

**Community Improvement Association of Shadow Bay Inc.  
11475 West Lees Shore Dr.  
Willis, Texas 77318  
936-856-4793**

**TO ALL PROPERTY OWNERS WHO RENT PROPERTY IN SHADOW BAY**

- The tenant must be aware of the Deed Restrictions as well as the Rules and Regulation of Shadow Bay and are expected to abide by these.
- If Owner wants the tenant to have access to the boat ramp facilities, all requirements for access through the gate must be met.
  - Owner must be current in all monies owed to Shadow Bay
  - Owner must give written approval to the Shadow Bay office allowing tenant a key.
  - A \$75.00 deposit must be paid to receive 1 gate key and 1 guest pass
  - Tenant must display hang tag in the front windshield of vehicle parked inside gate. No outside of gate parking.
  - \$50.00 will be refunded upon return of gate key and guest pass.
  - If Owner becomes ninety (90) days delinquent with nay money owed to Shadow Bay Association, Owner's and/or tenant's key will be deactivated.
- No inoperable vehicle camper, travel trailer or temporary structure is allowed to be stored on the property unless it is behind a fence and completely screened from public view. Vehicles are to have current tags, inspection stickers and be capable of operating on Texas highways.
- If tenant is responsible for keeping the yard mowed and property neat, Owner must make tenant aware that they are expected to maintain trash service. If trash is not collected by trash service for two (2) consecutive trash pick-up days, Shadow Bay will be have it picked up and the Owner will be billed. Exterior of residence, porch and yard are to be kept in a neat and orderly manner. Failure to do so will result in Owner being billed for necessary maintenance as deemed necessary by the Association, as well as fines.
- No construction, tree cutting or changing of the exterior colors of the home are allowed without the required permit being submitted by Owner (not tenant) and approved by the Architectural Control Committee.
- Owner should share this letter with tenant along with their lease.

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## How much are the monthly Homeowners Association fees?

The current monthly HOA fee is \$21.75 per month.

We work with a balanced budget and these are a few examples of where the maintenance fees are spent - maintain the boat ramp area, keep ravines and streets clear of debris, maintain playground, and mow common areas.

## Who are the utility providers for Shadow Bay and what is the average cost?

- Electricity
  - Entergy 800-368-3749 depends on usage
- Water
  - Aqua America 877-987-2782 \$100.00 per month
- Trash
  - OFS Solid Waste 281-457-2705 \$64.35 per quarter
  - Santek 936-398-5647 \$140.51 per quarter plus delivery fee for container
- Internet/Cable
  - SuddenLink 844-790-7475 depends on services requested
  - Directv 888-704-9928
  - Dish 877-232-5023

## How to get access to the boat ramp?

To obtain a key card for the gate, an owner sticker and/or a guest pass, please visit the Shadow Bay office; Monday-Friday 9:00am - 1:00pm.

*Community Improvement Association of Shadow Bay, Inc.  
14475 West Leeshore Drive, Willis, Texas 77318  
936-856-4793*

## **NEWCOMER PACKET ACKNOWLEDGEMENT**

I acknowledge the receipt of a Shadow Bay Newcomer Packet. The contents are as follows:

1. Cover sheet
2. Handy Phone Numbers
3. Copy of Deed Restrictions for Shadow Bay
4. By-Laws
5. Rules, Regulations and Policy for Shadow Bay
  - a. Modifications to Rules & Regulations
6. Deed Restrictions Article IV
7. Blank permit for ALL outside improvements
8. Summary of requirements for all new mobile and/or manufactured housing coming into Shadow Bay.
9. Acceptance of requirements
10. Notice to property owners who rent out property in Shadow Bay
11. Permits Prior to Move In and After Move In
12. Homestead exemption form
13. Security forms (3 copies)
14. Tips to homeowners – Crime stoppers and Kid chat

**I will familiarize myself with the Deed Restrictions, By-laws and Rules, Regulations and Policies of Shadow Bay and abide by their contents.**

_____			_____	
Name (please print)			Written signature	
_____			_____	
Address			Telephone number with area code	
_____	_____	_____	_____	_____
Block	Lot#	Lot#	Lot#	Today's date

## Helpful Numbers

Del Wills	Office Manager	936-856-4793
Willis ISD		936-856-1200
Animal Control		936-442-7738
Poison Control Center		800-222-1222
Sheriff - Non-Emergency		936-760-5800
Fire Dept. - Non-Emergency		936-856-5111
Constable - Non-Emergency		936-539-7821
Mike Meador - Commisioner Pct. 1		936-539-7815
San Jacinto River Authority		936-588-1111
Sgt. Chris Rogers - Sheriff Dept. Handles Subdivision Information		936-672-5497

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Willis, Texas 77318  
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**IMPORTANT PHONE NUMBERS**

<b>Office - Del</b>		<b>856-4793</b>
<b>Aqua Texas</b>	<b>(Service &amp; Emergencies)</b>	<b>888-370-6527 877-987-2782</b>
<b>Entergy</b>	<b>(Service &amp; Emergencies)</b>	<b>800-368-3749</b>
<b>Enviro-Waste</b>	<b>(Garbage Service)</b>	<b>936-264-3001</b>
<b>Suddenlink</b>	<b>(Cable TV)</b>	<b>936-756-6604</b>
<b>Verizon</b>	<b>(Phone)</b>	<b>800-483-4400</b>
<b>Willis ISD</b>		<b>936-856-1200</b>
<b>Animal Control</b>		<b>936-442-7738</b>
<b>Poison Center</b>		<b>800-222-1222</b>
<b>San Jacinto River Authority</b>		<b>936-588-1111</b>
<b>Mike Meador</b>		<b>936-539-7815</b>
<b>Sheriff's Dept.</b>		<b>936-760-5800</b>
<b>Fire Dept.</b>		<b>936-856-5111</b>
<b>Constable's Dept.</b>		<b>936-539-7821</b>

CORRECTED AMENDMENT OF RESTRICTIONS

DEEDS 19-

7946156

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT LCB Equities, Ltd., Arco Developments, Ltd., and Triona Investments, Ltd., all British Columbia Canada Corporations, acting herein by and through its duly authorized officers, herein referred to as "Developer", are owners of that certain subdivision known as Shadow Bay, Section One, according to the plat filed in Volume 11, Page 50 of the plat records of Montgomery County, Texas and,

WHEREAS, the said property is subject to those restrictions of record located in Volume 834, Page 166 of the deed records of Montgomery County, Texas wherein it is provided that those Restrictions may be amended under certain conditions and,

WHEREAS, by virtue of a Warranty Deed recorded in Volume 1106, Page 448 of the deed records of Montgomery County, Texas the Developer meets the conditions required to amend the above described Restrictions as owner of Ninety Percent (90%) of the lots in Shadow Bay, Section One.

NOW THEREFORE, the Developer, on the date hereinafter set forth, has amended the above described Restrictions in their entirety, and does hereby terminate and declare the above described Restrictions null and void and of no further force or effect and does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants which shall be and are hereby made applicable to Shadow Bay, Section One, hereinafter referred to as the "subdivision":

I.

GENERAL PROVISIONS

ORIGINAL DIM

**Applicability** 1.01 Each Contract, Deed or Deed of Trust which may hereafter be executed with respect to any property in the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

**Dedication** 1.02 The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

1.03 For the purpose of these Restrictions and for the purpose of interpreting the provisions contained upon the plat of the subdivision, the "Front Line" of each lot shall be the common boundary of such lot with a street, and in the case of a corner lot (with a common boundary on two streets or on one street and a culdesac) the boundary which is shorter. The boundary of the lot opposite the front lot line shall be the "Rear Lot Line" and all other lot lines shall be "Side Lot Lines".

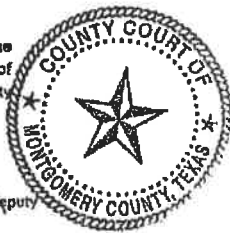
**Reservations** 1.04 a. The utility easements dedicated on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Montgomery County, Texas, as well as for the benefit of the Developer and the property owners in the subdivision to allow for the construction, repair, maintenance, and operation of a system or systems of electric light and power, telephone

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF MONTGOMERY

and correct copy, I hereby certify as the same appears in Vol. 1170, Page 586 of the records in the County of Montgomery, Texas.

Clerk's Office in Montgomery County, Texas.

MARK TURNBULL  
COUNTY CLERK  
COUNTY OF MONTGOMERY



Deputy  
[Handwritten signature]

lines, gas, water, sanitary sewer, storm sewers and any other utility or service which the Developer may find necessary or proper.

b. The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephones, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors or assigns.

c. The right to sell or lease such lines, utilities, appurtenances, or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

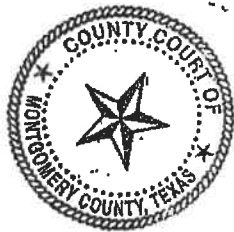
d. The Developer reserves the right to make changes in and additions to such utility easements for the purpose of more efficiently serving the subdivision or any property therein; any such change or addition to be effected by appropriate instrument recorded in the office of the County Clerk of Montgomery County, Texas.

e. When necessary or convenient for the installation of any utility system or systems, the Developer or any utility company making such installation in utility easements dedicated on the above mentioned plat or dedicated herein or hereafter created in the subdivision, may, without liability to the owner of the land encumbered by such utility easements, remove all or any trees and other vegetation within the utility easements. When necessary or desirable for the maintenance of such utility system or systems, the Developer or utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such shrubbery or trees.

f. Any utility easement shown on the recorded plat may be used as a drainage easement for the construction of drainage facilities but any such use shall not unreasonably interfere with the use of such easement for utilities.

