

PLANTATION LAKE ESTATES, SECTION ONE

3

KNOW ALL MEN BY THESE PRESENTS:

3

hereinafter referred to as "Developer,"

WITNESSETH:

"Subdivision"); and

of Lots in said Subdivision;

"Association" (as hereinafter defined).

## ARTICLE 1

## DEFINITIONS

Estates Subdivision, if any, Developer may plat and any property adjacent to or in the

proximity of the Property which the Developer may wish to include in the jurisdiction of the Association.

Section 1.02 "Association" shall mean and refer to Plantation Lake Estates Property Owners Association, and its successors and assigns. The Owners in the Subdivision shall be entitled to and may, upon majority vote, formally incorporate the Association at such time as the Developer transfers control to the Association as provided in Article VI hereof.

Section 1.03 "Plantation Lake Estates" shall mean and refer to this Subdivision and any other sections of Plantation Lake Estates hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.07 "Developer" shall mean and refer to Texas Lipar Corp., and its successors and assigns. Provided, however, no person or entity merely purchasing one or more Lots from Texas Lipar Corp. in the ordinary course of business shall be considered a "Developer".

Section 1.08 "Lot" shall mean and refer to any plot of land identified as a Lot or tract on the plat of the Subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas," "Reserves," "Restricted Reserves" or "Unrestricted Reserves," (defined herein as any Common Areas, Reserves, Restricted Reserves, Restricted Open Space Reserves, or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.09 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 "Recorded Subdivision Map of the Property". The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included

in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Waller County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. Developer and its assigns further expressly reserves the right to enter upon any Lot for the purpose of improving, constructing or maintaining any natural drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Drill Site and Multipurpose Easements. The area designated as a Drill Site and Easements thereto on the Plat are the designated drill site and related easement locations, provided said Drill Site and Easements located on any Lots may be used by the Lot Owner, their families, guests and invitees on whose Lot the Drill Site or easement is located for recreation, outdoor activities, grazing or other activities other than construction of improvements until such time as the mineral owners desire to use said area for a drill site or easement thereto for the exploration and/or of oil, gas or other minerals. The use of the Drill Site and Easements are specifically subject to the superior right of the mineral owners to use the area as a drill site for the exploration and development of oil, gas or other minerals.

Section 2.06 Roads and Streets. Subject to the terms and conditions of this Section 2.06, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

### ARTICLE III

#### USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit ("Dwelling") 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 500 square feet and be built after or while the main dwelling is being built. Detached garages, work shops, and barns 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 provided, however, and in any event, the construction of the main dwelling must begin within one (1) year of completion of any non residential buildings. 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 and said manufactured or mobile and used homes are not permitted within the Subdivision. All dwellings must have at least 2000 square feet of living area, excluding porches, and be built with new construction materials. 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 either composition shingles, copper, tile, slate, standing seam metal or other material commonly used for roof construction. 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, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind ~~whatsoever, nor for any~~ commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office in a dwelling with no advertising signs or regular visits by customers or clients.

Section 3.02 Location of the Improvements upon the Lot. No building of any kind shall be located on any Lot nearer to any side or rear property line, or nearer to any public road or nearer to the natural creek or waterway than as may be indicated on the Plat; provided, however, as to any Lot, the Developer and, upon the Transfer Control Date, the Association may waive or alter any such setback line if the Developer, in the exercise of the Developer's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Waller County,

Texas. All dwellings placed on Property 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.

Section 3.03 Residential Foundation Requirements. All building foundations shall consist of either: (i) concrete slabs, or (ii) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building. Provided, however, the Developer or upon Transfer Control Date, the Association may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations 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 or County Engineer of Waller County, Texas, and other applicable governmental authorities.

Section 3.04 Driveways. All driveways in the Subdivision shall be constructed of concrete, asphalt, iron ore, crushed rock or gravel and shall be completed within six (6) months of completion of the main dwelling. For these purposes completion date of the main dwelling shall be the date the Owner begins to occupy said dwelling.

Section 3.05 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn 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 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.

