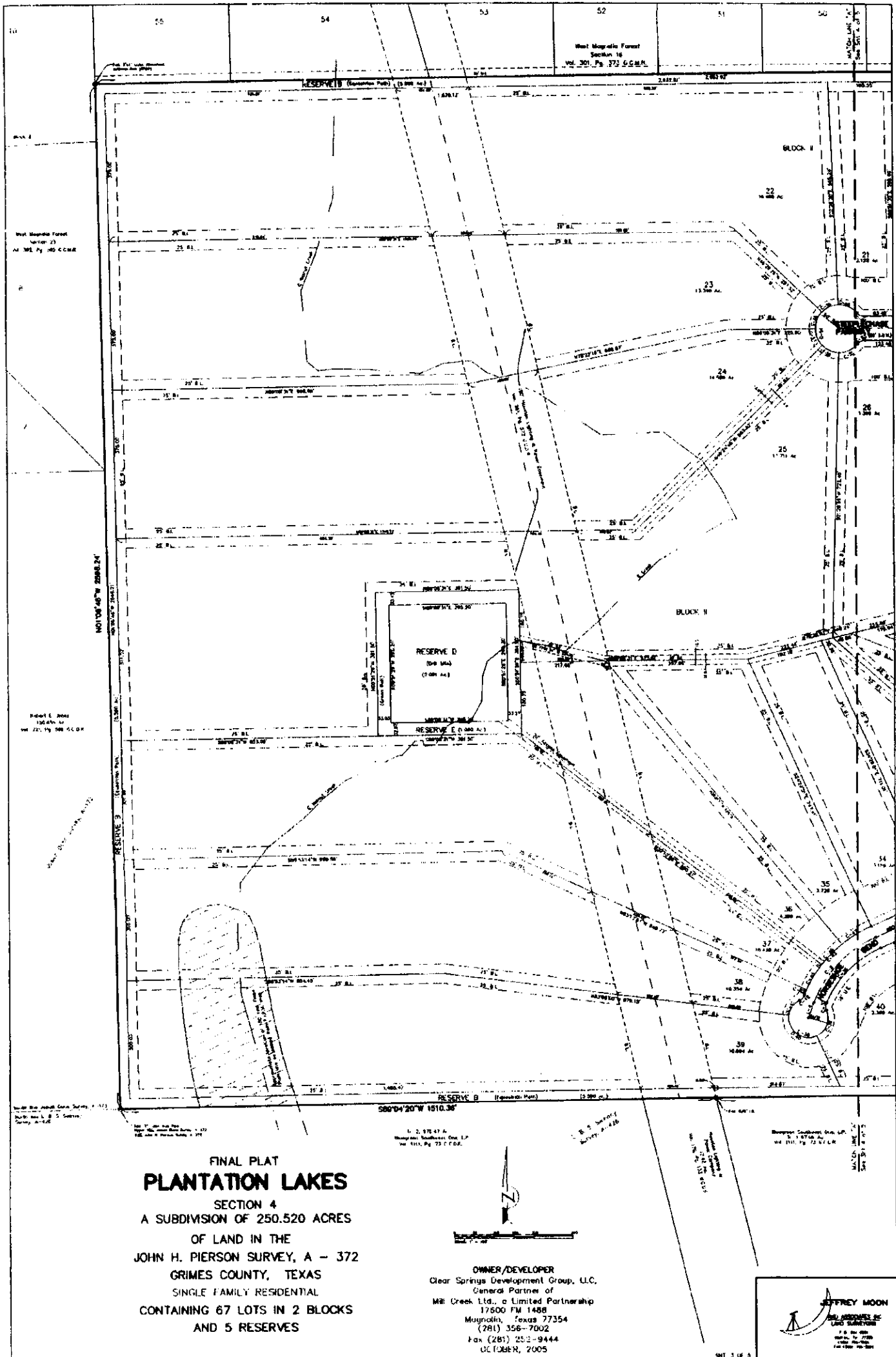


FINAL PLAT
PLANTATION LAKES

SECTION 4
 A SUBDIVISION OF 250,520 ACRES
 OF LAND IN THE
 JOHN H. PIERSON SURVEY, A - 372
 GRIMES COUNTY, TEXAS
 SINGLE FAMILY RESIDENTIAL
 CONTAINING 67 LOTS IN
 2 BLOCKS AND 5 RESERVES

OWNER/DEVELOPER
 Deer Springs Development Group, LLC
 General Partner of
 Mill Creek Land Company
 17600 Parkway
 Houston, Texas 77054
 (281) 556-7002
 Fax (281) 252-8444
 OCTOBER, 2005



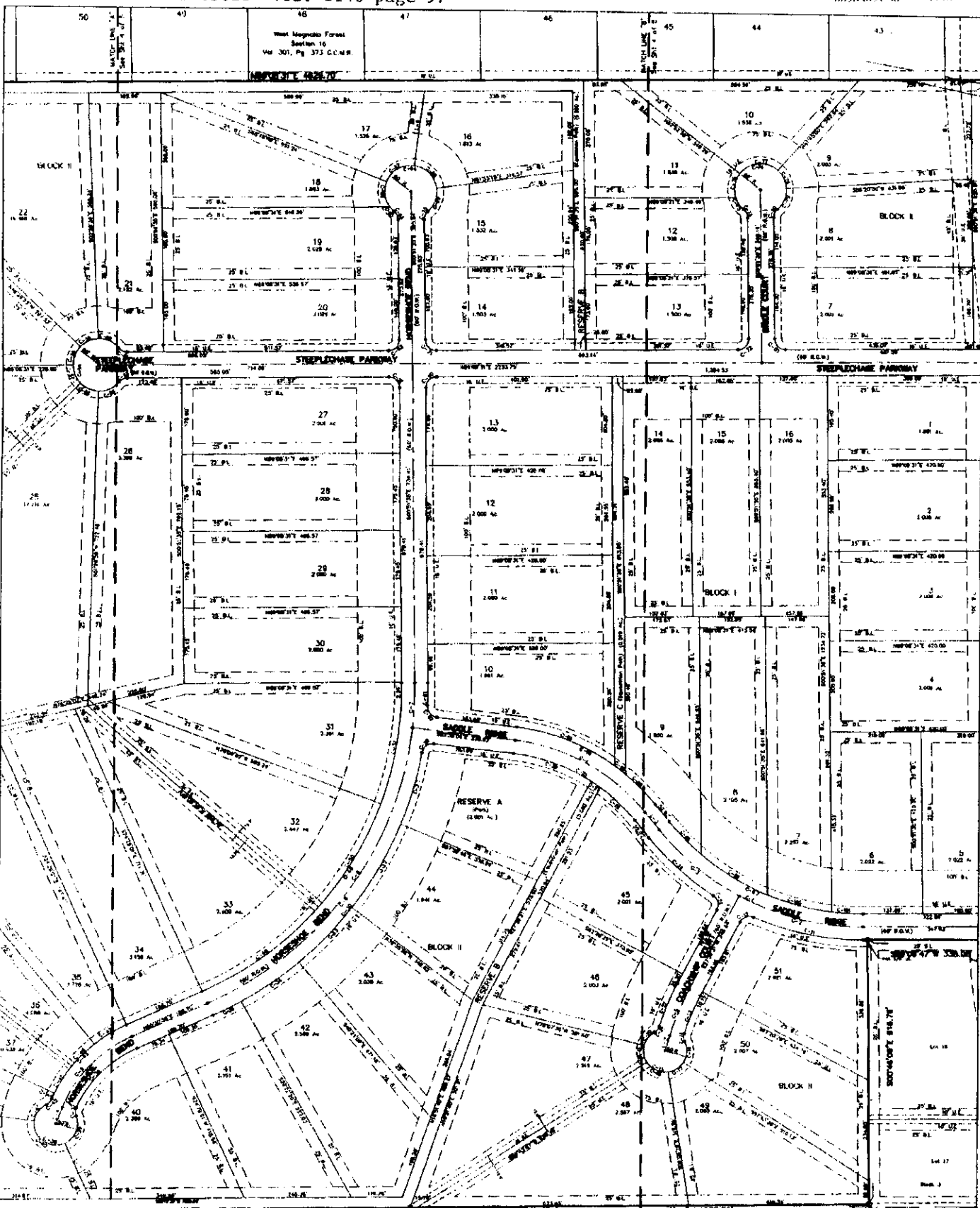


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OWNER/DEVELOPER
 Clear Springs Development Group, LLC,
 General Partner of
 Mill Creek Ltd., a Limited Partnership
 17500 FM 1488
 Magnolia, Texas 77354
 (281) 356-7002
 Fax (281) 252-9444
 OCTOBER, 2005

JEFFREY MOON
 LAND SURVEYOR
 No. 11746
 Exp. 12/31/06
 1100 N. 27th St.
 P.O. Box 2728
 Waco, Texas 76788
 Tel: 767-8618

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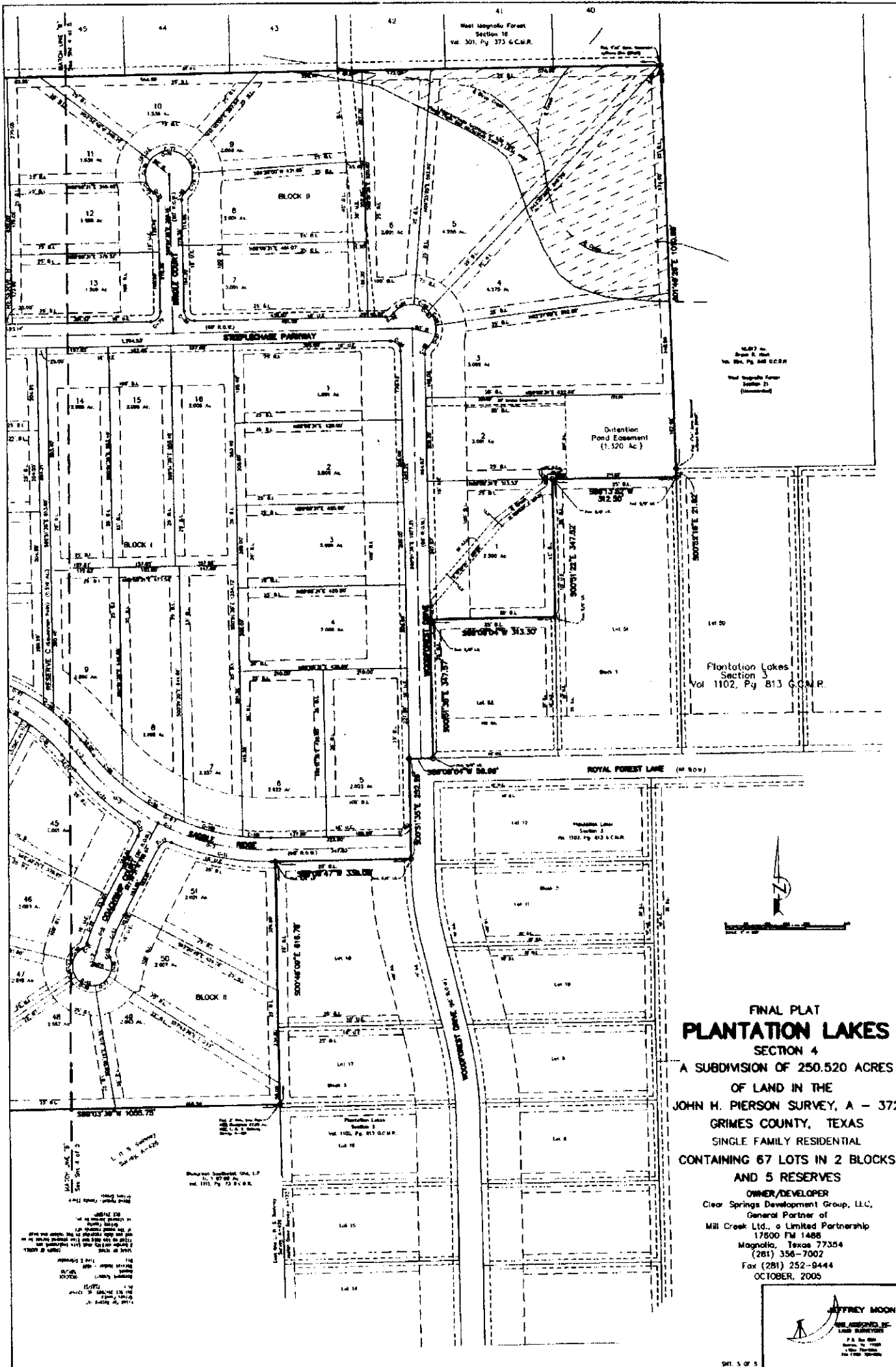