Duration 1.05 The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty five (35) years or ten (10) years, the then owners of a majority of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty five (35) year period or any successive ten (10) year period thereafter.

Enforcement 1.06 In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a



CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF MONTGOMERY  
A true and correct copy of the same as recorded in Vol. 1170, Page 567 of the records in the County Clerk's Office in Montgomery County, Texas.  
MARK TURNER  
COUNTY CLERK  
JONHAY

prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provision.

**Partial Invalidation** 1.07 In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which was not hereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

**Effect of Violations on Mortgages** 1.08 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, 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, including said Reservations, Restrictions and Covenants.

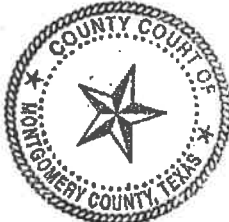
II.

ARCHITECTURAL CONTROL

**Basic Rule** 2.01 a. No building, mobile, or modular home or other improvements of any character shall be erected or placed, or the erection or placing thereof be commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction or erection, on any property in the subdivision until the obtaining of the necessary approval of the Architectural Control Authority (as hereinafter provided) of the construction plans and specifications and of the plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

b. Each application made to the Architectural Control Authority shall be accompanied by two sets of plans and specifications for all proposed construction or placing to be done on such lot or building site, including plot plans showing the location of improvements on the lot or building site and dimensions of all proposed lots or building sites, driveways and all other matters relevant to architectural approval.

c. The Architectural Control Authority (whether Developer or Architectural Control Committee) shall have the power and authority to create, alter or amend building set-back lines, utility easement lines, and requirements as to design of buildings, structures, and materials to be used in the improvements thereof for any lot or lots within the subdivision provided that such authority shall be exercised for the purpose of making the lot or lots so affected useful for the purpose for which they are designed or for the purpose



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MARK TURNBULL  
COUNTY CLERK  
COUNTY OF MONTGOMERY



Deputy



of harmonizing and making esthetically attractive the subdivision, as such matters may be determined in the good faith judgment of the Authority.

Architectural Control Authority 2.02 a. The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Authority (herein sometimes referred to as the "Authority") which Authority shall be the Developer; except, however, that such authority of the Developer shall cease and terminate upon election of the Shadow Bay Architectural Control Committee, in which event such authority shall be vested in and exercised by the Shadow Bay Architectural Control Committee (as provided in b. below).

b. At such time as Ninety percent (90%) of all of the lots or building sites in the subdivision shall have been sold by Developer, the Developer shall cease to be the Authority and the Shadow Bay Property Owners Association shall elect a committee of three (3) members to be known as the Shadow Bay Architectural Control Committee. Provisions and conditions for the election of the Committee shall be as specified in the By-Laws of the Shadow Bay Property Owners Association.

III.

SUBDIVISION, DEFINITIONS AND DESIGNATION OF LOTS

Subdivision 3.01 With the exception of Reserve "F" and the Unrestricted Reserves "E", "D", and "C", any lot or Reserve or Unrestricted Reserve shown on the recorded plat of Shadow Bay, Section may but subdivided but in no case may a subdivision of a Reserve, Unrestricted Reserve, or a Lot or Lots result in a building site having less than 3,500 square feet in area.

Definitions 3.02 Where used herein, the term "lot" may refer, in addition to a lot as shown on the recorded plat, to any subdivided portion of a Reserve, Unrestricted Reserve, or Lot as said parcel may be so described by metes and bounds and sold.

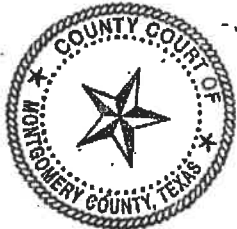
Designation 3.03 Mobile Home Lots - All lots, or portions thereof as subdivided, in Blocks 1, 2, 3, 4, 5, 6, 7, 8 and 9 and in Unrestricted Reserve "H" shall be restricted to mobile homes manufactured after 1971 having a minimum width of twelve feet (12 ft.) and a minimum length of fifty feet (50 ft.).

Modular/Conventional Lots - All lots, or portions thereof as subdivided, in Blocks 10 and 11 and in Unrestricted Reserves "A" and "C" shall be restricted to modular homes manufactured after 1971 having a minimum of 980 square feet of floor space, exclusive of porches and garages or a conventionally constructed or erected home having a minimum of 1,000 square feet of floor space, exclusive of porches and garage. Developer herein reserves the right to waive this designation as it relates to Unrestricted Reserve "C" only.

IV.

GENERAL RESTRICTIONS

4.01 All lots in the subdivision shall be used only for residential purposes except as in 3.03 above. No lot shall be used for any commercial, business or professional 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 nuisance to the neighborhood.



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STATE OF TEXAS  
COUNTY OF MONTGOMERY  
A true and correct copy of the original as the same appears in the records in this County Clerk's Office in Montgomery County, Texas.  
MARK TURNER  
COUNTY CLERK  
MONTGOMERY COUNTY TEXAS

4.02 The location, size, exterior materials of all residential and appurtenant structures on the building site shall be as approved by the Architectural Control Authority (whether Developer or Architectural Control Committee).

4.03 No structure of a temporary nature, travel trailer, camper, vehicle, tent, shack, garage or other out-building shall be used on any lot at any time as a residence.

4.04 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 may be kept as pets provided that they are not kept for commercial purposes and provided they do not constitute a nuisance or danger to other lot owners, their families or guests.

4.05 All lots shall be kept at all times in a sanitary, healthful and attractive condition, and at no time shall any lot be used for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon. Accumulation or the burning of any garbage, trash or rubbish is strictly prohibited.

4.06 No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained nearer to the front lot line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer or Committee may, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions.

4.07 No boat trailers, boats, travel trailers, campers, inoperative automobiles or vehicles of any kind are to be permanently or semi-permanently stored in the public street right of way or in driveways. Any such storage must be screened from public view, either within a garage or behind a fence which encloses the rear of the lot. Vehicles may not be parked in the street right of way for a period of time exceeding forty eight (48) hours.

4.08 No motor vehicles, motor bikes, motorcycles or motor scooters shall be permitted on any part of the subdivision other than the road or street pavement, driveways or parking lots.

4.09 The digging of dirt or removal of dirt from any lot is expressly prohibited except as necessary in conjunction with the construction or landscaping on such lot. No trees shall be cut or removed except to provide room for the construction or erection of improvements on the lot or to remove dead trees.

4.10 No lot or other portion of the subdivision shall be used or permitted for hunting or for the discharge of any firearm or any other device capable of killing or injuring.

4.11 No obstruction of any kind shall be permitted in any drainage ditch within the subdivision and no culvert shall be installed or permitted in any drainage ditch unless the size thereof and the grade shall have first been approved in writing by the Architectural Control Authority.

4.12 No mining, oil drilling, water well drilling, or the installation of septic tanks shall be permitted on any lot.



CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I, the undersigned, do hereby certify that the  
above and correct copy of the same is  
the same as on file in Vol. 1170 Page 570 of  
the records in this County  
Clerk's Office in Montgomery County, Texas.  
MARK TURNBULL  
COUNTY CLERK  
COUNTY OF MONTGOMERY  
Deputy

4.13 Each completed residential structure will be required to be hooked up to the central water and central sewage disposal systems. At no time shall the usage of a private water well or the usage of any type of devise for disposal of sewage be permitted on any lot in the subdivision.

4.14 All modular and mobile homes placed on lots in the subdivision must be skirted with a rigid material as approved by the Architectural Control Authority and the front entry door must have a covered porch no less than thirty six square feet in area. No steel or concrete steps that lead solely to the front entry door will be permitted.

V.

MAINTENANCE FUND

5.01 Each lot (or residential building site) in the subdivision shall be and is hereby made subject to a monthly maintenance charge, except as otherwise hereinafter provided.

5.02 The maintenance charge referred to shall be used to create a fund to be known as the "Shadow Bay Maintenance Fund" and each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot monthly, in advance, on or before the first day of the second month following the month in which the lot was purchased.

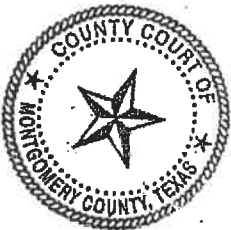
5.03 The maintenance charge shall initially be Five and No/100 Dollars (\$5.00) per month unless and until such charge is hereafter changed; the maintenance charge may be changed from time to time by the Developer (and subsequently by the Shadow Bay Property Owners Association) and shall be the amount determined by the Developer or the Association during the month preceeding the due date of said maintenance charge.

5.04 The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer.

5.05 The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the subdivision; and such Maintenance Fund may be expended for any purposes which, in the judgment of the Developer (and subsequently the Shadow Bay Property Owners Association) will tend to maintain the property values in the subdivision.

5.06 In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed or Contract for Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer (and subsequently the Shadow Bay Property Owners Association). Said lien shall be deemed subordinate to the lien or liens of any Institutional Lender which hereafter lends money for the purchase of any property in the subdivision, and/or for construction and/or permanent financing of improvements on any such property

5.07 These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or time hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.



CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF MONTGOMERY

A true and correct copy, I hereby certify, as the same appears in Vol 1170 Page 571 of the records in this County  
Clerk's Office in Montgomery County, Texas.



