

ADDITIONAL DEDICATORY INSTRUMENT
FOR
EMERALD LAKES PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared **MARGARET R. MADDOX**, who, being by me first duly sworn, states on oath the following:

My name is **MARGARET R. MADDOX**. I am over twenty-one (21) years of age, of sound mind, capable of making this Affidavit, authorized to make this Affidavit, and personally acquainted with the facts herein stated:

I am the Attorney/Agent for **EMERALD LAKES PROPERTY OWNERS ASSOCIATION**. Pursuant to Section 202.006 of the Texas Property Code, the following is the original Association's document:

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EMERALD LAKES PROPERTY OWNERS ASSOCIATION, A TEXAS NONPROFIT CORPORATION.

DATED this 5th of March, 2019.

EMERALD LAKES PROPERTY OWNERS ASSOCIATION

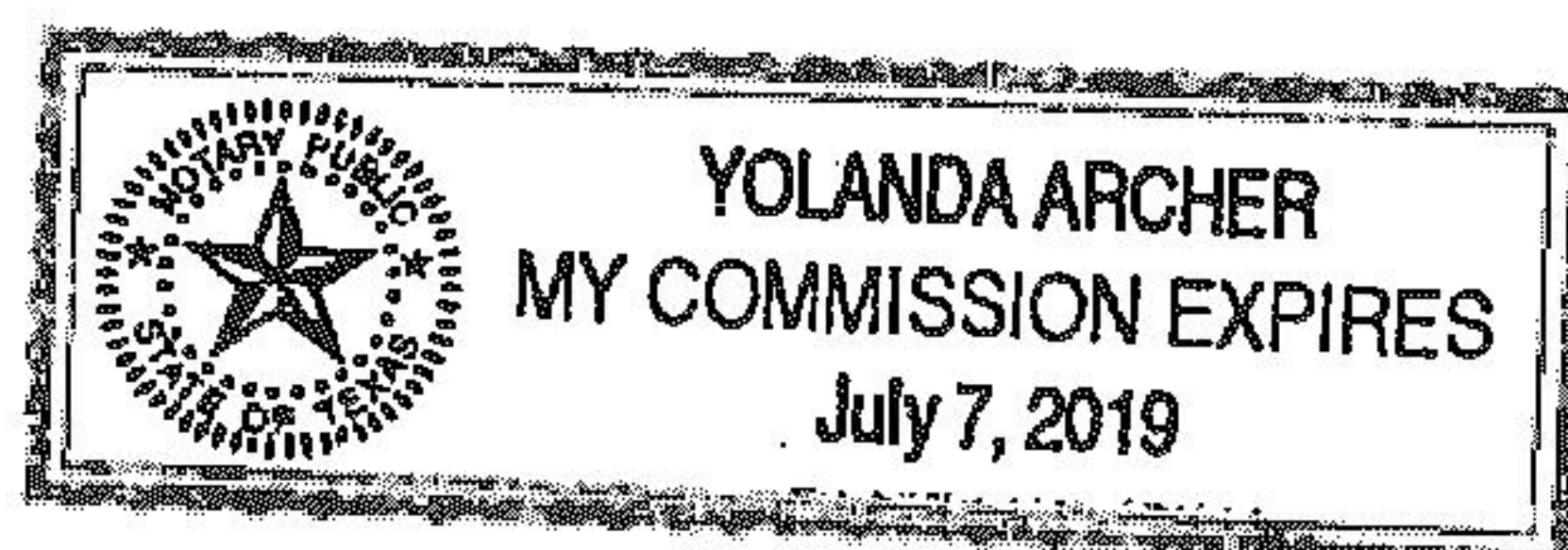
By: Margaret R. Maddox
MARGARET R. MADDOX
ATTORNEY/AGENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 19th day of June, 2017, by **MARGARET R. MADDOX**, Attorney/Agent for **EMERALD LAKES PROPERTY OWNERS ASSOCIATION**, a Texas Non-Profit Corporation, on behalf of said corporation.

