

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

STATE OF TEXAS §
 §
COUNTY OF WALLER/GRIMES §

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

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

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

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

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

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

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

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

WHEREAS, the undersigned, President of the Association, upon reviewing the ballots submitted

by Owners has confirmed the written approval of Owners representing a majority of the Lots.

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

AMENDMENT 1:

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

ARTICLE VI. USE RESTRICTIONS

B. Parking and Prohibited Vehicles

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

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

AMENDMENT 2:

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

ARTICLE VI. USE RESTRICTIONS

E. Notices and Easements

4. Monuments and Fences

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

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

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

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

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

AMENDMENT 3:

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

ARTICLE VI. USE RESTRICTIONS

M. 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 that are located directly within the ARC approved planned structure site, roof overhangs, driveway, or from up to eight (8) feet from the rear Lot line in order to place a fence in such area. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

AMENDMENT 4:

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

ARTICLE VII. ARCHITECTURAL RESTRICTIONS

A. Architectural Review Committee – “ARC”

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

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

3. January 1, 2029.

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

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

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

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

AMENDMENT 5:

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

ARTICLE VII. ARCHITECTURAL RESTRICTIONS

D. Landscaping

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

AMENDMENT 6:

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

ARTICLE VII. ARCHITECTURAL RESTRICTIONS

D. Garages

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

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

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

EXECUTED, this 26th day of September 2019.

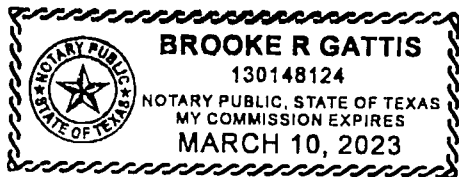
Plantation Lakes Community Association, Inc., a
Texas nonprofit corporation

By: Laura Chambers
Name: LAURA CHAMBERS
Title: President

STATE OF TEXAS §
COUNTY OF Harris §

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

Given under my hand and seal of office this 26th day of September, 2019.



B. Gattis
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PARKWAY
SUGAR LAND, TEXAS 77479

FILED AND RECORDED

Instrument Number: 1909299

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

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



A handwritten signature in cursive script that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

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

CSC, Deputy

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