MARK TURNBULL  
COUNTY CLERK  
COUNTY OF MONTGOMERY

By \_\_\_\_\_ Deputy

VI.

TRANSFER OF FUNCTIONS OF THE DEVELOPER

6.01 At such time as Developer has sold Ninety Percent (90%) of the lots in the subdivision, it shall transfer its functions herein as they relate to the Architectural Control Authority, the maintenance charge, the Maintenance Fund, and the appurtenant duties thereto by causing to be formed the "Shadow Bay Property Owners Association". Such formation shall be evidenced such documentation as is then prescribed by all governmental bodies having jurisdiction in such matters.

VII.

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this 31 day of October, 1979.

LGB EQUITIES, LTD.

BY: Malcolm Burke  
MALCOLM BURKE, Pres.



ATTEST:

ARGO DEVELOPMENTS, LTD.

BY: W. F. Williams  
W. F. WILLIAMS, Secretary



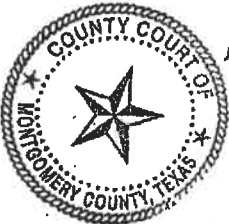
ATTEST:

TRIONA INVESTMENTS, LTD.

BY: Fred Wu  
Fred Wu, President



ATTEST:



CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that the  
true and correct copy of the  
is copies in Vol. 1170-572 Page 50 of  
of records in this County  
Clerk's Office in Montgomery County, Texas.



MARK TURNBULL  
COUNTY CLERK  
COUNTY OF MONTGOMERY

Deputy

Province of British Columbia VOL 1170 PAGE 573  
~~STATE OF TEXAS~~  
COUNTY OF Vancouver

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ and Malcolm Burke President and Secretary of LCH Equities, Ltd., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of October, 1979.  
*no expiring*  
[Signature]  
Notary Public in and for Province of British Columbia

Province of British Columbia  
~~STATE OF TEXAS~~  
COUNTY OF Vancouver

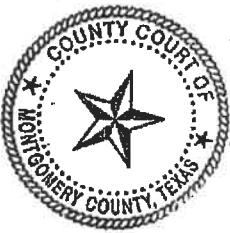
BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ and William Frederick Williams President and Secretary of Arco Developments, Ltd., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of October, 1979.  
*no expiring*  
[Signature]  
Notary Public in and for Province of British Columbia

Province of British Columbia  
~~STATE OF TEXAS~~  
COUNTY OF Vancouver

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ and Frank Allen President and Secretary of Triona Investments, Ltd., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of October, 1979.  
*no expiring*  
[Signature]  
Notary Public in and for Province of British Columbia



CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF MONTGOMERY  
A true and correct copy I hereby certify as the same appears in Vol. 1170 Page 573 of the \_\_\_\_\_ records in the County Clerk's Office in Montgomery County, Texas.  
MARK TURNBULL  
COUNTY CLERK  
COUNTY OF MONTGOMERY  
[Signature] Deputy

Vol 1170 PAGE 574

STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Canadian Commercial and Industrial Bank, as the lien holder against the aforesaid property, does hereby, in all respects, approve, adopt, ratify and confirm all of the above and foregoing Reservations, Restrictions, Covenants and other foregoing provisions and subordinate said lien and all other liens owned or held by it thereto and does hereby join in the execution thereof and agree that same shall in all respects be binding upon the undersigned and the successors and assigns of the undersigned in all respects and upon the land thereby affected, notwithstanding any foreclosure of said Deed of Trust or any other lien in favor of the undersigned.

EXECUTED this 6<sup>th</sup> day of November, 1979

CANADIAN COMMERCIAL AND INDUSTRIAL BANK  
By its duly authorized attorneys

BY: Peter Jones

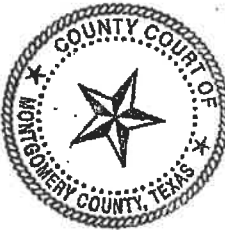
William F. Dickson  
William F. Dickson

PROVINCE OF BRITISH COLUMBIA  
CITY  
COUNTY OF VANCOUVER

BEFORE ME, the undersigned authority, on this day personally appeared Peter Jones and William Fraser Dickson, attorneys of Canadian Commercial and Industrial Bank, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6<sup>th</sup> day of November, 1979.

Notary Public in and for the Province of British Columbia



FILED FOR RECORD

1979 DEC 17 PM 2:59

ROY HARRIS, CLERK

COUNTY CLERK

COUNTY OF MONTGOMERY, TEXAS

Marie Rushing

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF MONTGOMERY

True and correct copy hereby certified to the same appears in Vol. 1170 Page 574 of the 6th records in this County

Clerk's Office in Montgomery County, Texas.

MARK TURNBULL  
COUNTY CLERK  
COUNTY OF MONTGOMERY



By Marie Rushing Deputy

**BYLAWS**  
**of**  
**COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC.**  
**(Amended June 2012)**

**ARTICLE 1 - GENERAL**

**1.01. OFFICES**

The name of the corporation is COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located within the Shadow Bay Subdivision which is located at 14475 West Leeshore Dr., Willis, Texas. The mailing address shall be 14475 West Leeshore Dr., Willis, Texas 77318.

**1.02. PURPOSE**

This Association shall be a non-profit organization whose purpose shall be promoting civic and community welfare and pride among the residents of Shadow Bay, Section One, encouraging and enforcing the restrictive regulations and covenants of said Subdivision conducive to good planning and the sustaining of property values therein, securing desirable improvements and benefits for the Subdivision; fostering and assisting in the general civic and social enterprises and activities which may be beneficial to the community and such other purposes, express or implied, as is contained in the Articles of Incorporation. The Association shall have such powers as are necessary or required to carry out its purposes, together with the powers conferred upon a property owners association by Chapter 204 of the Texas Property Code.

**1.03. FISCAL YEAR**

The fiscal year of the Association shall begin on July 1st of each calendar year and extend through June 30th of the following year.

**ARTICLE 2 - DEFINITIONS**

- 2.01. **"Association"** shall mean and refer to COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC., its successors and assigns.
- 2.02. **"Properties"** shall mean and refer to all or any part of that certain real property located in Shadow Bay, Section one, a subdivision in Montgomery County, Texas, according to the Replat thereof filed for record Cabinet C, Sheet 72a of the Map Records of Montgomery County, Texas.
- 2.03. **"Common Area"** shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, boat ramps and parking areas.
- 2.04. **"Lot"** shall mean and refer to any numbered or lettered Lot shown on the recorded Replat of the subdivision and any further subdivision of any reserve area.

- 2.05. **“Record Owner”** for any given Lot in the subdivision shall mean that person with the most recent recorded deed in the Real Property Records of Montgomery County, Texas for such Lot in such person’s name.
- 2.06. **“Restrictive Covenants”** shall mean and refer to the most current restrictions applicable to the Properties as recorded in the Deed and/or Real Property Records of Montgomery County Texas.
- 2.07. **“Voting Member”** shall mean and refer to those persons entitled to voting Membership as provided in Article 3 herein.

### **ARTICLE 3 - QUALIFICATIONS FOR MEMBERSHIP**

Subject to all eligibility requirements there shall be one vote for each Lot in the subdivision.

#### **3.01. VOTING MEMBERSHIP**

The “Voting Member” entitled to vote each Lot in the subdivision shall, subject to all eligibility requirements contained herein, be either the Record Owner as provided in subpart (a) hereafter, or the Purchaser under a Contract for Deed as provided in subpart (b) hereafter, but not both. When more than one person is the Record Owner or Purchaser under a Contract for Deed, the vote for such Lot shall be exercised as such Voting Members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot owned by Voting Members.

#### **3.02. PROOF OF MEMBERSHIP**

- (a). The Record Owner who has provided a true copy of the applicable and most recently recorded Deed in his name together with the mailing address and telephone number of each Record Owner to the Secretary of the Board of Directors who has endorsed the same “officially accepted” for registration; or
- (b). The Purchaser named in a “Contract for Deed” with such Record Owner as is named in subpart (a) above, for the purchase of such Lot under such Contract for Deed, a true copy of the applicable and most recent Contract for Deed in his name, together with the mailing address and telephone number of such Purchaser to the Secretary of the Board of Directors who has endorsed the same “officially accepted” for registration.

The Secretary and the Board of Directors shall be entitled to rely fully upon the last of such “officially accepted” filings for all purposes including notice pursuant to Article 5.03, hereof and sending maintenance fees statements and past due notices.

### **ARTICLE 4 - VOTING RIGHTS**

#### **4.01. VOTING - NUMBER OF VOTES.**

Each Eligible Voting Member duly registered pursuant to Article 3 hereof shall be allowed one (1) vote for each respective Lot so registered on each matter submitted to a vote at a meeting of the Membership held therefor. When more than one person is the Record Owner or Purchaser under a Contract for Deed, the vote for such Lot shall be exercised as such Voting Members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot owned by Voting Members.



#### 4.02. PROXIES

Proxy vote shall be allowed only by signature of the person so designated in an "officially accepted" deed registration and filing with the secretary and only on official proxy forms provided by the Board of Directors.

#### 4.03. QUORUM

Subject to Article 5, hereof, business may be conducted at any meeting of the Members, annual, quarterly, or special, provided four (4) Directors are present in person, plus one-twentieth (1/20) of all eligible voters present, in person or by proxy. Absentee and electronic ballots, as permitted herein, shall count as a member present for establishing a quorum, for items appearing on the ballot.