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VOL 0840 PAGE 295

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION LAKES**

After Recording Return To:

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

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION LAKES**

STATE OF TEXAS :
:
COUNTY OF WALLER :

THIS DECLARATION is made on the date hereinafter set forth by CMill Creek, Ltd., a Texas limited partnership, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Waller County, Texas known as Plantation Lakes, Section One a subdivision of 54.611 acres and containing 13 lots and 1 block out of the John H. Peirson Survey, A-389 according to the map or plat thereof, filed on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas (the "Property"); and

WHEREAS, Declarant desires to develop the Property as a residential subdivision, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, aesthetic considerations, sale, common welfare of the community, use and enjoyment of the Property as a residential subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the amenities in said subdivision and enforcement of this Declaration, to create an Association (hereinafter defined) to which shall be delegated and assigned the power of administering and

enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated one or more non-profit corporations created under the laws of the State of Texas, including the first being Plantation Lakes Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. The Directors of which Association either have or will establish certain By-Laws by which the Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the By-Laws and/or other Dedicatory Instruments as that term is defined in the Texas Property Code. No more than one such non-profit corporation shall be in existence at any one time.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding on all parties, now and at anytime hereinafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

ARTICLE I. DEFINITION OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and the term is then not capitalized):

- A. "ARC" means the Architectural Review Committee established for the Property as set forth in Article VII, Section A.
- B. "Assessment" means the assessment levied against all Lots for the purposes set out in Article XII, Section C, or for any other charge authorized by this Declaration, the By-laws, or Rules and Regulations.

- C. "Architectural Guidelines" mean a publication of the ARC, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any lot, which publication may be amended without notice to owners.
- D. "Association" means PLANTATION LAKES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors, assigns, or replacements which has jurisdiction over all properties located within the land encumbered under this Declaration, as same may be amended from time to time as additional property is annexed into Plantation Lakes, as allowed under this Declaration.
- E. "Board" means the duly elected Board of Directors of the Association as provided within the By-laws.
- F. "Builder" means an individual or entity that purchases multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or reconstructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- G. "Building Guidelines" means general guidelines, if any, as to construction types and aesthetics as set by the ARC, which may be changed without notice to the Owners.
- H. "By-Laws" means the By-Laws of Plantation Lakes Community Association, Inc., as they may be amended from time to time.
- I. "Common Area" means all real property owned in fee or held in easement by the Association for the common use and/or enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- J. "Declarant" means Mill Creek, Ltd., its successors and assigns, as may be evidenced by a written instrument recorded in the public records of the Waller County Clerk's office.

- K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes or any other property brought under the control of this document, or any supplemental declaration and/or amendment thereto.
- L. "Dwelling" means a structure or structures intended for residential use.
- M. "Hardscape" shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, yard art.
- N. "Homesite" means one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.
- O. "Lot" means a parcel of Property as defined by the recorded plat and/or any replat thereof as one lot in the Map Records of Waller County, Texas, and encumbered by this Declaration. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an assessment due for each Lot owned as defined by the then plat of record.
- P. "Member" means an Owner, as defined in this article, who is in good standing per Article IV, Section A, "Eligibility."
- Q. "Owner" means an owner of any portion of the Property. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.
- R. "Property" means all of the property subject to this Declaration as same may be amended and/or supplemented from time to time as additional property is annexed into Plantation Lakes as allowed under this Declaration.
- S. "Recreational Sites" means Common Area Property that is set aside for use as recreational facilities, reserves, or green space and is encumbered by this Declaration, a recorded plat, or both.
- T. "Special Assessment" means an assessment levied under Article XII, Section D for a specific purpose.

- U. "Plantation Lakes" and/or the "Subdivision" means Plantation Lakes Subdivision, located in Waller County, Texas. Plantation Lakes Subdivision is more particularly described in the Plat recorded under Clerk's File No. 403289 in the Plat Records of Waller County, Texas, which may be amended and/or supplemented as additional land is annexed into the subdivision by the recording of a Supplemental Amendment.
- V. "Supplemental Amendment" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant (and the Owner of the property) which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Association pursuant to Article III, Section B, of this Declaration to subject additional property to this Declaration.

ARTICLE II. PURPOSE AND INTENT

Plantation Lakes, as initially planned, is intended to be a residential development that is planned to feature residential uses.

This Declaration shall serve as the means by which design, maintenance and use of the Property and eligible property anticipated to be a part of Plantation Lakes will be established.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of the Plantation Lakes Subdivision is more particularly described in the map or plat thereof, filed under Clerk's File No. 403289 of the Real Property Records of Waller County, Texas. Owners of Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for twenty-five (25) years following the execution of this Declaration to annex any additional property. Such annexation shall be accomplished by the execution and filing for

record of a Supplemental Amendment setting forth the land being annexed and/or the specific restrictions relating to such property, if different, provided the maintenance fee provision shall be uniform as to all Lots.

The right of the Declarant to annex land under this Section shall pass to the Association upon the expiration of the twenty-five (25) year term granted above or upon the termination of Class "B" Membership pursuant to Article IV, Section C, whichever occurs first.

ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS

A. Eligibility

Eligibility to vote or serve as a representative, director or officer, after the expiration of the term of the Initial Board of Directors, shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed to vote or hold office if that Member is noted of record (or within the records of) the Association to have a deed restriction violation on one or more Lots in Plantation Lakes.

B. Membership

The sole criterion to become a Member of the Association is to hold title to a Lot within Plantation Lakes. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a Member, unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s). Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Multiple owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e. all votes for, or all votes against a particular issue).

All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership

shall begin with the execution of this Declaration and pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members.

In consideration for payment of Assessments, all Owners of Lots in Plantation Lakes and subsequently annexed sections if any, shall have the right to the use and enjoyment of recreational facilities in Plantation Lakes.

C. Voting Rights

The Association shall have two classes of membership, Class A and Class B, as follows:

1. Class A Membership

Class A Members shall be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights shall be based on the number of Lots and shall be determined as follows:

One (1) vote shall be granted to Class A Members for each Lot owned.

2. Class B Membership

Class B Members shall include the Declarant and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Each Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

Ten (10) votes per platted Lot shall be granted to Class B Members.

Declarant shall retain its Class B membership and retain control and authority to appoint all members of the Board of Directors of the Association until the earlier to occur of the following:

1. Declarant has sold one hundred percent (100%) of the platted lots, or
2. The Declarant desires to release such control and authority to the Association as evidenced by an instrument recorded in the Real Property Records of Waller County, or
3. January 1, 2029.

At such time, any remaining Class B Members shall be converted to Class A Members and elections shall be held to elect the Members of the Board of Directors of the Association pursuant to the provisions of the Articles of Incorporation and the By-Laws of the Association.

D. Voting Procedures

Class A and Class B members shall exercise their votes as set out in the By-Laws.

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration shall be effective as of the date this document is recorded in the Real Property Records of Waller County, Texas.

ARTICLE VI. USE RESTRICTIONS

A. Residential Uses Permitted

Homesites within Plantation Lakes shall be used exclusively for single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Plantation Lakes, so long as tenants are leasing the entire land and improvements comprising of Homesite.

It is not the intent of this provision to exclude from a lot any individual who is authorized to so remain by any state or federal law. If it is found that this definition is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling or Homesite, except that residential use within a Dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of Plantation Lakes; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Plantation Lakes, as may be determined in the sole discretion of the Board. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a builder with approval of the Declarant with respect to its development and sale of the Property.

No business vehicles displaying commercial signs or advertising, unless owned by or used as a work-related vehicle by the Owner of the Lot, shall be permitted to be parked within public view in residential sections of Plantation Lakes, other than service vehicles contracted by owners of Homesites to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of forty-eight (48) hours per week in a residential section of Plantation Lakes, without

prior written permission of the Association, whose approval will be issued at its sole and absolute discretion.

2. Unless otherwise provided herein, no livestock, domestic or wild animals, nor plants or crops shall be raised on any Homesite or the Property for the purpose of breeding or selling same, whether for profit or not, except one (1) horse per acre and three (3) cows may be raised on a Homesite; provided, however, in no case shall more than five (5) animals (excluding household pets) be kept or raised on a Lot, except if any member of an Owner's family is under the age of 19, resides with the Owner and is a bona fide member of a 4-H livestock club or the Future Farmers of America ("Farmer Member"), then so long as it is permissible under local, state, or federal law, such Owner shall be permitted to have three (3) animals for each Farmer Member residing with such Owner for the purpose of raising the animal(s) for competition(s) and/or projects and the limitation of five (5) animals set forth above, shall not apply to such Owner. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore is prohibited under this provision. Owners who raise and/or keep 4-H livestock projects and/or horse(s) on a Homesite must maintain the Homesite so it does not appear to be in an unclean or untidy condition due to the placement, existence or raising of such animals on the Homesite; Owner shall also prevent and/or maintain the Homesite so no foul or obnoxious odors exist on the Homesite or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites due the placement, existence or raising of such animals on the Homesite.

4-H livestock projects and/or horse(s) must be kept in a stable and/or barn constructed or placed on a Homesite in accordance with this Declaration. A single stable, for the housing of horses only, and a single barn, for the housing of 4-H livestock projects may be erected and maintained by an Owner at the Owner's expense. The size and appearance of the stable and/or barn is subject to reasonable Rules and Regulations, Builder Guidelines, or restrictions promulgated by the Association or Declarant.

The Declarant and/or the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the stable or

barn. At no time shall the stable and/or barn be used to house any animals other than horses or 4-H livestock projects, respectively, including but not limited to, household pets such as dogs or cats, or any type of hazardous material. General maintenance of the stable and/or barn area will be the obligation of the Owner and the costs for maintenance of stables and/or barns shall be the obligation of the Owners of the stable(s) and/or barn(s).

Each Owner and occupant of any Lot and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, Declarant or any successor declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, 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 as to the safety of any and all stables and/or barns. Each Owner and occupant of any Lot and each tenant, guest and invitee of an Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, Declarant or any successor declarant for all loss or damage to persons or property resulting from the use of and/or entry upon any and all stables and/or barns.

In the event any Owner of any Homesite who has placed a stable and/or barn on the Owner's Homesite fails to maintain the stable and/or barn, including the exterior of the stable and/or barn or the general stable and/or barn area, in a manner that, in the sole opinion of the Board, constitutes a nuisance, the Association, after thirty (30) days' notice to the Owner of the Homesite setting forth the action intended to be taken by the Association and after approved by a two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to repair, maintain, or restore the stable, barn, or the area surrounding such stable or barn at the Owner's expense.

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance of the stable and/or barn or other work authorized in this Article. The cost of such maintenance, repair, clean up and other work shall be the personal

obligation of the Owner of the Homesite on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

B. Parking and Prohibited Vehicles

Unless otherwise provided herein, no motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, tractors (or similar vehicles), recreational vehicles, campers, boats or pick-up trucks that: (a) are in operating condition; (b) as qualified by current vehicle registration and inspection stickers; and (c) have no commercial advertising located thereon, unless otherwise provided in Section B(1) hereof, may be parked in the driveway on a Lot, however, no vehicle 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.

Parking of any vehicle other than in a driveway or within an enclosed garage of a Homesite or other paved area provided for parking, or within an Owner's Lot is expressly prohibited.

C. Screening

No Member or occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole opinion of the Board of Directors. Air conditioners, garbage containers, antennas to the extent reasonably possible and pursuant to Article VI, Section K. Antennas, or like equipment, shall not be kept in the open, exposed to public view, or exposed to view from adjacent Homesites. Air conditioners, utility

boxes, garbage containers, and antennas to the extent reasonably possible and pursuant to Article VI, Section K. Antennas, or like equipment must be screened from view and placed in a location first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Builder Guidelines. A combination of trees, hedges, shrubs or fences should be used as screening material, as same may be set out in the Builder Guidelines. All screening designs, locations, and materials are subject to prior ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times, and may not detract from the appearance of the Property.

D. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Homesite forward of the fence at the front wall of the house situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

E. Notices and Easements

1. Utilities and General

There are hereby reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Waller County and any utility) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may

exist now or in the future: cable television systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board of Directors or Declarant.

2. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, and other landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this

Declaration. Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant shall cease to own Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the green belts, ponds, or other bodies of water to the extent reasonably necessary to exercise their rights and responsibilities under this Section.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of sixteen feet (16') in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

3. Easements to Serve Additional Property

The Declarant and Association and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of any annexed property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed property.

Declarant agrees that if an easement is exercised for permanent access to any annexed property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Properties and on such portion of the property.

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 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 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.

5. Detention Area

Owners of Lots 4, 5, 10 and 11 within Plantation Lakes are advised that there exists a lake and detention area (the "Detention Area") as shown on the recorded plat of the Property. The Association shall have the obligation to maintain the Detention Area. 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 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, visibility of the Detention Area, and/or traffic which may occur due to the existence of the Detention Area. 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 Detention Area.

6. Recreation Area

Owners of Lots within the Property are advised that there exists a recreation area in the Subdivision along the northern perimeter of Lot 9 and the western perimeter of Lots 5 and 6 (hereinafter the "Recreation Area"). Owners of Lots within the Property 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, maintenance and replacement of any recreational facility, dock, or pier in said Recreation 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 of the Recreation Area. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Recreation Area and a dock or pier, if, as, and when such dock is built, installed, and /or placed in the Recreation Area.

Owners whose lots are adjacent to or abut the Recreation Area shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Recreation 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 Recreation Area to its condition immediately prior to said infiltration.

F. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

1. For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.
2. Political Signs. Not more than two political signs, not exceeding 2' x 3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.
3. School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground.
4. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so

long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs within Plantation Lakes are subject to the Builder Guidelines and Bulletins promulgated by the ARC.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as acceptable for Builder use in the Builder Guidelines promulgated by the ARC and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within Plantation Lakes in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

G. Reservation of Minerals

The Property and any future land made subject to this Declaration are hereby subjected to the following reservation and exception: Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record all oil, gas and other minerals in, on and under said land, but Declarant on behalf of itself and its successors, assigns and predecessors in title hereby waives the right to use the surface of the land, other than that land or easements owned by Declarant or other owners of oil, gas or other minerals for exploring, drilling for, producing and mining oil, gas and other minerals, provided that Declarant hereby retains and reserves the right on behalf of itself and its successors, assigns and predecessors in title to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of land or easements owned by Declarant or other owners of oil, gas or other minerals. Such exceptions, retained rights and

reservations shall inure to the benefit of Declarant, its predecessors in title and their respective successors and assigns in accordance with their respective interest of record.

H. Common Areas

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. No Member may appropriate any portion of the Common Areas or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that causes damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty [30] days) shall be assessed against the Member's Homesite and secured by the continuous lien set forth in Article XII, Section A of this Declaration.

I. Window Treatments

Within three (3) months of occupying a Dwelling on any Homesite, an Owner shall install appropriate window treatments in keeping with the aesthetics of Plantation Lakes. Appropriate window treatments would include, by way of illustration, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling.

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the aesthetics of Plantation Lakes, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as Plantation Lakes.

J. Deed Restriction Enforcement

1. Authority to Promulgate Rules and Regulations

The Board of Directors has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in this Declaration, any Supplemental Amendment and/or amendments concerning the use and enjoyment of Common Areas.

2. Attorney's Fees and Fines

In addition to all other remedies that may be available, after notice and an opportunity to be heard as required by §209 of the Texas Property Code as same may be amended, the Association has the right to collect attorney fees and/or fines as set by the Board from any Owner that is in violation of this Declaration, any applicable Supplemental Amendment or amendments, any Architectural Guidelines, the Building Guidelines, or any other rule or regulation promulgated by the Association.

3. Remedies

Every Owner shall comply with all provisions of this Declaration, the By-Laws, and the rules and regulations of the Association, all other dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association may avail itself of any and all remedies provided in this Declaration, any amendment, Supplemental Restriction, the By-Laws or any other dedicatory instruments.

4. Enforcement by Owners

Each lot owner is empowered to enforce the covenants.

K. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Homesite, which is visible from any street,

common area or other Lot (hereinafter the "Preferred Location") unless it is impossible to receive signals from the Preferred Location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 ("the 1996 Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to rules and regulations which may be promulgated by the Association setting out preferred alternate locations for antennas.

L. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites, Recreational Sites, or Common Areas.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be

maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Homesite. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

M. Tree Removal

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 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.

N. Animals and Pets

Unless as otherwise provided in Article VI, Section B.2. , no animals, except one (1) horse per acre, and/or three (3) cows on each Lot shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Dwelling; provided, however, in no case shall more

than five (5) animals (excluding household pets) be raised on a Lot, except if any member of an Owner's family is under the age of 19, resides with the Owner and is a bona fide member of a 4-H livestock club or the Future Farmers of America ("Farmer Member"), then so long as it is permissible under local, state, or federal law, such Owner shall be permitted to have three (3) animals for each Farmer Member residing with such Owner for the purpose of raising the animal(s) for competition(s) and/or projects and the limitation of five (5) animals set forth above, shall not apply to such Owner. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. If, in the sole discretion of the Association, any pet endangers the health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners of other Dwellings or the owner of any portion of the Property it shall be removed upon request of the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a Dwelling and/or fence be confined on a leash held by a responsible person. Horses and/or 4-H projects livestock shall not be allowed to roam free outside the fenced area of a Homesite or Property; and further at no time will horses or 4-H livestock projects be allowed to be kept or roam in front of the rear building line of any residence. Owners who raise and/or keep 4-H livestock projects and/or horse(s) on a Homesite must maintain the Homesite so it does not appear to be in an unclean or untidy condition due to the placement, existence or raising of such animals on the Homesite; Owner shall also prevent and/or maintain the Homesite so no foul or obnoxious odors exist on the Homesite or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites due the placement, existence or raising of such animals on the Homesite.

O. Swimming Pools/Spas

No above ground swimming pools are permitted. All swimming pools and spas require architectural approval as set out in Article VII herein.

P. Out Buildings/Accessory Buildings

No out building and/or accessory building (including, but not limited to stables, barns, sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed on a Lot within Plantation Lakes without the prior written approval of the Association. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

Q. Window Air Conditioning Units

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage, barn or stable if such air conditioning unit is located at the rear of the garage unit, is screened from public view, and is screened from view by any other Lot, Common Area or Dwelling. All window air conditioning units require architectural approval as set out in Article VII herein.

R. Ponds and Other Water Bodies

Swimming, boating, fishing, canoeing, and kayaking, or other similar activities may be permitted within the ponds, or other bodies of water within Plantation Lakes at the discretion of the Board. The Board of Directors has the right to promulgate rules and regulations governing the use of the ponds, and other bodies of water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of ponds, or other bodies of water within or adjacent to Property.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of any ponds or other bodies of water within Plantation Lakes for the irrigation of the Common Areas, for any other purpose deemed appropriate by the Board or Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

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 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), (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.

B. ARC Approval Required

No buildings, hardscape, additions, modifications or improvements shall be erected, 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. Builder may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color, that may be used when building each design. The ARC or Board of Directors may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board of Directors, experienced or qualified to review same, who may then render an opinion to the ARC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. The ARC or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by this Declaration and any amended or Supplemental Amendment, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article VI in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in the Declaration unless the ARC so notifies the Owner otherwise in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restriction of use contained herein.

The ARC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the Building Guidelines or any other documents promulgated by the ARC. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Declaration, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by

the ARC, or that is a variance of the approved plans, the Association may assess fines as provided in Article XV, Section F and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved.

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter any Homesite to determine if violations of this Declaration, the Building Guidelines, or any other documents promulgated by the ARC exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

The ARC has the right to charge a review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the ARC.

C. Building Setbacks

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 at least twenty-five feet (25') or the rear utility easement as shown on the applicable plat of the Property shall be observed on all Lots; and, provided further that at least a minimum twenty-five foot (25') side setback shall be observed on all Lots, except in the case of Lot 8, where the side set back for the western Lot line of Lot 8 shall be at least seventy-five feet

(75'). Detached garages and driveways shall be permitted to be placed within a setback as approved by the ARC.

D. Landscaping

All open, unpaved space in the front and at the sides of a Homesite, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

E. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or the Common Areas. Owners causing (either directly or indirectly) erosion or other incident damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owner shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

F. Temporary Structures

Temporary Structures may only be erected on undeveloped Property by builders or the Declarant with the prior approval of the ARC. Even temporary structures shall be maintained in good condition and all construction debris shall be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within Plantation Lakes.

G. Garages

Dwellings must at all times have either attached or detached garages capable of housing a minimum of two (2) full size vehicles. 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.

H. Minimum Square Footage

All one-story Dwellings must contain a minimum of one thousand six hundred (1,600) square feet of living area which shall not include porches, garages or non-air conditioned areas. All two-story Dwellings must contain a minimum of two thousand two hundred (2,200) square feet of living area (with the second floor containing at least six hundred (600) square feet of living area) which shall not include porches, garages, or non-air conditioned area.

ARTICLE VIII. MAINTENANCE

A. General Maintenance

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. Grass, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

B. Landscaping

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the overall standard established within the Property and satisfactory to the Board of Directors of the Association, the Association, after ten (10) days' notice to the Owners of the Homesite setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right but not the obligation, through its agent, contractors and/or employees, to enter upon said Homesite and to maintain, cut, trim and/or restore such landscaping, grass or vegetation at the Owner's expense.

C. Dwelling Exterior

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite, including the exterior of the Dwelling or other structures and the parking areas, stable, and/or barn, if constructed, in a manner consistent with the overall standard established within the Property as solely determined by the Board of Directors of the Association, the Association, after thirty (30) days' notice to the Owner of the Homesite setting forth the action intended to be taken by the Association and after approved by a two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to repair, maintain, or restore the exterior of the Dwelling, sidewalks, stable, barn, other structure or parking areas at the Owner's expense.

D. Other Hazards

To the extent necessary to prevent rat infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling, or other improvement located upon such Homesite, without notice to take the action necessary to prevent such rat infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance, landscaping or other work authorized in this Article. The cost of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Members' replacement, repair and restoration practices as to the improvements on Property within Plantation Lakes are subject to the prior approval of the ARC and must comply

with all Builder and/or Architectural Guidelines which may change from time to time, as found necessary and appropriate in the ARC's sole discretion.

ARTICLE IX. STANDARDS AND PROCEDURES

The ARC may establish and promulgate the Building Guidelines and/or Architectural Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and Plantation Lakes, including, but not limited to, those portions of the Building Guidelines regarding workmanship, materials, building methods, living area square footage, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Building Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. The rules, standards, and procedures set forth in the Building Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner as any other restriction set forth in this Declaration.

ARTICLE X. VARIANCES

The Board, upon the recommendation of the ARC, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration, any amendment, Supplemental Amendment, Builder Guideline, or Architectural Guidelines, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution of the variances which variance shall be signed by a member of the Board. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular

provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration. Action of the ARC or Board of Directors in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

ARTICLE XI. LIMITATION OF LIABILITY

Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, managers, partners, directors, members, successors or assigns of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, nor any of their respective officers, partners, directors, agents, managers, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans nor the contractors used.

ARTICLE XII. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot or Homesite, by virtue of ownership of Property within Plantation Lakes, covenant and agree to pay to the Association:

1. Annual Assessments; and
2. Special Assessments

The Annual, and Special Assessments together with attorney's fees, interest and costs shall be a charge and continuing lien upon the Homesite and Lot against which each such assessment is made. Each such assessment, together with attorney's fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time

when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

B. Purpose of Assessments

Annual and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of Plantation Lakes as determined by the Association and, in particular, may, by way of example and not limitation or obligation, include maintenance, repair or improvement of any Common Area, sidewalks, fountains, parkways, private streets and roads, boulevards, esplanades, setbacks and entryways, patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, other services as may be in the Property's and Owner's interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area. Parkway, fountains, private streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such share agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Association. Additionally, assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for maintenance costs for the participation in any agreement among other property owners associations (whether residential, multi-family, commercial or mixed use) in the area and for consolidated programs that provide consistency and economics of scale. Approval to enter such agreements shall require a majority vote of the Board.