~~NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS~~

Return to:
DAUGHTRY & FARINE, P.C.
17044 El Camino Real
Houston, TX 77058



**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MONTGOMERY §**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Emerald Lakes Section One was executed on March 28, 2007, and recorded in the Official Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2007-036741 (referred to as "**Declaration Section 1**");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Emerald Lakes Section Two was executed on November 8, 2007, and recorded in the Official Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2007-129162 (referred to as "**Declaration Section 2**");

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Emerald Lakes Section Two was executed on August 17, 2010, and recorded in the Official Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2010-072404;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Emerald Lakes Section Three was executed on February 6, 2009, and recorded in the Official Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2009-009331 (referred to as "**Declaration Section 3**")(Declaration Section 1, Declaration Section 2 and Declaration Section 3 are collectively referred to as the "**Declarations**");

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that, "...a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls.";

WHEREAS, the Declarations provide in Article XII that, "After the termination of Class B Membership, approval by the Owners holding a majority of the total votes in the Association shall be required to amend, modify or terminate this Declaration.";

WHEREAS, owners representing at least fifty percent plus one (50% + 1) of the total votes in the association, and the Board of Directors, desire to amend the following provisions of the Declaration as is outlined herein;

WHEREAS, The Members of the Emerald Lakes Property Owners Association desire to amend and modify the governing documents to eliminate the requirement for a Pond Owners Management Association (POMA) and to give the powers to regulate Pond use, management, collections and maintenance to the Emerald Lakes Property Owners Association (POA).

NOW THEREFORE, in consideration of the premises, the Declarations are hereby amended and modified as follows:

1. Declaration Section 2, and Declaration Section 3 - Article I, Section T is hereby amended as follows:

T. "Ponds" include all areas associated with the Section Two Restricted Reserves A & B, Turquoise Pond Easement, and Section Three Restricted Reserves B & C including but not limited to the creeks, banks, basin, dam, spillway, improvements, and the waters, animals, & plants within and more specifically refers to the ponds situated on Restricted Reserve "A" depicted on the Subdivision Plat ("Opal Pond"), on Restricted Reserve "B" depicted on the Subdivision Plat ("Silver Pond") and Restricted Reserve "C" of Emerald Lakes, Section Three ("Golden Pond") lying north of and adjacent to Lots 20, 21, 22 and 23, Block 5 of Emerald Lakes, Section Two and "Turquoise Pond Easement" (Turquoise Pond), A variable width inundation and drainage easement located on portions of Lots 6, 7, 8, 9, 11, 13, 14, and 15 in Block 6; and the ponds situated in Section Three on Restricted Reserve "B" depicted on the Subdivision Plat (the "Fountains").

2. Declaration Section 2, and Declaration Section 3 - Article I, Section U is hereby amended as follows:

U. "Pond Lots" means all of those Lots that abut or are contiguous to Restricted Reserve "A" ("Opal Pond"), Restricted Reserve "B" ("Silver Pond" and "The Fountains") or Restricted Reserve "C" ("Golden Pond") of Emerald Lakes, Section Three or "Turquoise Pond Easement" (Turquoise Pond). Specifically, the Pond Lots are Lots 25, 26, 27, 28, 29, 30, and 31 in Block 1 and Lots 18, 19, 21, and 22 in Block 3 of Emerald Lakes, Section 3 and Lots 1, 2 and 3 in Block 4, Lots 32, 33, 34, 37 and 38 in Block 5, and Lots 1, 2, 3, 4, 5, 6, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, in Block 5 and Lots 6, 7, 8, 9, 11, 13, 14 in Block 6.

3. Declaration Section 2, and Declaration Section 3 – Article I, Section V is hereby amended as follows:

V. "Pond Lot Assessment" or "Pond Lot Assessments" means such assessments as may be levied by the Association pursuant to the provisions of this Declaration. The Pond Lot Assessments are in addition to the Assessments.

4. Declaration Section 2, and Declaration Section 3 - Article I, Sections W is hereby deleted in its entirety and amended as follows:

W. "Pond Lot Special Assessment" means such assessments as may be levied against the Pond Lots by the Association in order to offset the costs of the maintenance and upkeep of the Ponds as is more fully set forth in Article XI.

5. Declaration Section 2, and Declaration Section 3 – Article 1, Section X is hereby deleted in its entirety.

6. Declaration Section 2, and Declaration Section 3 – Article I, Section Y is hereby re-numbered and amended as follows:

- X. "Pond Rules" means rules and regulations promulgated from time to time by the Association pertaining to the management, maintenance or use of the Ponds.
- 7. Declaration Section 2, and Declaration Section 3 – Article I, Section Z is hereby re-numbered as Article I, Section Y.
- 8. Declarations – Article IV, Section D is hereby deleted in its entirety.
- 9. Declaration Section 2, and Declaration Section 3 – Article VI, Section F, Paragraph 6 is amended to read as follows:

6. **Ponds**

The Ponds situated on Restricted Reserves "A" and "B" (i.e., Opal Pond and Silver Pond, respectively) as depicted on the Subdivision Plat and the Pond situated north of and adjacent to Lots 20, 21, 22 and 23, Block 2 of Emerald Lakes, Section Two (i.e., Golden Pond and Turquoise Pond) and the Ponds situated on Restricted Reserves "B" and "C" (the Fountains and Golden Pond, respectively) as depicted on the Subdivision Plat for Section Three are dedicated for the exclusive use and enjoyment of the Owners of the Pond Lots which abut each such Pond and such Owner's' guests and invitees. Said Reserves and Ponds shall be managed and maintained by the Association as provided in this Declaration.