In the absence of a quorum at a meeting of Members, the meeting may be adjourned and immediately reconvened for the sole purpose of conducting Director elections. The quorum required for election of Directors at the reconvened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

#### 4.04 VOTING RIGHTS

The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot; or
- (3) by electronic ballot by electronic mail or facsimile.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the TEXAS PROPERTY CODE.

#### 4.05 RECOUNT PROCEDURES

A Member may, not later than the fifteenth (15<sup>th</sup>) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the TEXAS PROPERTY CODE.

#### 4.06 ELECTION VOTE TABULATORS:

A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

## ARTICLE 5 - MEETINGS OF MEMBERS

Robert's Rule of Order shall be followed at all meetings of the Members.

### 5.01. ANNUAL MEETINGS

The Annual meeting of the membership shall be held on the third (3) Sunday in October of each year or at such other time as may be determined by the Board of Directors.

### 5.02. SPECIAL MEETINGS

Special meetings of the membership may be called by the President, The Board of Directors, or upon written request submitted to the President or Secretary and signed by no less than 10% of the total voting membership eligible to vote, certified by the Secretary as of the date of the request (the record date). Such request shall state the reason therefor. Such reason must be a matter which can properly be voted on by the voting membership. Whether or not such matter, which is the reason given for the request, is a matter properly subject to the vote of the membership shall be determined by the Board of Directors who shall certify any proper request to the President. The President, or in the President's absence, the Vice President, upon receipt of such certified request shall call a special meeting within thirty (30) days of such receipt.

### 5.03. NOTICE OF MEETINGS

The Secretary shall give, or cause to be given, by First Class Mail postage prepaid at the last best address, as of ten (10) days prior to mailing date (the record date), shown on the records of the Secretary of the Corporation, to all eligible Voting Members, written notice of any such regular or certified and called special meeting of the membership not less than 10 days nor more than 50 days prior to the date of such meeting. In addition such notice shall be posted in one (1) public place in the Subdivision. All such notices shall state the place, day, and hour of the meeting, the purpose of the meeting called, including the agenda thereof, and where applicable the slate of any nominees for directorships.

### 5.04. PURPOSE OF MEMBERSHIP MEETING

The express purpose of membership meetings, annual or special, is to provide an opportunity for eligible Voting Members to properly address the membership in attendance and/or to properly address the chair.

Except as provided herein only matters properly upon the agenda included in the notice of any regular or special meeting of the membership will be heard at any such meeting provided however, there shall be a 10 minute maximum time allowed to each person named on the agenda for presentation of their matter. Only matters upon which Voting Members are eligible to vote will be heard from the floor at any such meeting provided that the same are on the agenda therefor. In order to have a proper matter placed upon the agenda by the President for any given meeting, annual or special, a written request must be received by the President of the Board of Directors a minimum of thirty (30) days prior to the date of any such meeting. Such written request shall be signed by not less than five (5) eligible Voting Members provided a full disclosure has been made to each. Any request certified by the Board of Directors as proper matter for such meeting and eligible to be voted upon by the membership shall be placed upon the agenda for the meeting. Matters not on the agenda for any given meeting may nevertheless be heard during such meeting upon waiver of the agenda requirement by secret written ballot of a majority of the Board Members in attendance at such meeting. Anything contained herein to the contrary notwithstanding, nominations for directorship of the Association may be made from the floor during the annual meeting by

any eligible Voting Member. Write in candidates shall be accepted from eligible voters on the official proxy ballots provided the Members by the Board of Directors.

#### 5.05. PASSAGE OF RESOLUTION

All action to be taken by the membership shall be upon resolution, preceded by motion duly seconded and supported by a majority of all eligible votes cast.

Only Voting Members shall have the right to address the chair during any meeting of the membership of the Association.

#### 5.06 UNANIMOUS WRITTEN CONSENT

Subject to applicable law, any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the members or directors of the Association, or any action which may be taken at a meeting of the members or directors or of any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all members entitled to vote with respect to the subject matter thereof, or all of the directors, or all of the members of the committee, as the case may be.

Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any Articles or document filed with the Secretary of State of Texas under the Texas Non-Profit Corporation Action.

### ARTICLE 6 - BOARD OF DIRECTORS

#### 6.01. NUMBER AND ELEGIBILITY

The Board of Directors shall consist of seven (7) Directors, selected as hereinafter set out, which includes the four (4) Officers of the Association.

Eligibility. At the time of nomination and election of any Director and at all times during such Director's term the following shall be the requirements for eligibility, to-wit:

- (a) An eligible Voting Member; and
- (b) No felony conviction or a conviction for a crime involving moral turpitude; and
- (c) Duly elected pursuant to these Bylaws.
- (d) To take the following oath of office which shall be administered by the President, or in the case of the President's oath, by the Vice President, at a ceremony called for that purpose. The oath of office shall read as follows:

"I hereby swear or affirm that in the exercise of my office I shall do my best to always do what is right and just, to always treat my neighbors fairly and charitably without favoritism or bias, and to always promote peace among the Members of this Association, so help me God."

Provided however any director may cure a defect in eligibility under subparts (a) and (b) within 15 days notice from the Board of Directors of such deficiency. Upon the 16th day the directorship shall be declared vacant.

## 6.02. TERM

Each Board Member shall serve a three (3) year term. At each annual meeting of the members, Board members will be elected for the members whose term of office expires at that meeting, and they will hold office until the next third (3<sup>rd</sup>) annual meeting of members after their election, or until their successors are elected and qualified.

## 6.03. REMOVAL

Any Board Member may be removed from office by the Board of Directors, when in their judgment, the best interest of the Association shall be served by such removal. The director who is subject to a motion for removal shall abstain from voting thereon. Any Board Member removed from office pursuant to these Bylaws shall automatically cease to serve as officer.

## 6.04. VACANCIES

Any Board member whose term has expired must be elected by the owners who are members of the Association. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death or disability, as provided in these bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

## 6.05. RESIGNATION

Any Board Member may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## 6.06. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall be the governing body of the Association with full rights and authority to determine policy, outline, plan and carry into execution all business, activities, and policy, to enter into and execute all necessary agreements and instruments incident thereto in the name of the Association, and shall constitute, together with their proper delegates and agents, the exclusive representatives of the Association. In addition to the foregoing powers, the Board shall be authorized to institute, as well as settle or compromise, in the name of the Association or otherwise any necessary legal proceedings to carry into effect the purpose and policies of the Association whether against Members or others, or to enforce, or prevent violations of, the covenants or restrictions applicable to the Subdivision; and to employ legal counsel in connection with any of the foregoing, together with the power to do any and all things necessary and appropriate to achieving the purposes of the Association including but not limited to the following, to-wit:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any type of assessment levied by the Association;

- (c) exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the recorded Restrictive Covenants. These powers shall include but not be limited to authorizing and expending the maintenance fund for the benefit of the Association as set forth in the Restrictive Covenants and these Bylaws;
- (d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ managers, outside professional services, including but not limited to attorneys at law, certified public accountants, security guards, independent contractors and such other employees as the Board may deem necessary, and to prescribe their duties and authorities;
- (f) compromise, settle and defend claims and lawsuits on behalf of the Association whether against Members or others and to employ legal counsel for these purposes; and
- (g) accept properties, Lots, and reserve areas within the subdivision in lieu of payment of delinquent maintenance and similar fees, or other claims of the Association against Record Owners, in the negotiating, settlement, and compromising of claims and litigation on behalf of the Association.

Section 2. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to make the same available pursuant to Article 15 of these Bylaws;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) fix the amount of any additional or increased fee, or similar cost against any Lot as provided in Article 6 hereof;
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge shall be required in advance by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) promulgate reasonable rules and regulations regarding the use of all properties including, but not limited to, regulating the posting of "For Sale" signs on the properties;
- (i) timely collect or cause to be collected all fees, costs, charges, interest, claims, and accounts receivable owed to this Association resorting to all legal means necessary therefor;

- (j) perform all duties and exercise all lawful powers to guarantee a democratic governing of the Association and to preserve the peace and good will among its Members; and
- (k) perform any and all other duties imposed by applicable law.

Section 3. In no case shall any contract to use or dispose of any real or personal property belonging to the Association valued in excess of \$500.00 be made, without the affirmative vote of a majority of the eligible Voting Members present and voting in person or by proxy at a meeting of the Members.

Section 4. The President or the Board of Directors shall not sign any deed, mortgage, bond, obligation, or other documents transferring the rights or assets of the Association property valued in excess of \$500.00, without the affirmative vote of a majority of the eligible Voting Members present and voting in person or by proxy at a meeting of the Members.

Section 5. Contracts for purchase, repairs, restoration, or for any outside service in excess of \$1,500.00 shall, except in the case of actual emergencies, solicit three bids submitted to the Board of Directors for approval, rejection and/or selection of choice. All bids must be upon substantially the same plans, specifications, or request. Bids may be accepted only from Voting Members in good standing, provided however, the Board of Directors, may accept services, goods, or products, needed by or for the benefit of the Association in settlement of delinquent maintenance or similar fees. In such instance the bidding requirements shall be waived but such goods, services, or products must be certified by the Board of Directors as to their worth. This Section 5 shall not apply to professional services including, but not limited to, legal, accounting, and engineering services.

Section 6. Contracts for purchase, repairs, restoration, or for outside services of \$1,500.00 or less may be accepted by the Board of Directors for approval, rejection, and/or selection of choice without necessity of a bidding process.