C. Annual Assessment

The Property shall be subject to the Annual Assessment, as follows:

1. Creation

Payment of the Annual Assessment shall be the obligation of each Owner and the Declarant and shall constitute a lien on the Homesite, or Lot(s), binding and enforceable as provided in this Declaration.

2. Rate

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The initial Annual Assessment established by the Association shall not exceed One Hundred Fifty and 00/100 Dollars (\$150.00) per Lot. Declarant shall elect annually in writing to either subsidize the approved budget for the subsequent year by paying the difference between the total approved budget for the year less the total amount due by Class A Members, or elect to pay assessments at the rate of fifty percent (50%) of the amount assessed other Class A Members for each Lot owned. Declarant is required to provide written notice to the Board each year by September 1 of the elected option. Failure to provide such written notice will result in Declarant being billed in the manner of the last option taken by Declarant. A Builder shall only be responsible to pay fifty percent (50%) of the assessment of other Lot Owners, for the period of time that the Builder owns a Lot.

3. Commencement

For purposes of calculation, the initial Annual Assessment shall commence on the first day of the first month following the date of the first sale of a Lot to a resident. Annual Assessments shall be due in advance on January 1 for the coming year and shall be delinquent if not paid in full as of January 31 of each year.

4. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the commencement date described above. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated assessment amount for that year.

5. Levying of the Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital

improvements in Plantation Lakes and may, at its sole discretion and without a vote by the Members, increase the annual Assessment in an amount up to ten percent (10%) over the previous year's Annual Assessment. The Annual Assessment may only be increased by more than ten percent (10%) over the preceding year's assessment if such increase is approved by Members in good standing who represent a majority of the votes in Plantation Lakes present at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the votes subject to such assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

D. Special Assessments for Capital Improvements

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual, infrequent expense benefiting the Association, provided that any such assessment shall have the approval of both a majority of the Class A Members and a majority of the Class B Members present at a meeting duly called for this purpose at which a quorum is present. Such Special Assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth in Section C hereof and shall be pro rated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Members benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments shall be due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner.

E. Collection and Remedies for Assessments

1. The assessments provided for in this Declaration, together with attorneys' fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment,

together with attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each parcel of Property in Plantation Lakes, which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

The President of the Association or his or her designee is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.

In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 (or any successor statute) and to exercise

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the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period Property is owned by the Association following foreclosure, 1) no right to vote shall be exercised on its behalf; and, 2) no assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Lien to First Mortgages

The lien for assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any first mortgage on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the assessment lien. The sale or transfer shall not relieve such Lot or Homesite from lien rights for any assessments thereafter becoming due. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot or Homesite obtains title pursuant to judicial or non-judicial foreclosure of the mortgage, it shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. However, from the date of foreclosure forward, such assessments shall again accrue and be payable to the Association.

G. Exempt Properties

All properties dedicated to any accepted use by a municipal county, federal, or other governmental authority and all properties owned by charitable or non-profit organizations that are exempt from taxation by federal laws shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto.

H. Notice of Delinquency

The Association or its agent or designee shall be required to give a written notice of the assessment to any Owner who has not paid an assessment that is due under this Declaration. Such notice must be mailed to the Owner's last known address. The address of the Lot, Homesite or Building Site shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association.

ARTICLE XIII. MODIFICATION AND TERMINATION OF COVENANTS

This 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. So long as Class B membership exists, approval of two-thirds (2/3) of the combined total votes of Class A and Class B Membership shall be required to amend, modify or terminate this Declaration. However, the Declarant may unilaterally amend this Declaration at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein; provided, however, any such amendment

shall not adversely affect the title to any Lots or Homesites unless the Owner shall consent thereto in writing.

After the termination of Class B membership, approval by the Owners of a majority of the Lots shall be required to amend, modify or terminate this Declaration. Upon approval of the Owners, as set out above of said amended declaration (as evidenced by the President's or Vice-President's signature) the amended declaration shall be recorded in the Real Property Records of Waller County, Texas, whereupon to the extent of any conflict with this Declaration, the amended declaration shall control.

ARTICLE XIV. ALTERNATE DISPUTE RESOLUTION

A. Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; or the Association.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager ("P.C.A.M.") as certified by the Community Associations Institute, or a Certified Property Manager ("C.P.M.") as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in Plantation Lakes, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. The Board shall maintain a list of no less than five (5) potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties.

If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of assessments and/or the foreclosure of the Assessment Lien by the Association as set out in the Declaration.

E. Term

This Article XIV, Alternative Dispute Resolution, shall be in full force and effect for an initial period of three (3) years from the date of execution of this Declaration. However, this Article shall remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board of Directors votes to terminate the provisions of this Article XIV, Alternative Dispute Resolution.

ARTICLE XV. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this

Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Waller County, Texas.

F. Fines for Violations

The Association may assess fines for violations of the restrictive covenants contained in this Declaration, other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing assessment lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, for any proper purpose. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available, upon written request, for inspection, by appointment during normal business hours by any Member at the office of the Association, for any proper purpose as set forth in the By-Laws.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

J. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot or Homesite as the current address. If Owner leases the property, he shall supply the name of the tenant present upon the execution of any lease.

K. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS

APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, 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, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

L. Service Mark

Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the service mark for Plantation Lakes ("Service Mark"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Service Mark.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this

2 day of June, 2004

DECLARANT:

MILL CREEK, LTD., a Texas limited partnership

By: CLEAR SPRINGS DEVELOPMENT GROUP, L.L.C. a Texas corporation, its general partner

By: *Charles Signor*
Print Name: CHARLES SIGNOR
Print Title: V.P.

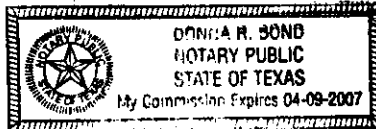
STATE OF TEXAS §
 §
COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Charles Signor the VICE PRESIDENT 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 2 day of June 2004

Donna R. Bond
Notary Public - State of Texas

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11-29-03 sh



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THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify 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 Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas

403932

FILED FOR RECORD

04 JUN -2 PM 1:58

PROPERTY CLERK
WALLER COUNTY, TX
Amanda Dwyer DEPUTY

101.00
5.00
1.00
107.00
1.00 pk
108.00 pd

Clear Springs Dev.
17600 Fm 1488
Magnolia, TX 77354
840-295-7-11.30

Chrg 108.00
Pd 106.00
Dwe 2.00

[Signature]
BY *DAVID S. PASKET*
DAVID PASKET CO. CLK.
GRIMES COUNTY, TX

2004 SEP 17 AM 9 56

FILED FOR RECORD AT

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

SEP 17 2004



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

Roberts, Marked Quarry
2500 City West Blvd
Sta 1350
Houston TX 77042

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VOL. 1098 PAGE 134 * 194958
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VOL. 0843 PAGE 775

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION LAKES

STATE OF TEXAS §
 §
COUNTY OF WALLER §

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, ("First Amendment") is made on the date hereinafter set forth by Mill Creek, Ltd., a Texas limited partnership, hereinafter referred to collectively as Declarant;

WITNESSETH:

WHEREAS, the Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES which is recorded under Clerk's File No. 403932 in the Official Public Records of Real Property of Waller County, Texas (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 First Amendment; and

WHEREAS, pursuant to Article XIII of the Declaration, pursuant to Article XIII of the Declaration, the Declarant, so long as there is Class "B" membership, reserved the exclusive and unilateral right to amend the Declaration, without the joinder or consent of any Owners, entity, Lender or other person for the purpose of clarifying or resolving any ambiguities or conflicts therein, or correcting any inadvertent misstatements, errors or omissions therein; and so long as Class B Membership exists, the Declaration may be amended, modified or terminated with approval of two-thirds (2/3) of the combined total votes of Class A and Class B Membership; and

WHEREAS, Lot 4, Block 1 in the Subdivision has been conveyed to Michael G. Estrada and Susan K. Estrada (the "Estradas"); Lot 5, Block 1 in the Subdivision has been conveyed to Calvin W. Dunbar and Danielle C. Dunbar (the "Dunbars"); and Lot 6, Block 1 in the Subdivision has been conveyed to Thomas R. Herman & Fatma Herman (the "Hermans") (the Estradas, the Dunbars, and the Hermans are hereinafter collectively referred to as "Purchasers"); and

WHEREAS, Declarant has a power of attorney from each Purchaser to amend the Declaration (copies of such powers of attorney are attached hereto as Exhibit "A"); and

WHEREAS, Declarant owns ten (10) Lots in the Subdivision, and as Class B member, pursuant to Article IV, Section C.2. of the Declaration, has ten (10) votes for each platted Lot owned for a total of one hundred (100) votes; and

WHEREAS, Purchasers own one (1) Lot each and pursuant to Article IV, Section C.1. of the Declaration, the Purchasers have a total of three (3) votes and have given Declarant a power of attorney to amend the Declaration on their behalf for the purposes set out therein.

NOW THEREFORE, pursuant to Article XIII of the Declaration, Declarant on behalf of itself and on behalf on the Purchasers, hereby amends the Declaration as follows:

The First sentence of the Declaration, on Page 1, which reads as follows:

THIS DECLARATION is made on the date hereinafter set forth by CMill Creek, Ltd., a Texas limited partnership, hereinafter referred to as the "Declarant."

shall be amended to read as follows:

THIS DECLARATION is made on the date hereinafter set forth by Mill Creek, Ltd., a Texas limited partnership, hereinafter referred to as the "Declarant."

Article I, Definitions, Section L, which reads as follows:

"Dwelling" means a structure or structures intended for residential use.

shall be amended to read as follows:

"Dwelling" means a structure or structures intended for residential use. Dwelling shall not include single or double wide mobile or manufactured homes, or any new, old or used houses that are not constructed on a Lot.

The portion of Article VI, Use Restrictions, Section A., Out Buildings/Accessory Buildings., which reads as follows:

Homesites within Plantation Lakes shall be used exclusively for single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Plantation Lakes, so long as tenants are leasing the entire land and improvements comprising of Homesite.

shall be amended to read as follows:

Homesites within Plantation Lakes shall be used exclusively for single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Unless otherwise provided herein, Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. Single or double wide mobile or manufactured homes, or any new, old or used houses not constructed on a Lot are prohibited in the Subdivision. In no case may a Lot contain more than one

Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Plantation Lakes, so long as tenants are leasing the entire land and improvements comprising of Homesite.

Article VI, Use Restrictions, Section P, Out Buildings/Accessory Buildings, which reads as follows:

No out building and/or accessory building (including, but not limited to stables, barns, sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed on a Lot within Plantation Lakes without the prior written approval of the Association. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

shall be amended to read as follows:

No out building and/or accessory building (including, but not limited to stables, barns, sheds, greenhouses, gazebos, play houses, shade trellis, guest houses, workshops) shall be constructed or placed on a Lot within Plantation Lakes without the prior written approval of the Association. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures. Provided, however, any guest house must contain a minimum of seven hundred fifty (750) square feet of living area and shall be built during or after construction of the main residence; a barn may be constructed on a Lot prior to construction of the main residence, provided that such barn is constructed of good materials, kept in good repair and is constructed of materials, placed on a location and is of the size, quality, and type as approved by the ARC. A barn may be used for residential purposes before or during the construction of the main residence; provided, however, construction of a main residence must commence no more than two (2) years from the date the construction of the barn is complete.

Articles VII, Architectural Restrictions shall be amended so that Section I. Metal Siding, is added, which Section I. shall read as follows:

I. Metal Siding.

Metal siding may not be used on residences.

The portion of Article VI, Use Restrictions, Section E. Notices and Easements, Section 2. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves, which reads as follows:

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of sixteen feet (16') in order: (a) to temporarily flood

and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

shall be amended to read as follows:

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of twenty five feet (25') in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

The portion of Article VII, Architectural Restrictions, Section B. ARC Approval Required, that reads as follows:

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

shall be amended to read as follows:

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and twelve (12) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

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

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

The Declaration, except as expressly amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes is executed as of the 22nd day of JUNE, 2004.

