

1103 PAGE 138
* 195960

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

STATE OF TEXAS

§

COUNTY OF GRIMES

§

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION THREE ("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 (the "Supplemental Amendment"); and

WHEREAS, the Original Declaration, First Amendment, and the Supplemental 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 1102, Page 813 in the Map or Plat Records of Grimes 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 a minimum rear setback equal to twenty-five feet (25') or the rear utility easement as shown on the applicable plat of the Subdivision, 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 the Subdivision, 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 Lot 1, Block 1 in the Subdivision are hereby advised that there exists a fifty-foot (50') drainage easement on the eastern Lot line of Lot 1, Block 1, 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 8, Block 1 in the Subdivision are hereby advised that there exist several thirty-foot (30') drainage easements along certain Lot lines of Lot 8, Block 1, as shown on the recorded plat of the Subdivision (the "30' 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 30' 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 30' Drainage Easements, and/or traffic which may occur due to the existence of the 30' 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 30' Drainage Easements. Each Owner shall have the obligation of maintaining the portion of the 30' 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 30' Drainage Easements.

Owners of Lots 7, 8, and 9, in Block 1 in the Subdivision are hereby advised that there exists a thirty-foot (30') right of way easement granted to Enserch Corp. (more particularly described in Volume 504, Page 783 in the Official Public Records of Waller County) that runs through Lots 7, 8, and 9, in Block 1 (the "Right of Way"). 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 Right of Way 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 Right of Way, and/or traffic which may occur due to the existence of the Right of Way. 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 Right of Way. Each Owner shall have the obligation of maintaining the portion of the Right of Way 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 Right of Way.

Owners of Lots 16 and 17, Block 1 in the Subdivision are advised that there exists a forty foot (40') drainage easement along the western Lot line of Lot 16, Block 1 and on the eastern Lot line of Lot 17, Block 1, as shown on the recorded plat of the Subdivision and Owners of Lot 20, Block 1 are advised that there exists a forty foot (40') drainage easement along the northern Lot line of Lot 20, Block 1, as shown on the recorded plat of the Subdivision (collectively, the "40' 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 40' 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 40' Drainage Easements, and/or traffic which may occur due to the existence of the 40' 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 40' Drainage Easements. Each Owner shall have the obligation of maintaining the portion of the 40' 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 40' Drainage Easements.

Owners of Lot 22, Block 1 in the Subdivision are advised that there exists a twenty-five foot (25') drainage easement along the western perimeter of Restricted Reserve B and the eastern Lot line of Lot 22, Block 1, as shown on the recorded plat of the Subdivision and Owners of Lot 42, Block 1 are advised that there exists a twenty-five foot (25') drainage easement on the northern Lot line of Lot 42, Block 1, as shown on the recorded plat of the Subdivision (collectively, the "25' 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 25' 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 25' Drainage Easements, and/or traffic which may occur due to the existence of the 25' 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 25' Drainage Easements. Each Owner shall have the obligation of maintaining the portion of the 25' 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 25' Drainage Easements.

Owners of Lots within the Subdivision are advised that there exists Restricted Reserve "A" (hereinafter the "Park Area") which reserve is restricted in its use to park use. Owners of Lots within the Subdivision 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, and maintenance of said Park Area any recreational facility, equipment, dock, or pier, 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 of the Park Area or any recreational facility, equipment, dock, or pier, 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, a dock, pier, or recreation equipment if, as, and when such dock, pier, or 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 the Subdivision 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 the Subdivision, 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 the Subdivision;
- (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 portions of the Subdivision, their successors and assigns, hereby acknowledge and agree that the existence of a Park Area within the Subdivision is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of the Subdivision 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 the Subdivision, 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 the Subdivision.

Owners of Lots within the Subdivision are advised that there exists Restricted Reserve "B", which is restricted to pond/detention area use as shown on the recorded plat of the Subdivision (the "Reserve B"). The Association shall have the obligation to maintain the Detention/Open Space Reserve. 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 B 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 B 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 B. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of Reserve B. 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 Reserve B. Owners whose lots are adjacent to or abut Reserve B shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve B. 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 B to its condition immediately prior to said infiltration.

Owners of Lots within the Subdivision are advised that there exists Restricted Reserve "C", portions of which are designated for any oil, gas and mineral development within the

Subdivision (the "Drill Site"). The Association shall have the obligation to maintain Reserve "C". 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 the Drill Site 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 Drill Site and Owner expressly grants 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 the Drill Site.

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 the Drill Site or regarding the effect of the Drill Site designation. Owners whose lot abut or are adjacent to the Drill Site shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Drill Site. 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 the Drill Site to its condition immediately prior to said infiltration. Owners acknowledge that the Declarant and/or the Association may convey the Drill Site to a person and/or entity other than the Association.

Owners of Lots within the Subdivision are advised that certain land along the northern perimeter of the Subdivision is owned by the Texas Renaissance Festivals, Inc. (the "Land"). Owners 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 the Subdivision 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, 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 safety of the Land or the activities conducted thereon. 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 the Land and for any activities conducted on the Land, 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, normal operation, and/or maintenance of the Land and/or the activities conducted on the Land.

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

Owners of Lots 8 and 9 in Block 1 are advised that portions along the eastern perimeter of Lots 8 and 9 lie in FEMA Zone A and are partially within the 100 year floodplain as per FEMA Panel No. 480640 0020 B. The approximate location of the 100 year flood zone is on the eastern perimeter of Lots 8 and 9 in Block 1, as indicated on the recorded plat. Owners of Lots 8 and 9 in Block 1 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 the Subdivision 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 8 and 9 in Block 1 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 zone.

Fencing may be installed on Lots which abut green belts, lakes, ponds, park areas and other landscaping reserves. 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 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 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 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.

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 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 Three is executed as of the 16th day of November, 2004.

DECLARANT:

MILL CREEK, LTD., a Texas limited partnership

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

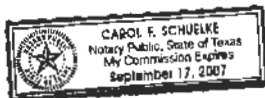
By: _____
Print Name: Clay Simon
Print Title: President

STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Clay Simon, 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 16th day of November 2004.



R:\REAL ESTATE\OFF\Financial\Clear Springs\Amend.doc) Not

Carol F. Schuelke
Notary Public - State of Texas

After Recording Return To:

Marc D. Markel
Roberts Markel Gentry, 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
Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for
Plantation Lakes, Section Three 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: J. Chap EUP.

Print Name: _____

Print Title: _____

STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared
J. Chap EUP of State Bank of Texas 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 12th day of
November, 2004.

Shu Patterson

Notary Public - State of Texas

After Recording Return To:

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



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

NOV 16 2004



Sheri D. Patterson
COUNTY CLERK, CRANE COUNTY, TEXAS

FILED FOR RECORD AT
CRANE COUNTY, TEXAS
NOV 16 PM 1 38
2004
BY
Myra Henderson
COUNTY CLERK

195960
2600