#### 6.07. FEES

Section 1. The monthly and special fees, together with cost and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Lot against which such assessment is made. Each such assessment, together with cost and reasonable attorney's fees, shall also be the personal obligation of the person or persons who own the Lot by recorded deed at the time the assessment fell due, but such personal obligation for past due maintenance fees shall not pass to the successors in title of such Record Owner unless expressly assumed by such successors in a subsequent Deed or Contract for Deed. In no event however, shall such express assumption eliminate, modify, or mitigate the personal obligation of the person or persons who owned the applicable Lot by recorded Deed at the time the assessment fell due.

Section 2. All Record Owners of Lots shall pay monthly fees and special fees as established and to be collected as hereinafter provided. The purpose of the monthly fees levied by the Board of Directors shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and the Lots situated in the subdivision. Monthly fees shall be for the following purposes and the Board of Directors shall acquire and pay for out of the funds derived from the monthly fees, the following:

- (a) Maintenance and repair of the common area; and
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service, all where and when applicable, for the common area; and

- (c) Acquisition of furnishings and equipment for the common area as may be determined by the Board of Directors, including with limitation all equipment, furnishings, and the personnel necessary or proper for the use of recreational facilities; and
- (d) Maintenance and repair of storm drains, and streets and roads within the subdivision not maintained by governmental authority; and
- (e) Fire Insurance covering the full insurable replacement value of the common area with extended coverage; and
- (f) Liability insurance insuring the Association against any and all liability to the public, to any owner, and to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limit shall be set by the Board of Directors; and shall be reviewed at least annually and increased or decreased in the discretion of the Board of Directors; and
- (g) Workman's compensation insurance to the extent necessary to comply with applicable law and any other insurance deemed necessary by the Board of Directors of the Association; and
- (h) A standard fidelity bond covering all Members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors if the same is deemed necessary; and
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or fees which the Association is required to secure or pay pursuant to the terms of these bylaws, of the recorded restrictive covenants or by law, or which shall be necessary and proper in the opinion of the Board of Directors of the Association, subject to the limitations set forth in these Bylaws, for the operation of the common areas, for the benefit of the Lot owners, or for the enforcement of the restrictive covenants.

Section 3. The fee for regular maintenance (as distinguished from extraordinary) shall be in the amount as set by the Board of Directors, and such sum may be increased from time to time in accordance with the Restrictions and these Bylaws. In no event shall the Board of Directors increase any regular maintenance fee more than 10% in any six (6) month period.

Section 4. Any increase in the monthly fee, other than increases authorized above in Section 3, shall require prior approval of the Members voting in person or by proxy at the annual meeting of the Members, or at a special meeting thereof called for that purpose.

Section 5. To secure payment of delinquent fees (of any and all kind or character) and similar costs, the Board shall, after 10 days written notice and demand, cause a notice of lien to be filed against the Lot or Lots of each delinquent Record Owner. Said lien shall secure payment of all unpaid fees, costs, attorney fees, filing fees, similar costs, and related fees. If such fees are not collected upon the filing of such lien, the Board may proceed to collection of the same by applicable litigation.

Section 6. All fees shall be due in advance on the first (1st) day of the month and shall be delinquent after the sixth (6th) day of each month. All delinquent fees shall bear a \$10.00 late charge after each quarter.

Section 7. In addition to the monthly fees authorized above, the Board of Directors may levy in any assessment year, a 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 on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a simple majority of the eligible Voting Members, voting in person or by proxy, at the annual meeting of the Members, or at a special meeting thereof called for that purpose.

#### **ARTICLE 7 - NOMINATION OF DIRECTORS; ELECTION OF BOARD OF DIRECTORS**

7.01. The four (4) elected officers of the Board of Directors shall appoint a Nominating Committee of five (5) Voting Members not less than sixty (60) days prior to the annual meeting of the membership each year. The Nominating Committee so appointed shall elect a slate of qualified nominees for the elective offices of directorship and shall file a written report thereof with the President and Secretary not less than thirty (30) days before the date of the annual meeting who shall certify and post the same in one (1) public place within the Subdivision.

7.02. Subject to Article 6 hereof, the election of the Directors shall be held at the annual meeting of the Membership and shall in all cases be by signed, written ballot. The nominees for each open position of the Board receiving the highest number of the eligible votes, cast in person or by proxy at the annual meeting, or by written ballot (including absentee and electronic ballots), shall be declared elected.

#### **ARTICLE 8 - MEETINGS OF DIRECTORS**

Robert's Rule of Order shall be followed at all meetings of the Board of Directors.

##### **8.01 OPEN MEETINGS**

Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

##### **8.02 NOTICE OF MEETINGS**

Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet



website maintained by the Association; and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

### 8.03 MEETINGS WITHOUT NOTICE

The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

#### 8.01. REGULAR MEETINGS

The regular monthly meeting of the Board of Directors shall be held on the first Tuesday of each month at 7:00 PM at such place as is from time to time designated by the Board in the notice therefor which shall be placed in one public place within the subdivision. The President shall be authorized to postpone and reschedule a meeting of the Board of Directors, if necessary, with written or electronic mail notice to all Directors.

#### 8.02. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the President or in the President's absence, the Vice President or by any three (3) directors, to be held at the time and place designated in the notice thereof, which notice shall be given to the directors, not less than two (2) days before the date of such meeting, by telephone call, personal delivery, or personal communication.

Emergency meetings of the Board of Directors shall be held in the same manner as special meetings except that the notice requirement shall be 2 hours.

#### 8.03. QUORUM

A Majority of the members then constituting the Board of Directors personally present shall constitute a quorum for any meeting of the Board.

Attendance of a Director at a meeting, regular or special, shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

#### 8.04. VOTING REQUIREMENT

All action to be taken by the Board of Directors shall be upon resolution, preceded by motion duly seconded and supported by a majority vote of all non-interested Directors. The President shall abstain from voting except for tie-breaking.

## **ARTICLE 9 - COMMITTEES**

### **9.01. APPOINTED BY BOARD OF DIRECTORS**

Section 1. The newly elected Board of Directors shall promptly appoint an Architectural Control Committee consisting of up to three (3) members, one (1) of whom shall be a Director.

Section 2. In addition, the Board of Directors shall appoint other committees as they deem necessary and appropriate for carrying out the purposes of the Association. All members of all committees shall at all times during the term of their service have and maintain the same qualifications for such appointment as Directors have for the office of directorship pursuant to Article 6 hereof. All other committees shall serve at the pleasure of the Board of Directors but in no event shall the term of such committee, or any member thereof, be appointed for longer than two (2) years. Any committee with any authorization to manage the corporation shall consist of three (3) or more persons, one of whom shall be a Director. Any committee with any authorization to manage the Corporation, shall consist of at least one (1) Director.

### **9.02. AUTHORITY OF COMMITTEES**

Whenever approval of the Architectural Control Committee is required, such approval shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within 20 days after a receipt of an acceptable request, with all accompanying plans, specifications, and the like, to do so, approval will be deemed to have been given, and compliance with the terms of these provisions conclusively presumed.

### **9.03. DISCHARGE OF COMMITTEES AND COMMITTEEMEN**

Any committee member may be removed by the Board of Directors when, in their judgment, the best interest of the Association shall be served by such removal. All committees are responsible to the Board of Directors.

## **ARTICLE 10 - OFFICERS OF THE BOARD OF DIRECTORS**

### **10.01. ENUMERATION OF OFFICERS**

The officers of the Board of Directors shall consist of a President, Vice President, Secretary, and Treasurer at a minimum. Other officers may be elected by a simple majority of the Board of Directors as and when the Board deems it necessary, provided, no nominee for such appointment may vote for himself.

### **10.02. TERM**

The term of office of each officer shall be concurrent with his or her term on the Board of Directors.

In case a vacancy occurs among the officers, the Board of Directors shall appoint a successor to serve during the unexpired term of the office vacated.

### **10.03. RESIGNATION AND REMOVAL**

Any Officer may be removed from office by a simple majority of the remaining Board of Directors when, in their judgment, the best interest of the Association shall be served by such removal. Any Officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### 10.04. MULTIPLE OFFICES

Any two or more offices may be held by the same person, except the offices of President and Secretary.

#### 10.05. COMPENSATION

The salary of the Secretary shall be determined from time to time by the Board of Directors; provided, however, the Secretary must refrain from voting thereon.

The salary of the Treasurer shall be determined from time to time by the Board of Directors; provided, however, the Treasurer must refrain from voting thereon.

Members of the Board of Directors shall be reimbursed for incidental expenses incurred in handling the business of the association. Such expense reimbursement will follow then standard business practices for employee reimbursement.

### **ARTICLE 11 - PRESIDENT**

#### 11.01. DUTIES

The President shall preside at all meetings of the Board of Directors and of the Members, prepare the agenda for such meeting, preserve order, and exercise supervision of the affairs of the Association and the Board; and shall decide all questions of procedure of the meeting of the Board of Directors and the Association, and with the advice and consent of the Board of Directors shall appoint all committees, unless otherwise provided for in these Bylaws, and shall be an ex-officio member of all such committees; and further, shall perform such other and additional duties as are customarily required of this office.

### **ARTICLE 12 - VICE PRESIDENT**

#### 12.01. DUTIES

The Vice President shall assist the President in the discharge of these duties, and in the absence of the President, shall preside at all meetings of the Association and of the Board of Directors and shall perform the duties of the President during the latter's absence. Further, the Vice President shall perform any and all additional duties which may be delegated by the President or the Board of Directors.