DECLARANT:

MILL CREEK, LTD., a Texas limited partnership

By: CLEAR SPRINGS DEVELOPMENT GROUP, L.L.C. a Texas corporation, its general partner

By: _____
Print Name: CLAY SIGNOR
Print Title: President

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared CLAY SIGNOR, the PRESIDENT 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 22nd day of JUNE, 2004.



Carol F. Schuelke
Notary Public - State of Texas

R:\REAL\DEVELOP\plantationLakesFirstAmend.doc
After Recording Return To:
Marc D. Markel
Roberts Markel Guerry, P.C.
2500 City West Blvd., Suite 1350
Houston, Texas 77042

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I (Name of Purchaser) SUSAN K. ESTRADA (Purchaser's Address) 11807 WINDRIVER CIRCLE, HOUSTON, Texas 77090, my social security number being left blank, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign, on my behalf, any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 403932 (the "Declaration") with reference to the following, if necessary, and to subject my Property (which is more fully described on the attached Exhibit A) to such amendment:

- To allow for guest houses in Plantation Lakes, Section One (the "Subdivision") and to provide for a limitation on the number, type, and size of such guest houses, materials with which such guest houses are constructed and the timing of construction subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
- To prohibit metal siding; on a residence;
- To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

RECORDERS MEMORANDUM
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS
FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC
REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS,
ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE
INSTRUMENT WAS FILED AND RECORDED.

Declarant (as defined in the Declaration) and their designees from sixteen feet (16') to twenty-five feet (25');

- To revise the Declaration so the minimum time for completion of construction is amended to be no less than twelve (12) months;
- To correct the name of the Declarant, if same is erroneously misspelled in the Declaration.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY IS NOT AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this the 11TH day of JUNE, 2004.

Susan K. Estrada

Print Name: SUSAN K. ESTRADA

STATE OF TEXAS

COUNTY OF MONTGOMERY

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This document was acknowledged before me on the 11TH day of JUNE 2004 by SUSAN K. ESTRADA

Leann Peters

Notary Public-State of Texas
PRINTED NAME: LEANN PETERS
MY COMM. EXPS: 09/25/05

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

RECORDER'S MEMORANDUM
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VOL 1098 PAGE 141

EXHIBIT "A" - continued

VOL 0843 PAGE 782

EXHIBIT A

Lot 4, Block 1 located in Plantation Lakes, Section One according to the plat thereof filed for record on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas.

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I (Name of Purchaser) MICHAEL G. ESTRADA
 Address) 11807 WINDRIVER CIRCLE HOUSTON, Texas 77070 (Purchaser's
 security number being left blank, appoint Mill Creek, Ltd., and its designees, as
 my agent (attorney-in-fact) to act for me in any lawful way with respect to the following
 specified subject:

The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign, on my behalf, any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 403932 (the "Declaration") with reference to the following, if necessary, and to subject my Property (which is more fully described on the attached Exhibit A) to such amendment:

- To allow for guest houses in Plantation Lakes, Section One (the "Subdivision") and to provide for a limitation on the number, type, and size of such guest houses, materials with which such guest houses are constructed and the timing of construction subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
- To prohibit metal siding; on a residence;
- To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

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Declarant (as defined in the Declaration) and their designees from sixteen feet (16') to twenty-five feet (25');

- To revise the Declaration so the minimum time for completion of construction is amended to be no less than twelve (12) months;
- To correct the name of the Declarant, if same is erroneously misspelled in the Declaration.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY IS NOT AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this the 11th day of JUNE, 2004.

Michael G. Estrada
Print Name: MICHAEL G. ESTRADA

STATE OF TEXAS

COUNTY OF MONTGOMERY

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§

This document was acknowledged before me on the 11TH day of JUNE, 2004 by MICHAEL G. ESTRADA

Leann Peters

Notary Public-State of Texas
PRINTED NAME: LEANN PETERS
MY COMM. EXPS. : 09/25/05

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

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Notarized DEVELOPMENTAL LABORatory POA- Revised Law

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EXHIBIT "A" - continued

VOL 0843 PAGE 785

EXHIBIT A

Lot 4, Block 1 located in Plantation Lakes, Section One according to the plat thereof filed for record on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas.

RECORDER'S MEMORANDUM
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STATUTORY DURABLE POWER OF ATTORNEY

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I (Name of Purchaser) DANIELLE C. DUNBAR (Purchaser's Address) 2929 ROSEHEATH LANE HOUSTON Texas 77073 my social security number being LEFT BLANK, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

✓ The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign, on my behalf, any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 403932 (the "Declaration") with reference to the following, if necessary, and to subject my Property (which is more fully described on the attached Exhibit A) to such amendment:

- To allow for guest houses in Plantation Lakes, Section One (the "Subdivision") and to provide for a limitation on the number, type, and size of such guest houses, materials with which such guest houses are constructed and the timing of construction subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
To prohibit metal siding; ON A RESIDENCE. OO
To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

RECORDED MEMORANDUM AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL ERRORES, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

OO * ALSO SEE EXHIBIT A FOR EXPLANATION.

Declarant (as defined in the Declaration) and their designees from sixteen feet (16') to twenty-five feet (25');

- To revise the Declaration so the minimum time for completion of construction is amended to be no less than twelve (12) months;
- To correct the name of the Declarant, if same is erroneously misspelled in the Declaration.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY IS NOT AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this the 9th day of JUNE, 2004.

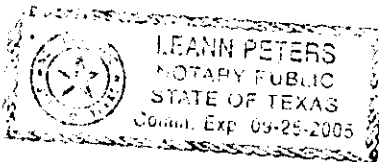
Danielle C. Dunbar
Print Name: DANIELLE C. DUNBAR

STATE OF TEXAS

COUNTY OF MONTGOMERY

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§

This document was acknowledged before me on the 9th day of JUNE, 2004 by DANIELLE C. DUNBAR



Leann Peters
Notary Public-State of Texas
LEANN PETERS My comm. exp.: 09/25/05

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

RECORDER'S MEMORANDUM
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EXHIBIT "A" - continued

VOL 1098 PAGE 147

VOL 0843 PAGE 788

EXHIBIT A

Lot 5, Block 1 located in Plantation Lakes, Section One according to the plat thereof filed for record on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas.

* EXPLANATION TO SAID DURABLE POWER OF ATTORNEY:

THE AUTHORIZATION OF POWER OF ATTORNEY SHALL BE GIVEN AND LIMITED TO A TIME FRAME OF 30 DAYS FROM THE SIGNING OF THIS LETTER. THE GIVEN POWER OF ATTORNEY AT THIS TIME IS LIMITED TO THE ITEMS MADE REFERENCE TO ON PAGE - 1 OF THE POWER OF ATTORNEY.

J. Dunbar
Danielle Dunbar
D. Peters

LEANN SPOKE @ CLAY
ON THIS MATTER.

THIS REVOCATION OF POWER OF ATTORNEY WAS AGREED UPON AT APPROX., 6:⁴⁵_{PM} ON THIS 9TH DAY OF JUNE, BY, ATTORNEY RICHA HAMINI, ACTING IN BEHALF OF CLAY SIGNOR AND ESCROW OFFICER LEANN PETERS.

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XI, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I (Name of Purchaser) CALVIN W. DEBBAR (Purchaser's Address) 2029 ROBERTSON LANE, HOUSTON, Texas 77073, my social security number being 1278 81425, appoint Mill Creek, Ltd, and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign on my behalf any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 493093 (the "Declaration") with reference to the following, if necessary, and to publish my Property (which is more fully described on the attached Exhibit (A) to such amendments:

- To allow for guest houses in Plantation Lakes, Section One (the "Subdivision") and to provide for a limitation on the number, type, and size of such guest houses, materials with which such guest houses are constructed and the timing of construction subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
- To prohibit metal siding: ON A RESIDENCE *CD*
- To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesteads (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

CD * ALSO SEE EXHIBIT A FOR EXPLANATION.

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EXHIBIT "A" - continued

Declarant (as defined in the Declaration) and their designees from sixteen feet (16') to twenty-five feet (25');

- To revise the Declaration so the minimum time for completion of construction is amended to be no less than twelve (12) months;
- To correct the name of the Declarant, if same is erroneously misspelled in the Declaration.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY IS NOT AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this the 9th day of JUNE, 2004

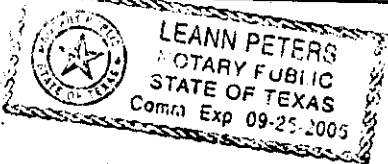
Calvin W. Dunbar
Print Name: CALVIN W. DUNBAR

STATE OF TEXAS

COUNTY OF MONTGOMERY

§
§
§

This document was acknowledged before me on the 9th day of JUNE 2004 by CALVIN W. DUNBAR



Leann Peters

Notary Public-State of Texas

LEANN PETERS My comm. exp.: 09/25/05

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

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RECORDER'S MEMORANDUM
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EXHIBIT A

Lot 5, Block 1, I located in Plantation Lakes, Section One according to the plat thereof filed for record on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas.

* EXPLANATION TO SAID DURABLE POWER OF ATTORNEY:

THE AUTHORIZATION OF POWER OF ATTORNEY SHALL BE GIVEN AND LIMITED TO A TIME FRAME OF 30 DAYS FROM THE SIGNING OF THIS LETTER. THE GIVEN POWER OF ATTORNEY AT THIS TIME IS LIMITED TO THE ITEMS MADE REFERENCE TO ON PAGE - 1 OF THE POWER OF ATTORNEY.

S. Dunbar

Danielle Dunbar

[Signature]

LEANN SPOKE @ CLAY
ON THIS MATTER.

THIS REVOCATION OF POWER OF ATTORNEY WAS AGREED UPON AT APPROX. 6:45 PM ON THE 9th DAY OF JUNE, BY ATTORNEY RICHA HIMANI AND ESCROW OFFICER LEANN PETERS.

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I (Name of Purchaser) FATMA HERMAN (Purchaser's Address) 14108 HORSESHOE BEND, CONROE, Texas 77384, my social security number being LEFT BLANK, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign, on my behalf, any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 403932 (the "Declaration") with reference to the following, if necessary, and to subject my Property (which is more fully described on the attached Exhibit A) to such amendment:

- To allow for guest houses in Plantation Lakes, Section One (the "Subdivision") and to provide for a limitation on the number, type, and size of such guest houses, materials with which such guest houses are constructed and the timing of construction subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
- To prohibit metal siding; on a residence; *F.H*
- To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

1

RECORDER'S MEMORANDUM
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VOL 1098 PAGE 153

EXHIBIT "A" - continued

VOL 0843 PAGE 794

EXHIBIT A

Lot 6, Block 1, 1 located in Plantation Lakes, Section One according to the plat thereof filed for record on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas.

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I (Name of Purchaser) THOMAS R. HERMAN (Purchaser's Address) 14108 ROBERTSON ROAD COMBEE, Texas 77384, my social security number being LEFT BLANK, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

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- Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
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- To prohibit metal siding; on a residence; TRH
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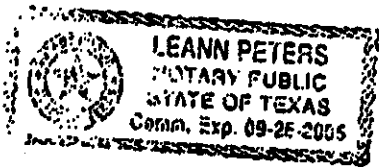
I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this the 10th day of JUNE, 2004.