Section 3.06 Water Supply. All residential Dwellings in this Subdivision shall be equipped with and served by a water well installed, operated and continuously maintained by the Owner of each Lot in accordance with applicable governmental requirements, and no water wells shall be made, bored or drilled without obtaining the approval of the appropriate governmental authorities.

Section 3.07 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. Prior to occupancy, all Dwellings constructed in this Subdivision must have a septic or sewage disposal system installed and maintained by the Owner to comply with the requirements of the appropriate governmental agency. Further, during the period of construction of any dwelling in the Subdivision, the Owner or Owner's contractor must provide a portable toilet for workmen.

Section 3.08 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Developer or upon Transfer Control Date, the Association and shall be not closer to front street property lines than the utility easement boundary line across the front of said Lot and no closer than the property boundary line along any side street. The erection of any wall, fence or other improvements on any utility easement adjoining any street is prohibited. Unless otherwise approved by the Developer, or upon Transfer Control Date, the Association, fences along and adjacent to any road or street must be constructed of rail type wood boards or similar appearing synthetic materials and painted white. All other fences and walls will be constructed of ornamental iron, wood or masonry, provided no wire or temporary fences shall be allowed unless the Developer, or upon Transfer Control Date, the Association, approves a variance to allow such type of fence prior to its construction. Any fence constructed by the Developer on any Lot shall be maintained by the Owner of such Lot.

Section 3.09 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and for home offices described in Section 3.01 hereof. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or use of firearms is expressly prohibited. The Developer, or upon Transfer Control Date, the Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.10 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.11 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.12 Permitted Agricultural and Livestock Uses. In addition to use for single family residential purposes as provided in Section 3.01 of this Article, each Lot may be used for the following purposes:

(a) Agricultural Use. Subject to the limitations contained in this subsection (a), each Lot may be used, in addition to other permitted uses, for the purpose of producing from such Lot agricultural products such as vegetables, grains, hay, fruits, fibers, wood, trees, plants, shrubs, flowers and seeds in accordance with generally accepted agricultural practices, provided that such agricultural uses and activities do not constitute a nuisance (as defined and used in Section 3.09 hereof). Such agricultural products may be sold or marketed to the public, provided, however, that, except as hereinafter expressly approved, no such sales or marketing shall be conducted on any Lot or any other portion of the Properties. The preceding sentence shall be deemed to prohibit specifically, but without limitation, the placing of a sign or signs on any portion of an Owner's Lot or on any portion of the Subdivision advertising or related to the marketing, sales, price or availability of such agricultural products; the construction or maintenance of any structure on a Lot or any portion of the Subdivision the primary purpose of which is for the public display of any such agricultural products; and the conducting on a Lot or any portion of the Subdivision of any form of public sale or auction of such agricultural products. However, nothing contained herein shall prohibit a third person or persons from entering upon a Lot for the purposes of viewing or inspection agricultural products or unharvested or growing crops, purchasing same by private purchase and/or carrying or transporting agricultural products off such Lot. In connection with agricultural uses permitted in this subsection, an Owner may, when reasonable and necessary for the particular agricultural use, and when conducted in accordance with generally accepted

agricultural practices, use tractors and other farm equipment, farm laborers and chemical fertilizers, pesticides and herbicides; provided, however, that an Owner must comply with all applicable rules, laws and regulations as to the type and manner of application of any chemical fertilizer, pesticide or herbicide. Notwithstanding the foregoing, the Developer, or upon Transfer Control Date, the Association, shall have the right to prohibit such uses and activities on a Lot (including, without limitation, type and manner of application of chemical fertilizers, pesticides and herbicides) which it deems unreasonable or unnecessary for a particular permitted agricultural use or not conducted in accordance with generally accepted agricultural practices.

(b) Livestock and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse or cow per acre may be kept on said Lots provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Provided, however, animals being raised for 4-H school sponsored programs will be permitted on Lots in the Subdivision. No pigs, hogs, emus, peacocks, ostriches or reptiles will be permitted under any circumstances or programs.

