

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

STATE OF TEXAS §
 §
COUNTY OF WALLER §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION TWO ("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 (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 (the "First Amendment"); 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 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 856, Page 753 in the Map or Plat Records of Waller County, Texas (the "Subdivision") into Plantation Lakes. The Subdivision 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 (i) for Lots 1 -11 in Block 2, a minimum rear setback equal to at least twenty-five feet (25') or the rear utility

VOL 0859 PAGE 025

easement and (ii) for Lots 1-9, Block 1, a minimum rear setback equal to at least fifty feet (50') or the rear utility easement as shown on the applicable plat of the Property, whichever is greater, shall be observed; 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 (i) Lot 1, Block 2 the side set back for the southern Lot line of Lot 1, Block 2 shall be at least fifty feet (50') and (ii) Lot 9, Block 1, the side set back for the northern Lot line of Lot 9, Block 1 shall be at least thirty-five feet (35'). Detached garages and driveways shall be permitted to be placed within a setback as approved by the ARC.

Along the eastern perimeter of the Subdivision as shown on the recorded plat of the Property, there exists a fifty-foot (50') Drainage Easement (the "Drainage 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 and/or placement of the Drainage Easement 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 Easement, and/or traffic which may occur due to the existence of the Drainage Easement. 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 Easement. Each Owner shall have the obligation of maintaining the portion of the Drainage 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 Drainage Easement.

Owners of Lot 1, Block 1 and Lot 2, Block 2 are hereby advised that there exists a fifty-foot (50') drainage easement that runs through Lot 1, Block 1 and Lot 2, Block 2, as shown on the recorded plat of the Subdivision (the "50' Drainage 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 and/or placement of the 50' Drainage Easement 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 50' Drainage Easement, and/or traffic which may occur due to the existence of the 50' Drainage Easement. 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 50' Drainage Easement. Each Owner shall have the obligation of maintaining the portion of the 50' Drainage 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 50' Drainage Easement.

Owners of Lot 9, Block 1 are advised that there exists a thirty-five foot (35') drainage easement along the northern perimeter of Lot 9, Block 1, as shown on the recorded plat of the

Subdivision (the "35' Drainage 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 and/or placement of the 35' Drainage Easement 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 35' Drainage Easement, and/or traffic which may occur due to the existence of the 35' Drainage Easement. 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 35' Drainage Easement. Each Owner shall have the obligation of maintaining the portion of the 35' Drainage 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 35' Drainage Easement.

Owners of Lot 1, Block 2 are advised that there exists a 25 x 100 landscape and drainage easement on the southeastern edge of Lot 1, Block 2, as shown on the recorded plat of the Subdivision (the "Landscape and Drainage 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 and/or placement of the Landscape and Drainage Easement 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 Landscape and Drainage Easement, and/or traffic which may occur due to the existence of the Landscape and Drainage Easement. 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 Landscape and Drainage Easement. Each Owner shall have the obligation of maintaining the portion of the Landscape and Drainage 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 Landscape and Drainage Easement.

The Subdivision 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, the Original Declaration and the First Amendment, 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]

VOL 0859 PAGE 027

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes, Section Two is executed as of the 29th day of September, 2004.

DECLARANT:

MILL CREEK, LTD., a Texas limited partnership

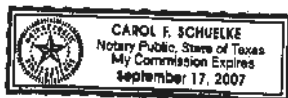
By: **CLEAR SPRINGS DEVELOPMENT GROUP, L.L.C.** a Texas corporation, its general partner

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 29th day of September 2004.



Carol F. Schuelke
 Notary Public - State of Texas

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After Recording Return To:

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

LIENHOLDER CONSENT AND SUBORDINATION

_____, a(n) _____ State _____ 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
Declaration of Covenants, Conditions and Restrictions Plantation Lakes 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 said 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 this Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder
herein being solely limited to such consent and subordination.

By: *J. Crawford, EPP*
Print Name: _____
Print Title: _____

STATE OF TEXAS §

COUNTY OF Montgomery §

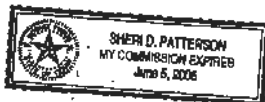
BEFORE ME, the undersigned authority, on this 29th day personally appeared
J. Crawford, EPP of West Bank of Commerce, known by me to be
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
s/he executed the same for the purposes and consideration therein expressed and in her/his
representative capacity.

GIVEN UNDER my hand and seal of office, this 29th day of
September, 2004.

Sheri Patterson
Notary Public - State of Texas

After Recording Return To:

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



Filed for Record

Sept. 29

A.D., 2004 at 1:16 o'clock P. M.

RECORDED

Oct. 4

A.D., 2004 at 10:00 o'clock A. M.

CHERYL PETERS, County Clerk, Waller County, Texas

By *Stephanie Tompkins* Deputy