Thomas R. Herman
 Print Name: THOMAS R. HERMAN

STATE OF TEXAS §
 COUNTY OF MONTGOMERY §

This document was acknowledged before me on the 10th day of JUNE 2004 by THOMAS R. HERMAN



Leann Peters
 Notary Public - State of Texas

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Notary Public - State of Texas

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Vol. 1098 PAGE 156

EXHIBIT "A" - continued

Vol. 0843 PAGE 797

EXHIBIT A

001 2 3004

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FILED FOR RECORD

04 JUN 23 PM 1:21

Grimes County, TX
Meyers Hardware

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

OCT 5 2004



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

FILED 1008 PM 1:20

194958

54⁰⁰ pd

FILED FOR RECORD AT

2004 OCT 5 AM 9 23

DAVID PASKET CO. CLK.
GRIMES COUNTY, TX
BY *Mary J. Hargrave*

Return to:

Roberts Markel Guerny
2500 City West Blvd. Ste. 1350
Houston, Texas 77042

THE STATE OF TEXAS
COUNTY OF WALLER

VOL 1098 PAGE 157

I hereby certify 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 Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas

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5.00
1.00
53.00
23.00 pk
76.00 pd

*Clear Springs
17600 2M 1488
Magnolia 77354*

843-715-25-11:50

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VOL. 1113 PAGE 456
197681

PLANTATION LAKES

BUILDER GUIDELINES

DATE: DECEMBER 16, 2004

PLANTATION LAKES - BUILDER GUIDELINES

PAGE 1

STATE OF TEXAS
COUNTY OF WALLER
I, CHERYL PETERS, County Clerk, Waller County, Texas,
do hereby certify that this is a true and correct copy
as same appears of record in my office. Witness my hand
and seal of office on



FEB 11 2005

CHERYL PETERS, County Clerk
Waller County, Texas

Stephanie Tompkins
Stephanie Tompkins Deputy

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STATE OF TEXAS
COUNTY OF WALLER
I, CHERYL PETERS, County Clerk, Waller County, Texas,
do hereby certify that this is a true and correct copy
as same appears of record in my office. Witness my hand
and seal of office on

FEB 11 2005

CHERYL PETERS, County Clerk
Waller County, Texas
by *Stephanie Tompkins*
Stephanie Tompkins Deputy



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Plantation Lakes is being developed as a single-family residential community. The developer reserves the right to make changes in the general plan as development progresses.

This document is presented as a minimum set of development guidelines and standards for 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. Non-compliance 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.

GENERAL

The Builder/Owner is to develop and maintain individual lots in a manner prescribed by the Declaration of Covenants, Conditions and Restrictions, recorded plats/replats, rules and regulations of the Plantation Lakes Community Association, Inc., and by these Builder Guidelines and standards. Compliance with building setback lines, lot layouts, driveways, sidewalks, garages and etc. are required of the Builder/Owner. Ties to utilities are the responsibility of the Builder/Owner.

The Builder/Owner shall comply with any and all ordinances that may be in effect from Waller or Grimes County and/or any other governmental agency (i.e., TNRCC, EPA) having applicable jurisdiction.

Builders/Owners within Plantation Lakes are responsible for compliance with all applicable, city, county, state and federal regulations.

The Builder/Owner shall develop and maintain individual lots in a manner prescribed by the Declaration of Covenants, Conditions and Restrictions and any Supplemental Amendments thereto, recorded plats/replats, rules and regulations of the Plantation Lakes Community Association, Inc. and by these Builder Guidelines and standards. Compliance with building setback lines, lot layouts, driveways, garages, wiring requirements, etc. is required of the Builder/Owner. Ties to utilities are the responsibility of the Owner/Builder.

No external improvements or changes shall be erected, placed, or altered on any tract until the construction plans and specifications and a plan showing the location of the structure, and complete plan of sewer system showing relation to tract lines and water lines, water wells, or other water sources, and a complete plan showing construction and location of water well and water lines have been approved by the Architectural Control Committee hereinafter referred to as "ACC" as to quality of workmanship and materials, harmony of external design with existing structures, protection of the environment, and as to location with respect to topography and finish grade elevation. Information of approval of plans and specifications shall be provided herein.

OF TEXAS
COUNTY OF WALLER
I, CHERYL PETERS, County Clerk, Waller County, Texas,
do hereby certify that this is a true and correct copy
as same appears of record in my office. Witness my hand
and seal of office on



FEB 11 2005

CHERYL PETERS, County Clerk
Waller County, Texas
By *Stephanie Tompkins*
Stephanie Tompkins
Deputy

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No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit per each Lot to be used solely for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of seven hundred fifty square (750) feet and be built after or while the main dwelling is being built and be approved in writing by the ACC prior to construction. Detached garages, 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 purposes. All dwellings and detached garages must be constructed of similar exterior construction materials to provide a consistent look and must be approved in writing by the ACC prior to being erected, altered or placed on the property. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Lot. All main dwellings must have at least one thousand six hundred (1,600') square feet of living area unless it is two stories then it must be two thousand two hundred (2,200') square feet of living area, excluding porches, garages, or non-air conditioned area and shall be built with new construction materials. There shall be no homes built with barn type or dome style roofs. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the setting of forms for the foundation of said building or structure. The roof of any Dwelling shall be constructed of composition shingles, copper, tile, slate, standing seam metal or other material approved by the ACC prior to construction. The use of sheet metal or similar material on the roof of any Dwelling other than that used as flashing is prohibited unless otherwise provided herein. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, or apartment houses.

The roofs, as an expressive design element, should be kept as visually unobstructed as possible. Visible radio/television antenna, satellite dishes, and radio towers are not preferred.

COMPOSITE BUILDING SITE

Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the ACC, consolidate or subdivide such Lots or portions into one building site or separate sites, with the privilege or placing or constructing improvements on such resulting site(s), in which case the side set back 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 frontage at the building setback line of not less than the minimum frontage of all Lots in the same block.

MAILBOXES

The design and location of all mailboxes shall be approved by the ACC. In addition, said mailbox shall be installed by completion of the main residence and shall meet the requirements of the U.S. Postal Authorities. During construction of a residence, a temporary mailbox will be allowed so long as it meets United States Postal requirements. A list of approved mailbox designs may be obtained from the ACC.

BUILDING ELEVATION

Building elevations for homes and other improvements for Lots that abut or adjoin a Detention Pond shall be as follows: Section One shall be above 273.00 foot; Section Three shall be above 291.00 foot and Section Two should refer to the plat which shows the Base Flood Elevations (BFE's). The set finished floors should be at a minimum of 1' above said BFE. Building elevations in future sections of Plantation Lakes will be stated in either amendments to these Builder Guidelines, in any Supplemental Amendments to the Deed Restrictions for the Section(s) in question, or on plats showing the Base Flood Elevations (BFE's).

STATE OF TEXAS
COUNTY OF WALLER
I, CHERYL PETERS, County Clerk, Waller County, Texas,
do hereby certify that this is a true and correct copy
as same appears of record in my office. Witness my hand
and seal of office this

FEB 11 2005

CHERYL PETERS, County Clerk
Waller County, Texas

By *Stephanie Tompkins*
Stephanie Tompkins Deputy

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VOL. 1113 PAGE 460
ROOF TOP ANTENNA, SATELLITE DISH AND ACCESSORY STRUCTURES

No exterior antennas, aerials, satellite dishes larger than one (1) meter in diameter, or other apparatus for the reception of television, radio, satellite or other signal of any kind shall be placed, allowed, or maintained upon any portion of the Property including any home site, which is visible from any street, common area or other Lot unless it is impossible to receive signal from said location. In that event the receiving device may be placed in a visible location as approved by the ACC. The ACC may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all of a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height at the center ridge of the roof line. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 ("the Act"), as may be amended from time to time. This section shall be interpreted to be a restrictive as possible while not violating the Act.

Vent stacks and other necessary roof protrusions should be located away from public view and shall be located where possible on the backside of the roof.

No rooftop or window HVAC equipment is permissible.

The only accessory buildings allowed will be stables, barns, workshops, greenhouses, gazebos or trellis shade structures. Aluminum screen rooms are to be discouraged. However, all accessory buildings and structures must receive ACC approval prior to construction.

LOCATION OF THE IMPROVEMENTS UPON THE LOT

All improvements, except fences, on each plat will deem setbacks for front of lots. As for the rear property lines it 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 line, provided, however, as to any tract, the ACC may waive or alter any such setback line if the ACC, in the exercise of the ACC sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a tract. For the purpose of this Builder Guidelines, eaves, and open porches shall be considered improvements. Any such waiver or alteration must be in writing and recorded in the Real Property Records of Waller and/or Grimes County, Texas. 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, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot unless a deviation is approved in writing by the ACC. Within designated easements, no improvements shall be placed or permitted to remain which may damage or interfere with the installation of maintenance utilities.

RESIDENTIAL FOUNDATION REQUIREMENTS

Unless used temporarily as a sales office, all building foundations shall consist of concrete slab or pier and beam with brick or stone skirting or concrete slabs, unless the ACC approves a different type of foundation when circumstances such as topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum 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 slabs shall be approved and sealed by a qualified and registered engineer or a release will be executed and provided to the ACC before concrete slab pour may begin on any property.

STATE OF TEXAS
COUNTY OF WALLER
I, CHERYL PETERS, County Clerk, Waller County, Texas,
do hereby certify that this is a true and correct copy
as same appears of record in my office. Witness my hand
and seal of office on
FEB 14 2005
CHERYL PETERS, County Clerk
Waller County, Texas
By *Stephanie Tompkins*
Stephanie Tompkins Deputy

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REQUIREMENTS FOR LOTS ADJOINING PRIVATE LAKE

Lots adjoining the private lake are subject to rules as follows:

- A. No dwelling may be constructed closer to the lakeshore than one hundred (100') feet.
- B. Boat socks or 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.
- C. All docks and any docks overlooking or attached thereto must be approved by the ACC.
- D. No materials treated with creosote or other toxic materials will be allowed in, on or adjacent to the lake.
- E. No bulk heading of the shoreline of the lake will be allowed. All shorelines will be grassed and sloped into the lake by the Owner. It will be the responsibility of each Owner to maintain the shoreline with good sod and keep the shoreline mowed.

WINDOW TREATMENTS

Within three (3) months of occupying a dwelling on any Home site, an Owner shall install appropriate window treatments in any window visible from a street in keeping with the aesthetics of Plantation Lakes. Appropriate window treatments would include, by way of illustration, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling.

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the aesthetics of Plantation Lakes, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision for the same caliber as Plantation Lakes.

WINDOW AIR CONDITIONED UNITS

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage, barn or stable if such air conditioning unit is located at the rear of the garage unit, is screened from public view, and is screened from view by any other Lot, Common Area or Dwelling. All window air conditioning units require ACC approval as set out in Article VII in the deed restrictions.

DRIVEWAYS AND CULVERTS**TEMPORARY CONSTRUCTION DRIVEWAYS**

Prior to beginning construction on any house or building on any lot herein, the Owner will install a driveway from street to slab of at least four inches (4") of compacted rock, gravel, crushed limestone or better to prevent tracking of mud onto the street.

PERMANENT DRIVEWAYS

All driveways in the Subdivision shall be constructed of concrete, asphalt, gravel, iron ore or crushed rock. Further, at least the first forty (40') feet of any driveway or entrance to each Lot from the pavement of the street shall be paved with concrete. County requirements must be met on all construction, including but not limited to culverts.

All driveway culverts will be constructed with a concrete headwall on each end of the culvert and are to be approved by the Architectural Control Committee.

STATE OF TEXAS
COUNTY OF WALLER
I, CHERYL PETERS, County Clerk, Waller County, Texas,
do hereby certify that this is a true and correct copy
as same appears of record in my office. Witness my hand
and seal of office on



FEB 11 2005

CHERYL PETERS, County Clerk
Waller County, TexasBy: *Stephanie Tompkins*
Stephanie Tompkins, Deputy

RECORDER'S MEMORANDUM
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Lot Owners may install no culvert, bridge, or crossing unless approved by the proper authorities and the ACC. Conformance to size and grade requirements is mandatory. All culverts will be installed with concrete headers or conform with the driveway requirements. Such requirement is to prevent erosion and dress culvert ends, and must be approved by the ACC. No culvert or head walls shall be placed below the flow lines of ditches.

If any culvert is placed below the flow line of any ditch, Owner will be responsible for repairing. Builder/Owner will be responsible for replacing any damaged sod in ditches while installing culvert or constructing driveway. The ACC will hold construction deposit until the culvert has passed inspection.

Any driveway gates in Section One (1) must to approved by the ACC and must be made of black wrought iron. (See below for example). A list of approved gate designs may be obtained from the ACC.