Subject to the limitations contained in this subsection (b), each Lot in the Subdivision may be used, in addition to other permitted uses, for the purpose of raising, training and breeding the hereinafter named domestic livestock and animals. Unless otherwise approved in writing by the Developer (or, upon Transfer Control Date, the Association), only the following livestock and animals, and in the following numbers, may be kept, raised, trained or bred upon any Lot in the Subdivision [ for purposes of determining the number of animals permitted to be kept on a Lot in pursuant to this subsection (b), a Lot in the Subdivision shall be deemed to consist of the number of full acres shown for such Lot on the Plat (or if prior to recordation of the Plat, then as shown in any deed covering said Lot), rounded, if necessary, to the next lowest full acre]:

<u>Group A:</u>	horses, cattle, sheep, goats	no more than one (1) Group A animal per each acre.
<u>Group B:</u>	rabbits, ducks, chickens pigeons, and other varieties of birds and small animals (other than emus, peacocks, and ostriches which are prohibited)	no more than six (6) of any Group B animal per acre and no more than aggregate of thirty (30) Group B animals on any single Lot.

provided, however, that an Owner may keep, raise and/or breed such other domestic livestock and animals (not expressly prohibited herein) which may from time to time be approved in advance by the Developer, (or upon Transfer Control Date, the Association) in writing, in such numbers and subject to such other restrictions as the Developer may designate at the time of such approval. The offspring of Group A animals permitted hereby to be kept on a Lot may be kept by an Owner on his Lot for up to one (1) year (or such shorter or longer period of time as the Developer may determine for a specific type of animal in its sole discretion) before such offspring will become subject to the limitations contained in this subsection (b). The offspring of Group B animals permitted hereby to be kept on a Lot may be kept by an Owner on his Lot for up to six (6) months (or such shorter or longer period of time as the Developer may determine for a specific type of animal in its sole discretion) before such offspring will become subject to the limitations contained in this subsection (b).

In no event shall any Owner of any Lot in the Subdivision keep, raise or breed, or allow to be kept, raised or bred on his Lot, any pigs, swine, emus, ostriches, peacocks, snakes or other reptiles, or any other animal which, in the judgement of the Developer, would be deemed non-domestic or wild (*ferae naturae*).

Permitted livestock and other animals and their offspring may be sold or marketed to the public by public or private auction, on-site sale or such other manner of sale as an Owner may select, and such sales and marketing may be advertised by an Owner on his Lot(s) as such Owner may desire; provided, however, that the prior written consent of the Developer must be obtained as to the following: the type of sale or marketing and activities to be carried on in connection therewith; the time or times such sale or marketing is to be held or conducted; the type and location of any temporary sales facilities and structures; the location, size and appearance of all sign age to be used to advertise such sale or marketing (which shall be of a temporary nature only and in no way permanent); and the plan for parking of the vehicles of those persons to be in attendance at such sale or marketing. However, the prior written consent of the Developer shall not be required to permit a third person or persons to enter upon a Lot for the purposes of viewing or inspection any such livestock or other animals or their offspring, purchasing same by private purchase and/or carrying or transporting same off such Lot.

In the exercise of the rights granted in this subsection, an Owner shall comply with general accepted livestock raising and breeding practices. Specifically, but without limitation, no animal may be brought on to a Lot or any portion of the Subdivision without providing to the Developer evidence to the satisfaction of the Developer that such animal is free from communicable diseases. In this regard, the Developer shall be furnished, without limitation, prior to bringing any Group A animal onto a Lot in or any portion of the Subdivision, a current health certificate showing the animal to be free of Coggins disease (in the case of horses) or Brucellosis (commonly known as Bangs) (in the case of cattle). Notwithstanding anything contained herein to the contrary, the Developer shall have the right to prohibit any use or activity on a Lot which it deems unreasonable for the keeping, raising or breeding of livestock and other animals otherwise permitted under this subsection (b), or any such use or activity which in its opinion constitutes a nuisance (as such term is defined and used in Section 3.09 hereof).

Section 3.13      Mineral Development. Except within the areas designated as Drill Site locations on the Plat, and easements related thereto, no commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Site designated on the Plat of the Subdivision.