### **ARTICLE 13 - SECRETARY**

#### 13.01. DUTIES

The Secretary shall cause a full and correct record of all proceedings of this Association to be kept; have charge of all records of the Association; conduct the correspondence, and mail all reports, bulletins and

notices and keep a record of all the foregoing; answer all letters from Voting Members; and otherwise comply with these Bylaws and the restrictive covenants for the subdivision.

## **ARTICLE 14 – TREASURER**

### **14.01. DUTIES**

The Treasurer shall cause the following tasks to be done: collect all mail (at least twice weekly); prepare all bank deposits, reconcile all bank statements; post all receipts to proper accounts; deposit all such funds in the bank as designated by the Board of Directors; draw all checks on the Association's funds, which checks so drawn shall be countersigned by the President and the Vice President or Secretary. The Treasurer shall keep a full, true and correct record of all funds and all financial transactions of the Association, keep all books of account of the Association, and render a complete report to the Association at its annual meetings, or more often as required by the President or the Board of Directors. The Treasurer shall procure all office supplies; and otherwise comply with these Bylaws and the restrictive covenants for the subdivision.

## **ARTICLE 15 - BOOKS AND RECORDS**

### **15.01. MAINTENANCE**

The Association shall keep correct and complete books and records of account and shall keep the minutes of the proceedings of its members, Board of Directors, and committees having any authority of the Board of Directors and shall keep at its registered office or principal office in this state a record of the names and addresses of its members entitled to vote.

### **15.02. INSPECTION**

The books, records and papers of the Association shall be subject to inspection by any member. The time and place of any such inspection shall be upon written request and upon mutual agreement of the Secretary and/or Treasurer of the Board. Copies requested shall be at the sole cost and expense of the Member requesting the same. The initial charge for such copies shall be not less than \$.50 per sheet paid cash in advance and shall be charged at the discretion of the Secretary, in accordance with the Association's records production policy.

## **ARTICLE 16 – AMENDMENTS**

These Bylaws may be altered, repealed, or amended by a majority of the votes cast by eligible Voting Members voting in person or by proxy, at the annual meeting of the members, or at a special meeting thereof called for that purpose. A true copy of any proposed revision, change, or amendment, together with notification of the time and place of the meeting where the same is to be considered shall be delivered or mailed to each member at least thirty (30) days before the date of such meeting, and shall be posted in one (1) public place within the subdivision. The Board is authorized to incorporate any such alteration, change, or amendment into the Bylaws by a full restatement of the same without further vote of the membership.

## ARTICLE 17 - INDEMNIFICATION

### 17.01. DEFINITIONS (in this article)

- (a) **"Indemnitee"** means (i) any present or former Director or Officer of the Association; and (ii) any person appointed by the President or the Board of Directors, or elected, to serve on any committee of the Association.
- (b) **"Official Capacity"** means (i) when used with respect to a Director, the Office of Director of the Association; and (ii) when used with respect to a person other than a Director, the elective or appointive Office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.
- (c) **"Proceeding"** means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

### 17.02. INDEMNIFICATION

- (a) The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his service or having served or having been nominated or designated to serve, in any of the capacities referred to in 17.01 (a), if it is determined in accordance with 17.04 that the Indemnitee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful.
- (b) Provided, however, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee in connection with the Proceeding the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the proceeding, and (ii) shall not be made in respect to any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding provision no indemnification shall be made under this 17.02 in respect of any Proceeding in which such Indemnitee shall have been (x) found liable on the basis that personal benefit was improperly received by him whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (y) found liable to the Association.
- (c) The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of "nolo contendere" or its equivalent, is not of itself determinative that the Indemnitee

did not meet the requirements set forth in clauses (i), (ii) or (iii) in 17.02(a). An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees disbursements of attorneys for the Indemnitee.

### 17.03. SUCCESSFUL DEFENSE

Without limitation of 17.02 and in addition to the indemnification provided for in 17.02, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in 17.01 (a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

### 17.04. DETERMINATIONS

Any indemnification under 17.02 (unless ordered by a court of competent jurisdiction) shall, except as provided in 17.05 hereof, be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors designated to act in the matter by a majority vote of all directors (in which designation Directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth above in this 17.04 or (d) by the eligible Voting Members in a vote that excludes Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. Except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this 17.04 that the Indemnitee met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonable prorated.

### 17.05. ADVANCEMENT OF EXPENSES

Reasonable expenses (including court costs and attorney's fees) incurred by an Indemnitee who was or is a subpoenaed witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in 17.04, after receipt by the Association of (a) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this 17.05, and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Section. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it shall be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this 17.05, the Association shall pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a subpoenaed witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

#### 17.06. EMPLOYEE BENEFIT PLANS

For purpose of this Article 17, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on or otherwise involves service by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the beset interests of the Association.

#### 17.07. OTHER INDEMNIFICATION AND INSURANCE

The indemnification provided by this Article 17 shall (a) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Association's Articles of Incorporation, any law, agreement or vote of members or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (b) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (c) inure to the benefit of the heirs, executors and administrators of such a person.

#### 17.08. NOTICE

An indemnification of or advance of expenses to an Indemnitee in accordance with this Article 17 shall be reported in writing to the members of the Association with or before the notice or waiver of notice of the next members' meeting or with or before the next submission to members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

#### 17.09. CONSTRUCTION

The indemnification provided by this Article 17 shall be subject to all valid and applicable laws, including, without limitation, Article 1396-2.22 of the Texas Non-Profit Corporation Act, and, in the event this Article 17 or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

#### 17.10. CONTINUING OFFER, RELIANCE, ETC.

The provisions of this Article 17: (a) are for the benefit of, and may be enforced by, each Indemnitee of the Association, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee; and (b) constitute a continuing offer to all present and future Indemnitees; and (c) are retroactive in application. The Association, by its adoption of these Bylaws, acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article 17 in becoming, and serving in any of the capacities referred to in Section 17.01 (a) of this Article 17, waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees and acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article 17 in accordance with its terms by any act or failure to act on the part of the Association or on the basis of when any claim or cause of action arose.

17.11. EFFECT OF AMENDMENT

No amendment, modification or repeal of this Article 17 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of the Section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE 18 - CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC.; however, the use of such seal shall not be required for validity of any act of the Association.

Attestation

Adopted by the Board of Directors on this 5<sup>TH</sup> day of JUNE, 2012.

COMMUNITY IMPROVEMENT ASSOCIATION OF  
SHADOW BAY, INC.

By: Dan Pierce  
DAN PIERCE, President



**FILED FOR RECORD**

06/06/2012 3:40PM

*Mark Turnbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

06/06/2012



*Mark Turnbull*

County Clerk  
Montgomery County, Texas



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**CORPORATE CERTIFICATE**  
**COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC.**

The undersigned certifies that he/she is the President of Community Improvement Association of Shadow Bay, Inc. (the "Association"). The Association is the property owners' association for Shadow Bay Section One, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Bylaws of Community Improvement Association of Shadow Bay, Inc. (Amended June, 2012)** is attached to this certificate as Exhibit "A."

Signed this 5<sup>TH</sup> day of JUNE, 2012.

COMMUNITY IMPROVEMENT ASSOCIATION  
OF SHADOW BAY, INC.

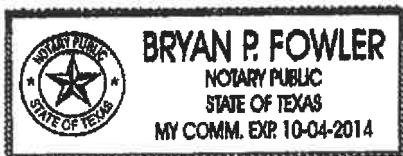
By:   
DAN PIERCE, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 5<sup>th</sup> day of June, 2012,  
by DAN PIERCE, President of COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC., a  
Texas non-profit corporation, on behalf of said corporation.

  
NOTARY PUBLIC, State of Texas

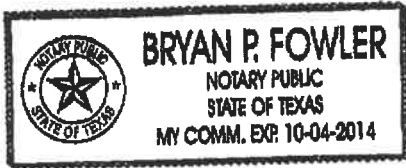


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 5<sup>th</sup> day of June, 2012, by DAN PIERCE, President of COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC., a Texas non-profit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



**AFTER RECORDING RETURN TO:**  
Bryan P. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

## DEED RESTRICTION ARTICLE IV (4) REFERENCES

- 4:01** No commercial, business or professional purpose. No noxious or offensive activity, annoyance or nuisance to the neighborhood. \*\* (This includes, but is not limited to: barking dogs, loud music, loud cars, loud power tools being used after 10 p.m., no vehicles up on jacks for more than 24 hours, etc.)
- 4:02** Location, size, exterior materials of residential or other structures on building site must be approved \*\* (such as driveways, carports, painting, storage buildings, additions, etc.)
- 4:03** No temporary structure, travel trailer, camper, vehicle, tent, shack, garage or other out-building on lot to be used as a residence.
- 4:04** No animals, livestock or poultry raised, bred or kept for commercial purposes. Nor can common household pets cause a nuisance or danger to others. (Law requires cats and dogs to be on a leash if off your property.)
- 4:05** All lots shall be kept in a healthy, sanitary and attractive condition, no storage of materials, accumulation or burning of garbage and trash. \*\*(Home exterior, yards, carports, porches are to be clean, maintained and free of old appliances, old furniture, vehicle parts, trash, etc. Wash off any mildew with bleach water..use garden sprayer and rinse with water hose.)
- 4:06** No wall, planter or hedge in excess of 2 feet in front of building line.
- 4:07** No boat trailers, boats, travel trailers, campers, inoperative vehicles of any kind to be stored in public street right of way or in driveways. No parking in street right of way for more than 48 hours.
- 4:08** No motor vehicles, motor bikes, motorcycles or motor scooters shall be permitted on any part of the subdivision other than streets, driveways or parking lots. \*\*(No parking in the yard. No under age, unlicensed drivers to operate any kind of motor vehicle or golf cart anywhere in Shadow Bay.) See Rules & Regulations for Shadow Bay.
- 4:09** No digging or cutting of trees \*\*(removing dirt from a lot or cutting trees without approval from Architectural Control)
- 4:10** No portion of the subdivision shall be used or permitted for hunting or discharge of firearms or any device capable of killing or injuring. \*\*(this includes any type of fireworks - extreme fire hazard to mobile homes.)
- ~~4:11~~ **4:11** No obstruction in drainage ditches, no culvert installation without approval.
- 4:12** No drilling for oil or water and no installation of septic tanks.
- 4:13** Each residence must hook up to central water and central sewage system. \*\*(no moving into residence until hooked up to water & sewer.)
- 4:14** All modular & Mobile homes must be skirted. Front entry door, must have a covered porch minimum of 36 sq. ft. no temporary or concrete steps.