Declarant reserves for the Association and its successors, assigns and designees the non-exclusive right and easement to enter upon the Ponds to construct, maintain and repair any wall, dam, or other structure retaining water therein, and to remove trash and other debris and fulfill its responsibilities as provided in this Declaration. The Association, and its designees shall have an access easement over and across any of the Pond Lots abutting any portion of the Ponds therein to the extent reasonably necessary to exercise its rights under this Paragraph 6.

All Owners of Pond Lots will allow the Association reasonable access to the Ponds over and across the Pond Lots for maintenance purposes, including: to dredge, deepen, clean, and generally maintain the Ponds and the shorelines. All Pond Lot Owners will keep all shorelines free of trash and prevent animals from entering and/or polluting the Ponds or damaging the banks. If a fence is required to prevent animals from entering the Ponds or damaging the banks, then the Owner of the Pond Lot will be responsible for installing a fence approved by the ARC, not closer than fifty feet (50') to the water's edge unless a shorter distance is approved by the ARC. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

On all Pond Lots, there is reserved a flowage and flood easement on all portions of said Lots lying within twenty-five feet (25') of such Ponds.

- 10. Declaration Section 2, and Declaration Section 3 - Article XI, Section A is hereby amended to read as follows:
 - A. **Creation of the Lien and Personal Obligation of Assessments**

The Owners of any Lot or Homesite, by virtue of ownership of property within Emerald Lakes, covenant and agree to pay to the Association:

1. Annual Assessments; and
2. Special Assessments

The Owners of Pond Lots, by virtue of their ownership of a Pond Lot, also covenant and agree to pay the Association:

1. Pond Lot Assessments; and
2. Special Pond Lot Assessments

The Annual Assessments, Special Assessments, Pond Lot Assessments and Special Pond Lot Assessments together with attorney's fees, interest and costs shall be a charge and continuing lien upon the Homesite and Lot(s) against which each such assessment is made. Each such assessment, together with attorney's fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

11. Declaration Section 2, and Declaration Section 3 - Article XI, Section B of is hereby amended to read as follows:

B. Purpose of Assessments

Annual Assessments, and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of Emerald Lakes as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include enforcement of the provisions of this Declaration, maintenance, repair or improvement of any Common Area, Street right-of-way, Recreational Sites, fountains, docks, parks, boulevards, esplanades, easements, entryways, patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, other services as may be in the Subdivision's and Owners' interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area. Notwithstanding anything contained herein, Special Assessments shall not be used to fund any costs of development, including but not limited to construction of platted roads, initial construction of the entrance gates, initial installation of utilities, initial refurbishment of the Emerald Lakes Barn, or construction of the Athletic Facility pool and tennis courts. Any expenditures in excess of Pond Lot budgets used for determining Pond Lot Assessments will be recovered in the next year's Pond Lot Assessment.

Pond Lot Assessments and Special Pond Lot Assessments levied by the Association shall be used for any legal purpose for the benefit of the Emerald Lake Ponds as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include the maintenance, repair or improvement of the Ponds.

12. Declaration Section 2, and Declaration Section 3 – Article XI, Section C Paragraph 6 is hereby added and read as follows:

6. Levying and Collection of the Pond Lot Assessment

Each Pond Lot in the Subdivision shall be subject to an annual Pond Lot Assessment. Payment of the Pond Lot Assessment shall be the obligation of the Pond Owner and shall constitute a lien on the Lot(s), together with the Annual Assessment, Special Assessment, and Pond Lot Special Assessment as is further outlined in the Declaration.

Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred for the maintenance and operation of the Ponds during such year, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income of any surplus from any prior years' fund. Pond Lot Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of the Pond Lot Assessment set by the Board shall be final and binding so long as it is made in good faith. The level of Pond Lot Assessments shall be equal and uniform among all Pond Lots. The Board may, at its sole discretion, and without a vote by the Members, increase the annual Pond Lot Assessment in an amount up to twenty percent (20%) over the previous year's annual Pond Lot Assessment. The Pond Lot Assessment may only be increased by more than twenty percent (20%) over the preceding year's assessment if such increase is approved by a majority of the Members present at a meeting duly called for such purpose at which a quorum is present in person or by proxy. The Pond Lot 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 the Members as outlined herein.

