

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PLANTATION SETTLEMENT AT FIRST COLONY**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION SETTLEMENT AT FIRST COLONY, (“First Amendment”) is made on the date hereinafter set forth by Beazer Homes Texas, L.P., a Delaware limited partnership, hereinafter referred to as Declarant, with the joinder and consent of the Plantation Settlement At First Colony Community Association, Inc. (“PSFC”) and the First Colony Community Services Association, Inc., operating under the trade name First Colony Community Association (“FCCA”);

W I T N E S S E T H:

WHEREAS, the Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION SETTLEMENT AT FIRST COLONY which is recorded under Clerk’s File No. 2003145688 in the Official Public Records of Fort Bend County, Texas (the “Declaration”); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to Article XII of the Declaration, the Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the PSFC or its legal representatives, successors or assigns, subject to the veto power of the FCCA. After the termination of Class B membership, the Declaration can be amended by approval by the Owners of a majority of the Lots with the approval and joinder of the FCCA; and

WHEREAS, Class B membership has terminated.

NOW THEREFORE, pursuant to Article XII of the Declaration, the Owners, with the joinder of the FCCA, hereby amend the Declaration as follows:

Article XI, Section C 2, which currently reads as follows:

***The initial Annual Assessment shall not exceed \$647.00 per Lot, which amount may not exceed the annual assessment levied on a residential lot in First Colony in the City of Missouri City for the same year.***

shall be deleted in its entirety and replaced with the following:

***The initial Annual Assessment shall not exceed \$647.00 per Lot.***

Article XI, Section C 5, which currently reads as follows:

***The Annual Assessment shall be levied at the sole discretion of the PSFC Board, subject to the limitation set out in this Article. The PSFC Board shall***

*determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in Plantation Settlement At First Colony and may, at its sole discretion and without a vote by the Members, increase or decrease the Annual Assessment in an amount not to exceed the then current annual assessment charged to an Owner of a Lot subject to the jurisdiction of the FCCA lot owner for a lot located with the city of Missouri City.*

shall be deleted in its entirety and replace with the following:

*The Annual Assessment shall be levied at the sole discretion of the PSFC Board, subject to the limitations set out in this Article. The PSFC Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to meet the expenses for providing services, capital improvements, and a reasonable amount for reserves, in Plantation Settlement At First Colony and may, at its sole discretion determine that an increase of the Annual Assessment is necessary to meet the expenses listed hereinabove. If the increase determined by the PSFC Board is an amount up to and including ten percent (10%) or less, such increase must be approved by a plurality vote of the Owners present in person or by proxy at a meeting called for that purpose at which a quorum is present in person or by proxy.*

*The Annual Assessment may only be increased by more than ten percent (10%) annually if such increase is approved by Members in Good Standing who represent a majority of the votes in the Association. Approval by a majority of the votes (cast in person or by proxy) of Members in Good Standing of the Association is required to increase annual assessments by more than ten percent (10%) at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the votes subject to such Assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.*

*Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of Assessments at closing of the transfer of title to a Lot, and impose special requirements for Owners with a history of delinquent payment.*

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

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

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

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Settlement At First Colony is effective as of the date it is recorded in the Real Property Records of Fort Bend County, Texas.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**PLANTATION SETTLEMENT AT FIRST COLONY ASSOCIATION INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: President

STATE OF TEXAS            §  
  §  
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the President of Plantation Settlement at First Colony Association, Inc., 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 \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public – State of Texas

**JOINDER & CONSENT**

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**FIRST COLONY COMMUNITY SERVICES ASSOCIATION, INC.**, a Texas non-profit corporation, doing business under trade name **FIRST COLONY COMMUNITY ASSOCIATION**

\_\_\_\_\_  
SHERRIE KNOEPFEL, Executive Director

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Sherrie Knoepfel, the Executive Director of First Colony Community Association, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public – State of Texas

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After Recording Return To:

Marc D. Markel  
Roberts Markel P.C.  
2800 Post Oak Blvd. 57<sup>th</sup> Floor  
Houston, Texas 77056