\* \* \* \* \*

This is a quick reference to the Shadow Bay Deed Restrictions. See complete set of Deed Restrictions for the Articles and Sections in its entirety. \*\*is for your information as examples of what can be considered a deed restriction violation. Keep in mind that these are SOME of the examples not all of them.

October 15, 2004

### **Guidelines for ACC on Section 4.07 of Deed Restrictions**

The following statement appears in the current Shadow Bay Deed Restrictions:

**"4.07 No boat trailers, boats, travel trailers, campers, inoperative automobiles or vehicles of any kind are to be permanently or semi-permanently stored in the public street right of way or in driveways. Any such storage must be *screened from public view* either within a *garage* or behind a *fence* which encloses the rear of the lot. Vehicles may not be parked in the street right of way for a period of time exceeding forty-eight (48) hours."**

At a "Special Board Meeting" on October 14, 2004, the Board of Directors voted unanimously on the following definitions and interpretations of this Deed Restriction.

**"Screened from public view"** means that the lower 6 feet of the vehicle cannot be visible on any side, front, or rear. A 6-inch airspace is allowed at the bottom of the material enclosing the structure.

**"Fence"**, as it relates to vehicles including but not limited to travel trailers, motor homes, campers, 5<sup>th</sup> wheels, utility trailers, and inoperative vehicles of any kind, because they must be screened from public view, is defined as a 6-foot solid wood structure or other material acceptable to the Architectural Control Committee (ACC).

**"Garage"** means a structure that at a minimum has a roof, and that has sides, rear, and door all at least 6 feet high, constructed of material that matches or blends with the home on the property. The material used to construct the sides, rear, and doors must be approved by the ACC.

All of these definitions apply to vehicles, including but not limited to the following: travel trailers, motor homes, campers, 5<sup>th</sup> wheels, utility trailers, inoperative automobiles, or vehicles of any kind.

We will continue to allow boat trailers (empty or containing a boat) and personal water craft (PWC) on a trailer to be parked upon the property's driveway.

If, following a meeting of the ACC, there is disagreement or concern regarding the issuance of a requested permit; the request will be referred to the Board for a decision on whether or not to grant the permit.

**Rules, Regulations and Policy Statement for  
Properties and Residents In Shadow Bay Subdivision.  
A Registered Document in the County of Montgomery**

**Introduction:**

The following Rules, Regulations, and Policies (the "Rules") are promulgated by the Board of Directors (the "Board") of the Community Improvement Association of Shadow Bay Subdivision Inc. (the "Subdivision"). This document is intended as a statement of the Board's policy regarding the interpretation and enforcement of the Restrictive Covenants (the "Restrictions") applicable to the Subdivision, such Restrictions being filed for record in the Official Public Records of Real Property of Montgomery County Texas under Clerk's File #7946156. This document also spells out the Board's rules and regulations regarding the use of the Subdivision's streets and other common properties.

**Section 1 - Maintenance of Property:**

**1.01 Cleanup of Property**

The Owner of record for each Lot is ultimately responsible for normal maintenance, repair, cleanup, and removal of waste from each Lot. If the need for extraordinary maintenance, repair, cleanup, or removal of waste (as permitted by the 2<sup>nd</sup> paragraph of Section 4.06 of the Restrictions) is due to a willful or negligent act, or the neglect of the Owner of a Lot, his family, guests, invitees or renters, the cost of such extraordinary maintenance, repairs, cleanup, or removal will be added to the regular monthly assessment for each Lot.

The Board is authorized to hire someone to perform the extraordinary maintenance, repair, cleanup, or removal. Any additional charge will be listed separately and included on the next regular statement sent to the Owner.

The Board has absolute discretion to determine where and when such extraordinary maintenance, repair, cleanup, or removal of waste is necessary. Extraordinary maintenance includes, but is not limited to the following:

1. Mowing of grass, lawn, or weeds 8" or more in height
2. After 30 days written notice to the Owner, the skirting of mobile homes in accordance with the regulations.
3. After 30 days written notice to the Owner, any other applicable matters in violation the Restrictions and/or Bylaws determined by the Board to fall within the scope of this rule.

*Community Improvement Association of Shadow Bay*

*P.O. Box 1209*

*Willis, TX 77378*

**1.02 Garbage**

If garbage or trash is not picked up and is left outside until the next garbage pickup day, the Community Improvement Association will arrange to have it picked up and the property owner will be charged a fee of \$50 for the first violation and \$100 for subsequent violations

**1.03 Violation of Deed Restrictions**

Effective immediately, any Property Owner in violation of any of the deed restrictions will be charged a fee of \$50 for the first violation of a specific deed restriction and \$100 for subsequent violations of the same deed restriction.

**1.04 Failure to Notify on Sale of Property**

Effective immediately, any Property Owner who sells property in Shadow Bay and fails to provide the Community Improvement Association with written notice of the sale and the name and mailing address of the new owner, will be charged a fee of \$500 for the first failure to notify on a property sales and \$1,000 on each subsequent failure to notify on that same property.

This rule is necessary to make sure that we are informed on a timely basis when property is sold within our community.

**Section 2 - Dwelling and Exterior:**

**2.01 Additlons, Alterations, Fences, etc.**

No Owner or other person may make any structural alteration or do any exterior repainting or repair of, or addition to his residence that would substantially alter the exterior appearance without the prior written approval of the plans and specifications by the Architectural Control Committee. The Committee will grant its approval if the proposed work will benefit and enhance the subdivision in a manner consistent with the development plan.

No building, fence, wall, or other structure with a height in excess of 24" may be erected or maintained outside of the front building line of each Lot. No exterior addition, including replanting, or other external attachments may be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations have been submitted to and approved in writing by the Architectural Control Committee. Consideration is based upon the harmony of external design and location in relation to surrounding structures and topography.

Any Owner whose residence is damaged by fire or other casualty may apply to the Architectural Control Committee for reconstruction, rebuilding, or repair of the residence in a manner that will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for approval must be made in writing with full and complete plans, specifications, working drawings, and elevations

*Community Improvement Association of Shadow Bay*

*P.O. Box 1209  
Willis, TX 77378*

showing the proposed reconstruction and the end result. The Architectural Control Committee will grant approval only if the design proposed by the Owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Approval of the Architectural Control Committee must be in writing. In the event the Architectural Control Committee fails to approve or disapprove within 20 days after receipt of a request with all accompanying plans and specifications, approval will be deemed to have been given.

#### **2.02 Removal of Mobile Homes**

No mobile home may be removed from the subdivision without the written consent of the Architectural Control Committee. Consent will be granted on request to the Owner of the Lot or the Owner of the mobile home. The request must be accompanied by a "clean-up" deposit of \$500.00 (cash or check), which will be refunded after inspection of the empty Lot by a representative of the Architectural Control Committee. The request for consent must be submitted a minimum of seven (7) days prior to the day of anticipated removal. The deposit will insure that the premises from which the mobile home is removed are in an acceptable condition after the removal. The Board of Directors may waive this requirement with a vote of simple majority.

The Board is authorized to install and maintain security devices at the entrance to the Subdivision or other locations within the Subdivision to secure the collection of the clean-up and street and property damage deposits.

#### **2.03 Driveways**

All improved lots are required to have a driveway leading from the road to the property. The culvert required under the driveway must meet County specifications.

#### **2.04 Fireworks**

A rule to ban the use of Fireworks within Shadow Bay has been in effect for several years. Effective immediately, anyone shooting off fireworks within Shadow Bay will be charged a fee of \$50 for the first violation and \$100 for subsequent violations.

If the person violating the rule is not a resident of Shadow Bay, the property owner will be charged the fee.

#### **2.05 Permit to Move a Home into Shadow Bay**

In order to receive a permit to move a manufactured home into Shadow Bay, the property owner must first pay all money owed on all property he/she owns in Shadow Bay and must also bring all property owned in Shadow Bay into compliance with all of the Deed Restrictions.



*Community Improvement Association of Shadow Bay*  
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Willis, TX 77378

**2.06 Requirements to Move a Home into Shadow Bay**

The Architectural Control Committee, with the agreement of the Board of Directors, has published a list of requirements that must be met in order to move a manufactured home into Shadow Bay. These requirements include a Permit that must be displayed on the property.

No occupants are allowed to move into the dwelling until final inspection and sign-off as required by the published documents.