WALLS AND FENCES

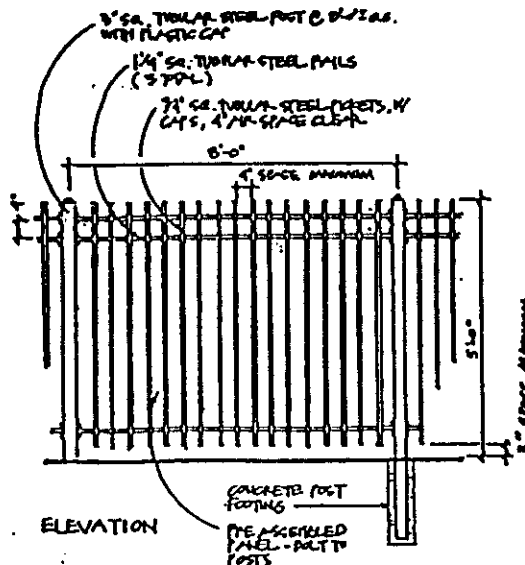
Any fence installed on a tract or tracts must be constructed of wood, masonry, vinyl, or wrought iron. All fences must be approved by the ACC prior to beginning construction. The allowed maximum height in the front shall not exceed four (4') in height.

No chain link is permitted except for approved dog kennels.

Any driveway gates in Section One (1) must be made of black wrought iron. (See below for example).

The black four board rail fence in Section One (1) or fronting any other Section or road shall not be altered or removed by Property Owner(s). This fence shall be kept in good condition, maintained and painted to match existing. The existing paint is as follows: (ICI Paint; Deluxe Professional, 100% Acrylic Flat Finish, Exterior Color, 2200-9990 - Black).

Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall not be closer to front street property lines than the easement boundary line and no closer than the lot boundary line to side street lines. Unless otherwise permitted herein, the erection of any wall, fence or other improvements on any easement is prohibited.



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CHERYL PETERS, County Clerk
 Waller County, Texas
 By *Stephanie Tompkins*
 Stephanie Tompkins
 Deputy

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Portable or permanent above-ground swimming pools are prohibited. Smaller prefabricated installed above ground spas or hot tubs are acceptable. Above ground spas or hot tubs, must be skirted, decked, screened or landscaped to hide all plumbing, heaters, pumps, filters, etc.

Swimming pool appurtenances, such as rock waterfalls and sliding boards, must not exceed six (6') feet in height.

Fencing around pool shall meet all governmental standards and requirements.

All flat work, decks and plumbing lines must be located outside of utility easements and public rights-of-way.

All swimming pools and spas require ACC approval.

TEMPORARY STRUCTURES, OUT-BUILDINGS/ACCESSORY BUILDINGS & GARAGES

USE OF TEMPORARY STRUCTURES

No structure of a temporary character, whether trailer, basement, tent, shack, garage, or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, provided, however, that Developer reserves the exclusive right on its behalf and that of any Builder owning in excess of ten (10) Lots for the purpose of constructing homes to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision. Such building must contain a minimum of three hundred (300) square feet.

OUT BUILDINGS/ACCESSORY BUILDINGS

No out building and/or accessory building (including, but not limited to stables, barns, sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed on a Lot within Plantation Lakes without the prior written approval of the Association. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines, regarding the size, quality, location and type of these structures.

GARAGES

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

The placement and design of garages and driveways have the greatest effect on the overall street scene.

SIGNAGE

FOR SALE SIGNS

An Owner may erect one (1) sign on his Lot, not exceeding 2'x 3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.

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FEB 11 2005



CHERYL PETERS, County Clerk
Waller County, Texas

Stephanie Tompkins Deputy

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POLITICAL SIGNS

Not more than two political signs, not exceeding 2' x 3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.

SCHOOL SPIRIT SIGNS

Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36' x 36' and is fastened only to a stake in the ground.

SECURITY SIGNS/STICKERS

Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or local fire department.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ACC, so long as such signs are similar to those listed as acceptable herein. Promulgated by the ACC and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within Plantation Lakes in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Home site and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other sort of damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

BUILDER SIGNAGE

One sign per single family will be lot allowed until occupancy. Information to be conveyed:

Name of Builder
Phone Number
Builders Sales Office

24" x 36" panel may use Builder's name and/or logo or trademark. Colors and graphics to be submitted to ACC.

(See following page)

STATE OF TEXAS
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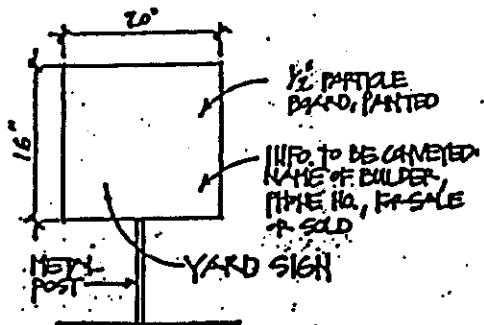
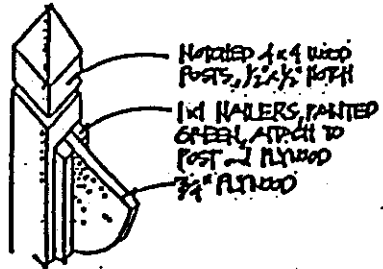
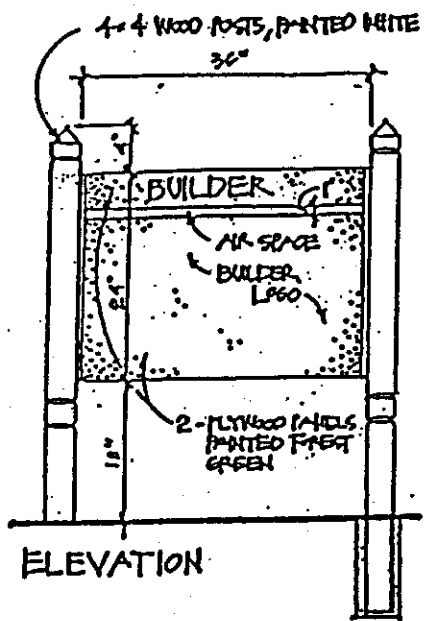


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Waller County, Texas

Stephanie Tompkins
Deputy

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Stephanie Tompkins Deputy

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FOR INFORMATION PURPOSES ONLY

Trees left in clusters with existing understory increases a tree's chance of survival because the root system will be less affected.

Removal of understory may allow too much light and air to penetrate to the ground causing roots to dry out.

If leaving existing understory is not practical or desirable, creating planting beds under tree group canopies is beneficial.

In general, changing grades within drip lines is detrimental to trees. Fencing the drip lines of trees and keeping debris from within the area can help to protect existing trees.

Placement of utilities within the drip line (outward extend of tree canopy) is detrimental to chances of survival on a developed lot. Where keeping utility lines from within tree canopies is not possible, care should be taken to protect the root system as much as possible.

In an effort to protect specimen trees, starting a bore outside of the drip line and tunneling under a tree preserves more of the root system and is worth the additional cost.

Prune trees using horticulturally accepted methods to compensate for any loss of root system.

(See following page).

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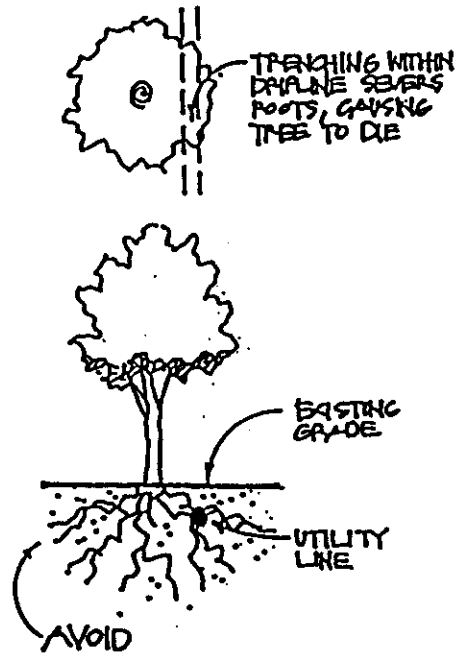
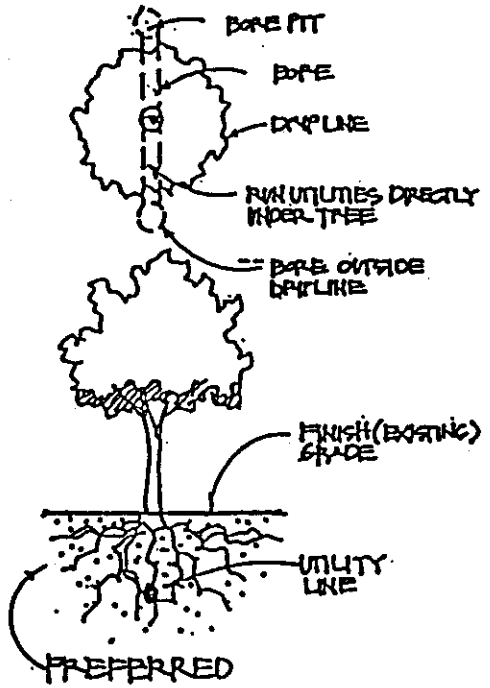
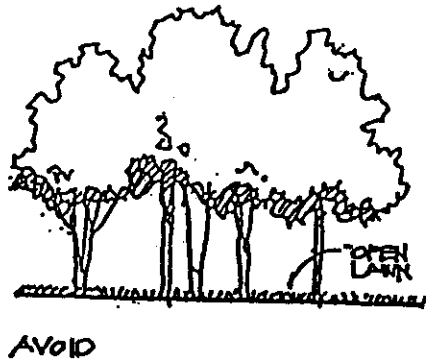
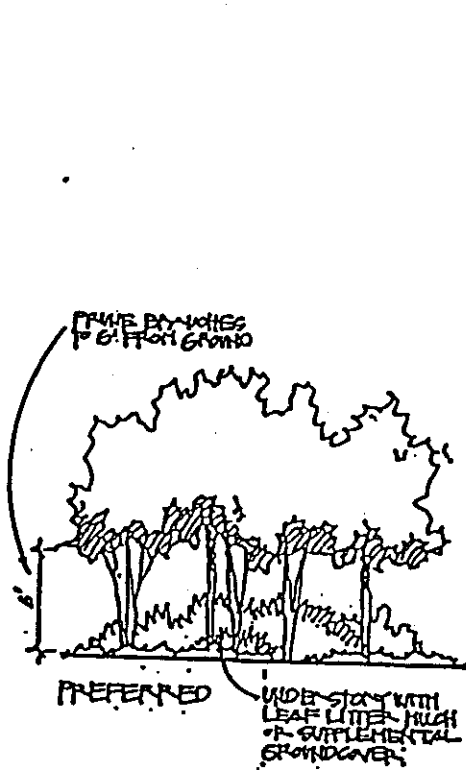
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CHERYL PETERS, County Clerk
Waller County, Texas
By *Stephanie Tompkins*
Stephanie Tompkins, Deputy

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TREE PRESERVATION (CONTINUED)

VOL 1113 PAGE 467



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

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

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

All submittals shall be sent to the following address:

PLANTATION LAKES COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE
17600 FM 1488
MAGNOLIA, TX 77354

SUBMISSION REQUIREMENTS

The Builder/Owner is required to submit complete and accurate design and construction documents for examination by the ACC.

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

1. Site plan indicating location and dimensions of all structures on the lot(s), and proposed mailbox location.
2. Building setbacks and easements.
3. Two (2) complete sets of Plans and Specifications for all proposed construction.
4. Exterior elevations - ¼ in. - 1'-0" min. scale.
5. Floor plans - ¼ in. - 1'-0" min. scale.
6. Complete foundation plans including cross sections of all beams (and piers when applicable).
7. Framing plans including: Wall sections indicating details of construction, ceiling and floor joist size, direction of spacing, roof sections, structural details and materials.
8. Swimming pools and/or spa design and plans (if applicable).
9. All associated Plantation Lakes ACC fees and deposits.

Each submittal shall consist of two (2) sets of Blue-line prints and supplementary specifications. Only complete sets will be reviewed.

The Builder or his Agent shall have complete responsibility for compliance with all governing codes, ordinances, and these Builder Guidelines.

The ACC 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.