All such Pond Lot Assessments shall be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate. Each unpaid Pond Lot Assessment, together with such interest thereon and costs of collection thereof including attorney fees, shall be the personal obligation of the owner of the Pond Lot at the time the Pond Lot Assessment falls due, and shall become a lien against each such Pond Lot and all Improvements thereon.

The assessments provided for herein shall be the personal and individual debt of the Owner of the Pond Lot covered by the assessment. No Pond Lot Owner may exempt himself from liability for such assessment. In the event of default in the payment of any such Pond Lot Assessment, the Owner of the Pond Lot shall be obligated to pay interest at the highest rate allowable by applicable usury laws then in effect on the amount of the Pond Lot Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney fees.

The Association shall establish a separate maintenance fund into which shall be deposited all monies collected as Pond Lot Assessments and Pond Lot Special Assessments and from which disbursements shall be made in performing the functions of the Association under this Declaration for the maintenance of the Ponds. The Maintenance Fund must be used solely for the purposes authorized by this Declaration, as it may from time to time be amended.

13. Declaration Section 2, and Declaration Section 3 – Article XI, Section D Paragraph 1 is hereby added and reads as follows:

1. Pond Lot Special Assessments for Capital Improvements

In addition to the Pond Lot Assessment as authorized above, the Association may levy a Pond Lot Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement for the Ponds, provided that any such special assessment shall first have the approval of the Pond Lot Committee and then a majority of the Members present at a meeting duly called for this purpose at which a quorum is present in person or by proxy. The Pond Lot Special Assessment shall be due and payable as set forth in the resolution authorizing such assessment and shall be secured by the lien as outlined in the Declarations and shall be levied only against those Owners subject to the Pond Lot Assessment as set forth above.

14. Declaration Section 2, and Declaration Section 3 – Article XII is hereby deleted in its entirety and replaced to read as follows:

ARTICLE XII.
POND OWNERS COMMITTEE

A. Creation of Pond Owners Committee

There is hereby created a Pond Owners Committee which shall be a standing committee tasked with advising the Association's Board of Directors on matters concerning the maintenance and operation of the Ponds, in addition to any other such matters referred to the Committee by the Board.

The Committee shall consist of three (3) Members, consisting of at least two Pond Lot Owners, and one Member from the Board of Directors. Members of the Committee shall be appointed by the Board. The Board may promulgate and adopt rules and regulations regarding the administration of the committee as it pertains to the operation and functions of the Committee.

B. Functions of the Committee

The primary function of the Pond Lot Owners Committee shall be to notify the Board of necessary improvements, maintenance and other issues affecting the operation and appearance of the Ponds and surrounding Pond Lots. In addition, the Committee may recommend changing or altering the Pond Rules in order to address matters that come before the Committee. In addition, the Board may assign the Committee any additional powers and authority as the Board, in their sole discretion, determine to be in the best interest of the Association.

15. In accordance with the amendments approved herein, the Association's Declarations shall be Amended and Restated and any re-numbering as may be necessary after the removal of certain provisions is hereby approved.

Nothing herein is intended to alter, modify or amend the Declaration of Covenants, Conditions and Restrictions except as specifically provided hereinabove.

E-FILED FOR RECORD

03/06/2019 08:49AM

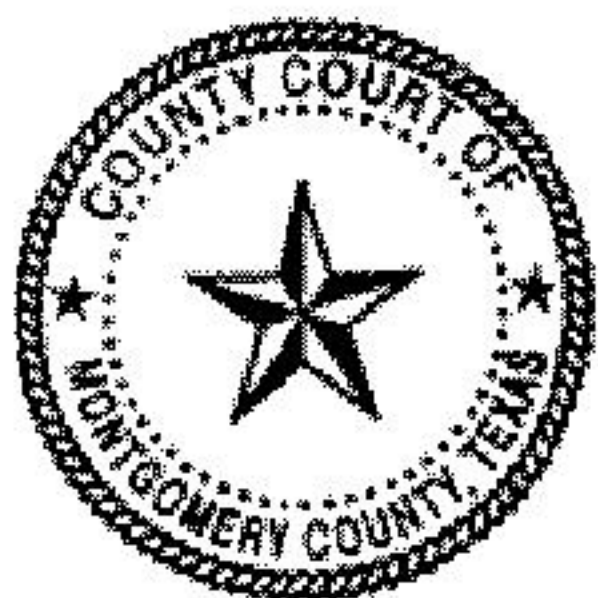


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

03/06/2019



County Clerk
Montgomery County, Texas