**Section 3 - Vehicles and Traffic:**

**3.01 Underage Drivers**

No motorized vehicle shall be operated by an underage (under 16 years old) driver on "common areas or streets" within the boundaries of Shadow Bay Subdivision.

This rule will include such vehicles as motorbikes, motorcycles, motor scooters, mopeds, 4-wheelers, go-carts, dirt bikes, golf carts or any other motor-driven vehicle.

**Penalty for Violators:**

**1<sup>ST</sup> Offense – "Warning"**

Offender will be requested to immediately take his vehicle off of the "common area or street" of the Shadow Bay Subdivision.

**2<sup>nd</sup> and Subsequent Offenses – Fee**

The Board will levy a fee of \$100.00 against the vehicle owner.

**3.02 Tandem Axle Vehicles**

No tandem axle vehicles, including semi tractor-trailers, will be allowed in the Subdivision without a permit from the Architectural Control Committee.

Violators will be charged a fee and/or towed.

**3.03 Stop Sign Violation**

Failure to make a complete stop at a stop sign within the Subdivision will result in the vehicle's driver being charged a fee of \$35.00.

If a Shadow Bay Property Owner who is charged such a fee fails to pay, the fee will be added to that owner's regular maintenance bill.

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**3.04 Parking on the Streets**

Motor vehicles shall not be parked on the pavement of the streets. Any vehicle parked on the pavement or within 15 feet of a fire hydrant will be towed.

**3.05 Unlicensed Drivers**

No unlicensed driver will be allowed to operate a motor vehicle within the Subdivision. Violators will be charged a fee of \$100.00.

**3.06 Unlicensed Vehicles**

A car or truck that is not properly licensed or insured is not allowed to be operated within the Subdivision. Violators will be charged a fee of \$50.00.

**3.07 Reckless Driving**

Driving a vehicle in a reckless manner, in a willful or wanton disregard for safety of people or property is a violation. Violators will be charged a fee of \$100.00.

**Section 4 – Renters/Leasing Tenants:**

**4.01 Responsibility of Owners**

Shadow Bay Property Owners are responsible for providing their renters/leasing tenants with copies of the Shadow Bay Deed Restrictions, By Laws, and Rules and for ensuring that their renters/leasing tenants comply with the requirements of the documents listed above.

**4.02 Renters/Leasing Tenants Fees for Violations**

If a Renter or Leasing Tenant fails to pay a Fee that is levied for violation of one of the Shadow Bay Rules, that fee will become the responsibility of the owner of the property and will be added to the owner's regular maintenance bill.

**Section 5 - Animals:**

**5.01 Confinement of Dogs and cats**

All dogs and cats must be confined to the owner's property. No dog or cat will be allowed outside the owner's property except on a leash. Any Dogs or cats that are found

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*P.O. Box 1209*

*Willis, TX 77378*

Outside the owner's property are subject to being picked up. This is in accordance with Montgomery County laws.

If the owner of the dog or cat is known, Shadow Bay will charge that owner a fee of \$50 for the first violation and \$100 for subsequent violations.

**Section 6 – Boat Ramp:**

**6.01 Eligibility for Boat Ramp Key**

All maintenance fees, other fees, liens, or judgments must be paid in full on all lots owned by a Property Owner before the Property Owner is eligible to receive a key to the boat ramp area.

A Property Owner who is 90 days or more past due on any maintenance or other fees is required to pay not only the past due amount, but also pay one year's worth of maintenance fees in advance before receiving a key.

If a Property Owner becomes more than one month late on maintenance fees, that Property Owner is required to relinquish the boat ramp key(s).

**6.02 Vehicles Parked at Boat Ramp Area**

Any vehicle parked at the boat ramp area must display a Shadow Bay Property Owner sticker in the front windshield, or a current Guest Card must be displayed on the dashboard of the vehicle.

**6.03 Responsibility for the Key(s)**

Duplication or loaning the key(s) is not allowed. A \$25 fee will be charged for a lost or stolen key. The key(s) must be returned to Community Improvement Association of Shadow Bay if the person is no longer a Property Owner in Shadow Bay.

**Section 7 – Payment of Fees; Notice and Opportunity for Hearing Before the Board; Fees Charged-to Maintenance Account.**

**7.01 Payment of Fees**

All fees for violations of these Rules shall be due and payable within 30 days after the imposition of such fees.

**7.02 Notice and Opportunity for Hearing Before the Board**

Any person charged with a violation of these Rules shall have the right to appear before the next regular monthly meeting of the Board in order to contest the imposition of the

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fee(s). Such right to be heard shall be conspicuously stated on the citation or other notice of the violation and personally delivered to the violator.

7.03 Fees Charged to Maintenance Account

With respect to violations by an owner, his family members, guests, or renters, if the fee imposed for such violation is not paid within 30 days after the imposition of the fee or within 10 days after the fee is upheld by the Board, the fee will be charged against and added to the owner's maintenance account.

Section 8 – Adoption by the Board and Board Signatures

8.01 Adoption by the Board

These Rules are hereby adopted by the Community Improvement Association of Shadow Bay, Inc. Board of Directors on this 4 day of September, 2007

8.02 Signatures

FOR

AGAINST

Don Price

\_\_\_\_\_

Stuart Peters

\_\_\_\_\_

Ken Wells

\_\_\_\_\_

Marilyn Bauer

\_\_\_\_\_

Robert H. ...

\_\_\_\_\_

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P.O. Box 1209  
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For

Against

J.C. Proske.

J. Sturde

\_\_\_\_\_

\_\_\_\_\_

Community Improvement Association of Shadow Bay, Inc.  
14475 West Leeshore Drive, Willis, Texas 77318  
936-856-4793

**PERMIT FOR ALL OUTSIDE IMPROVEMENTS**

Property Owner's Name \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Written Signature)

Property Address \_\_\_\_\_

Property Owner's Phone Number \_\_\_\_\_

Block: \_\_\_\_\_ Lot(s): \_\_\_\_\_

Requested Improvement \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note: Color(s) of outside Paint and Trim, Shingle or Metal roofing needed for approval of repainting or new roof.**

- \* Permit is good for 90 days from approved date unless otherwise stated.
- \* Property owner is responsible for locating property lines and easements.
- \* Load limits for Shadow Bay streets: **NO EXCEPTIONS!**
  - Dirt, sand or gravel – 8 (eight) yards per truckload
  - Concrete – 6 (six ) yards per truckload

Is a variance being granted with this permit? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please write variance details

Three Architectural Control Committee member signatures required:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

APPROVED \_\_\_\_\_  
(Date)

NOT APPROVED \_\_\_\_\_  
(Date)

*Community Improvement Association of Shadow Bay, Inc.*  
*14475 West Leesshore Dr., Willis, Texas 77318*  
*936-856-4793*

To all property owners who rent their property in Shadow Bay

1. The tenant must be aware of the Deed Restrictions in Shadow Bay and they are expected to abide by these restrictions.
2. If you the owner, want the tenant to use the boat ramp facilities, all requirements for access through the gate must be met. Violation of these requirements will result in tenant's vehicle, if parked at the boat ramp or caught using the boat ramp facilities, will be towed at owner's expense.
3. No inoperable vehicle is allowed to be stored on the property unless it is behind a fence and completely screened from public view. Vehicles are to have current tags, inspection stickers and be capable of operating on Texas highways. We are not a storage facility.
4. If tenant is responsible for keeping the yard and property neat, you must make him aware that he is expected to maintain trash pick-up service (Enviro-Waste at 936-767-4000). Exterior of the residence, porch and yard are to be kept in a neat and orderly manner. Failure to do so will result in owner being billed for necessary maintenance as deemed necessary by the Association.
5. No work, construction, tree cutting or changing the exterior of the property without an approved permit requested by the property owner, not the tenant. This permit is obtained from the Architectural Control Committee. Call the office for details
6. THIS LETTER SHOULD BE PASSED ON TO YOUR TENANT IF YOU ARE THE OWNER OF RENTAL PROPERTY IN SHADOW BAY.

Thank you.

**Community Improvement Association of Shadow Bay, Inc. (CIA)**  
**14475 West Leeshore Dr.**  
**Willis, TX. 77318**  
**936-856-4793**

## **Tips to Homeowners**

Arrange to have any deliveries (mail, newspaper, parcels, etc.) picked up by a friend or neighbor, or have service held by the provider.

Arrange to have the lawn cared for.

Alert neighbors that you are going to be away.

Give a key to a friend or neighbor in case of an emergency (list them as an emergency contact).

Leave interior and exterior lights on (list on form).

Close blinds and curtains.

Be sure all windows and doors are secured, including garage and storage rooms.

Secure any items that usually remain outside (chairs, etc.) that can be easily moved.

You can also contact the Montgomery County Sheriff's (936-760-5800) Department to fill out a similar form and have a Deputy check your residence as time permits.

If you do return home and notice entry has been made into your residence, do not enter the home.

Go to a neighbor's house or use a cellular phone to contact the Montgomery County Sheriff's Department (936-760-5800) and allow them to respond and check the interior of the house for any persons. Also, do not touch any thing, including light switches, doors or doorways, glass, items left outside that may have been touched by someone else.

CIA of Shadow Bay will provide home watch forms to security officer working in the subdivision. The security officer will attempt to check the residence as he/she can. If an open door or window is found, we will attempt to contact the homeowner or emergency contact. If someone is found to be on your property that you did not list on the home watch form, then we will contact you or the emergency contact person to determine if the person has permission to be there. CIA of Shadow Bay does not have the authority to detain any persons and can only call local authorities and provide them with the necessary information.