Section 3.14      Drainage. Any natural or established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons and Developer or its assign may enter upon any Lot to maintain such natural drainage areas. Driveway culverts must be installed prior to beginning construction of any building or dwelling on the Lot and must be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. The size and type of driveway culverts must also be approved by the Waller County Engineer's office. The breaking of curbs, if any, for drive installations will be accomplished in a good and



workmanlike manner and such break will be re-cemented without hindrance to drainage and such work is subject to the inspection and approval of the Developer, or upon Transfer Control Date, the Association.

Section 3.15 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass in cleared open yard areas on said Lot cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during Lot clearing shall be permitted, and an Owner may allow his Lot to remain in its natural state until the construction of a dwelling has been commenced upon said Lot. all yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property.

Section 3.16 Antennas and Satellite Dishes. No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals, cellular telephone signals or ham radio signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Developer, or upon Transfer Control Date, the Association. The Developer or the Association, as the case may be, decision shall be final.

Unless approved by the Developer or the Association, as the case may be, no satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A ground satellite dish may not exceed four (4') feet in diameter and must be mounted as close to the ground as practical. However, in no event may the top of the satellite dish or antenna be higher than six (6') feet from the grade level of the ground or more than two (2') feet above the roofline for roof mounted satellite dishes. All house or roof mounted satellite dishes shall not exceed twenty-four (24") inches in diameter. All dishes shall be of one solid color of black or earth tones of brown, grey, or tan. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. Not more than one satellite dish will be permitted on each Lot. No transmitting device of any type which would cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Developer or Association reserve the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these restrictions.

Section 3.17 Solar Panels. All Solar Panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval from the Developer or the Association is required prior to the installation of any solar panels.

Section 3.18 Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

Section 3.19 Hazardous Substances. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Subdivision, and all activities on the Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

#### ARTICLE IV

##### VARIANCE

Section 4.01 Variance. The Developer or upon the Transfer Control Date, the Association, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Association, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Association reserve the right to grant variances as to building set-back lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Board of Directors of the Association. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

#### ARTICLE V

##### PLANTATION LAKE ESTATES PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. The Owners may, upon the Transfer Control Date, elect to formally incorporate the Association. Every person or entity who is a record owner of any Lot which is subject to the Restrictions (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each

Lot. Additionally, the Directors of the Association shall also be Members of the Association (as may be more particularly described in the By-laws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members shall be as set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Should the Owners vote to formally incorporate the Association it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

## ARTICLE VI

### DEVELOPER'S RIGHTS AND RESERVATIONS

Section 6.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association from the date hereof, until the earlier to occur of (i) the Control Transfer date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VI hereof. The "Transfer Control Date" shall be at such time as the Developer conveys all of the Lots in the Subdivision, at which time the Developer shall cause an instrument transferring control under these Restrictions to the Association (the date of said instrument shall be the Transfer Control Date). The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 6.02 Developer's Rights to Use Property in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of the Property and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Property such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the Property for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association.

## ARTICLE VII

### GENERAL PROVISIONS

Section 7.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

**Section 7.02**      **Amendments.** This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Waller County, Texas, accompanied by a certificate, signed by a majority of the Board of Trustees, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

**Section 7.03**      **Amendments by the Developer.** The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential Subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision.

**Section 7.04**      **Severability.** Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 7.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 7.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 7.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 7.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 7.09 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Waller County, Texas, which expressly provides for the Developer's (ii) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (i) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Control Transfer Date or (ii) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights as of the Transfer Control Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

7.10 Electric Utility Service. Prior to beginning any construction on a Lot, each Lot owner, at his expense, shall be required to install underground electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each Lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact San Bernard Electric Co-op to determine such charge and make arrangements for the installation of said underground service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's Lot.

\* SEE PAR. 6 on Prop. INFO. Sheet -

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

TEXAS LIPAR CORP.

By: \_\_\_\_\_  
THOMAS E. LIPAR, Vice President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1998, by THOMAS E. LIPAR, Vice President of TEXAS LIPAR CORP., a Texas corporation, on behalf of said corporation.

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Notary Public, State of Texas