STATE OF TEXAS
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Waller County, Texas

Stephanie Tompkins
Deputy

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

FEES AND DEPOSITS

1.	APPLICATION FEE (NON-REFUNDABLE)	\$125.00
2.	ADDITIONAL REVIEW FEE (IF NECESSARY)	\$75.00
3.	CULVERT, ROAD AND CLEAN UP DEPOSIT	\$500.00

PLANTATION LAKES - BUILDER GUIDELINES

PAGE 14

STATE OF TEXAS
COUNTY OF WALLER
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ARCHITECTURAL DESIGN REVIEW SUBMITTAL

BUILDER NAME:	SUBMITTAL DATE:
BUILDER MAILING ADDRESS:	TELEPHONE:
PLAN SUBMITTED:	FAX:
LIVING AREA:	
PLANS OPTIONS TO BE OFFERED:	
ELEVATIONS TO BE OFFERED:	
<p>REQUEST IS MADE BY SUBMITTAL OF THIS FORM FOR DESIGN REVIEW AND APPROVAL OF THE PLAN NAMED HEREIN AND IT'S NAMED ELEVATIONS AND OPTIONAL ARRANGEMENTS BY THE ARCHITECTURAL CONTROL COMMITTEE ACTING FOR PLANTATION LAKES. IT IS UNDERSTOOD BY THIS SUBMITTAL THAT RECEIPT OF SUCH APPROVAL CONSTITUTES COMPLIANCE WITH SUBDIVISION GUIDELINES AND STANDARDS AND PROTECTIVE COVENANTS AND DEED RESTRICTIONS SUFFICIENT TO OFFER THE NAMED PLAN FOR SALE, BUT IT DOES NOT RELIEVE APPLICANT FROM CONFORMANCE WITH LOCAL CODES AND ORDINANCES AND OTHER DESIGN CONSIDERATIONS WHICH ARE NEITHER REVIEWED NOR APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, NOR FROM FUTHER SUBMITTAL OF EACH SPECIFIC EXAMPLE ON ITS LOT FOR SITE SPECIFIC REVIEW BEFORE CONSTRUCTION. THE ARCHITECTURAL CONTROL COMMITTEE FURTHER IS UNDERSTOOD TO ASSUME NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY NOR FOR ADEQUACY OR CODE COMPLIANCE OF EITHER MECHANICAL OR ELECTRICAL DESIGN BY APPROVAL OF THESE SUBMITTED PLANS.</p>	
BUILDER'S REPRESENTATIVE SUBMITTING:	
PERSON TO CONTACT IN REGARD TO THIS SUBMITTAL:	

DO NOT WRITE BELOW - SPACE BELOW THIS LINE IS RESERVED FOR CONCLUSIONS OF THE ARCHITECTURAL CONTROL COMMITTEE

- DESIGN APPROVED AS SUBMITTED
- DESIGN APPROVED CONDITIONALLY PENDING CHANGES TO ACCOMMODATE THE FOLLOWING REQUIREMENTS:
- DESIGN DISAPPROVED AS SUBMITTED AND SUBSTANTIAL CHANGES ARE REQUIRED TO MEET APPLICABLE STANDARDS BEFORE RESUBMITTAL REASONS:

DATE RECEIVED BY ACC

SIGNATURE OF AUTHORIZED ACC REPRESENTATIVE

DATE

PLANTATION LAKES - BUILDER GUIDELINES

PAGE 15

STATE OF TEXAS
 COUNTY OF WALLER
 I, CHERYL PETERS, County Clerk, Waller County, Texas,
 do hereby certify that this is a true and correct copy
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FEB 11 2005
 CHERYL PETERS, County Clerk
 Waller County, Texas
 By *Stephanie Tompkins*
 Stephanie Tompkins, Deputy

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I/WE UNDERSTAND IT IS THE RECOMMENDATION OF THE PLANTATION LAKES ARCHITECTURAL CONTROL COMMITTEE THAT A PROFESSIONAL ENGINEERED FOUNDATION DESIGN BASED ON A SOIL TEST OF THE RESIDENTIAL CONSTRUCTION SITE BE USED IN ALL CONSTRUCTION.

I/WE HAVE ELECTED TO USE AN ENGINEERED FOUNDATION. WE HAVE INCLUDED AN APPROVED AND SEALED FOUNDATION PLAN AS PART OF THE BUILDING PLAN REVIEW APPLICATION PACKAGE.

I/WE HAVE ELECTED NOT TO USE AN ENGINEERED FOUNDATION.

REGARDLESS OF THE ABOVE SELECTION, I/WE UNDERSTAND THAT FOUNDATION SELECTION AND CONSTRUCTION IS SOLELY THE RESPONSIBILITY OF THE APPLICANT. I/WE THEREFORE RELEASE THE PLANTATION LAKES ARCHITECTURAL CONTROL COMMITTEE AND CLEAR SPRINGS DEVELOPMENT GROUP, LLC., THEIR OFFICERS, AND ENTITIES FROM ANY AND ALL LIABILITIES.

OWNER: _____

DATE: _____

OWNER: _____

DATE: _____

ACCEPTED: _____

DATE: _____

PLANTATION LAKES
ARCHITECTURAL CONTROL COMMITTEE

STATE OF TEXAS
COUNTY OF WALLER
I, CHERYL PETERS, County Clerk, Waller County, Texas,
do hereby certify that this is a true and correct copy
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FEB 11 2005

CHERYL PETERS, County Clerk
Waller County, Texas

Stephanie Tompkins
Stephanie Tompkins Deputy

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SIGNED THIS THE 17th VOL 1113 PAGE 472
DAY OF December, 2004.

MILL CREEK, LTD.

BY: 


CLAY SIGNOR, PRESIDENT OF
CLEAR SPRINGS DEVELOPMENT GROUP, LLC,
GENERAL PARTNER

State of Texas §

County of Montgomery §

BEFORE ME, on this day personally appeared Clay Signor, President of Clear Springs Development Group, LLC, General Partner of Mill Creek, Ltd. known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this 17th day of December, 2004.


Notary Public - State of Texas




DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.

2005 FEB 10 PM 3 15

FILED FOR RECORD AT

197681

Return To:

* Plantation Lakes
17600 Fm 1488
Magnolia, TX 77354

Clear Springs Dev.
17600 Fm 1488
Magnolia, TX 77354

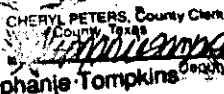
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PAGE 17

COUNTY OF WALLER
COUNTY CLERK
I, CHERYL PETERS, County Clerk, Waller County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



FEB 13 2005

CHERYL PETERS, County Clerk
Waller County, Texas

Stephanie Tompkins, Deputy

COUNTY OF GRIMES
I hereby certify that this instrument was filed on the date and time hereon shown by me and was duly recorded in the volume and page of the real property records of Grimes County, Texas as shown herein by me.

FEB 10 2005




DAVID PASKET
COUNTY CLERK, GRIMES COUNTY, TEXAS

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

STATE OF TEXAS §
 §
COUNTY OF GRIMES §

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

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. 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 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 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,

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:

- (i) 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.

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 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.

Owners of Lots 1 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

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.

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

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

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 invitee 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

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes, Section Four is executed as of the 1st day of November, 2005.

DECLARANT:
MILL CREEK, LTD., a Texas limited partnership

By: CLEAR SPRINGS DEVELOPMENT GROUP, L.L.C. a Texas corporation, its general partner

By: _____
Print Name: Clay Sibooz
Print Title: President

STATE OF TEXAS
COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Clay Sibooz, the President 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.

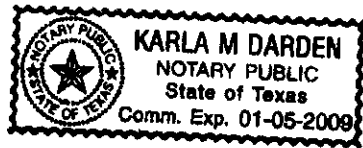
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November 2005.

Karla M. Darden
Notary Public - State of Texas

R:\ALM\DEVELOPMENT\Plantation Lakes\Supp Amend- Sect 4.doc

Return to:

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



Recd by:
Clear Springs

LIENHOLDER CONSENT AND SUBORDINATION

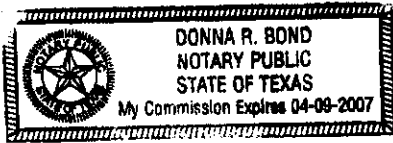
First Bank of Conroe, NA, a(n) Texas State Banking Corporation, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to the Declaration 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.

By: [Signature]
Print Name: Evette V. Pross
Print Title: JE Conroe

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.

GIVEN UNDER my hand and seal of office, this 1st day of NOVEMBER, 2005.



[Signature: Donna R. Bond]
Notary Public - State of Texas

After Recording Return To:

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

Doc 00203211 Bk RF Vol 1147 Pg 317

Filed for Record in:
Grimes County
On: Nov 02, 2005 at 08:43A
As a RECORDINGS

Document Number: 00203211
Amount 51.00
Receipt Number - 4194
By: Tina S Schroeder

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

David Pasket, County Clerk
Grimes County

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION LAKES

STATE OF TEXAS §
 §
COUNTY OF GRIMES §

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, (the "Second Amendment") is made on the date hereinafter set forth by Mill Creek, Ltd., a Texas limited partnership, 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; and

WHEREAS, Declarant filed that certain SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION FOUR, which is recorded under Clerk's File Number * 203211 in the Real Property Records of Grimes County, Texas; and

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 Second Amendment; and

WHEREAS, pursuant to Article XIII of the Declaration, pursuant to Article XIII of the Declaration, the Declarant, so long as Class B Membership exists, the Declaration may be amended, modified or terminated with approval of two-thirds (2/3) of the combined total votes of Class A and Class B Membership; and

WHEREAS, Declarant owns seventy-five (75) Lots in the Subdivision, and as Class B Member, pursuant to Article IV, Section C.2. of the Declaration, has ten (10) votes for each platted Lot owned, for a total of seven hundred fifty (750) votes, such votes being at least two-thirds (2/3) of the combined total votes of Class A and Class B Membership; and

NOW THEREFORE, pursuant to Article XIII of the Declaration, Declarant holding at least two-thirds (2/3) of the combined total votes of Class A and Class B Membership, hereby amends the Declaration as follows:

Article VI. of the Declaration is hereby amended by adding the following section:

"S. Subdivision of Lots. Lots may not be subdivided except as set out below:

The subdivision of Lots, or portions of Lots, is permitted subject to the following provisions.

- 1. Only Lots, as originally platted, that are larger than ten (10) acres in area may be subdivided. A Lot that is permitted to be subdivided hereunder may only be subdivided so there are no more than three (3) Lots, including the original Lot, created as a result of the subdivision of the originally platted Lot.***
- 2. Subject to other provisions of this Section S, if a Lot is subdivided, each resulting Lot may be no less than five (5) acres in area. A Lot may only be subdivided upon such Lot being replatted in accordance with all applicable laws.***
- 3. All governmental requirements, including, but not limited to, platting and/or re-platting requirements must be complied with as to subdivision of a Lot. If Lots are subdivided, the setback requirements are moved to the resulting perimeter Lot lines of each Lot after the subdivision.***
- 4. If any Lot is subdivided, each portion of the Lot so subdivided shall be subject to an Annual and Special Assessment as if the resultant Lot was an originally platted Lot.***
- 5. Subject to the provisions of Article XII, the Annual and Special Assessment lien created herein shall be a charge and continuing lien upon each of the subdivided Lots, and it shall be the***

personal obligation of the persons or entities who are the Owners of each of the resultant Lots at the time when the assessment becomes due."

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

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

The Declaration, except as expressly amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes is executed as of the 15th day of November, 2005.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

MILL CREEK, LTD., a Texas limited partnership

By: CLEAR SPRINGS DEVELOPMENT GROUP, L.L.C. a Texas corporation, its general partner

By: [Signature]
Print Name: [Signature]
Print Title: [Signature]

STATE OF TEXAS
COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Clay Signor, the President 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.

[Signature: Karla M. Darden]
Notary Public - State of Texas

After Recording Return To:

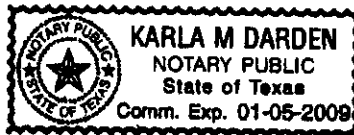
Marc D. Markel
Roberts Markel Guerry, P.C.
2500 City West Blvd., Suite 1350
Houston, Texas 77042

return to:

fees pd by:
Clear Springs

David Paskett, County Clerk
Grimes County

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



Filed for Record in:
Grimes County
On: Nov 02, 2005 at 08:13A
RECORDINGS
Document Number: 00203212
Amount: 23.00
Receipt Number - 4194
By: Tina S Schroeder