

Know all men by these presents, that TEJAS ENTERPRISES, (referred herein to as developer) with principal place of business in Crockett, Houston County, Texas, and with offices in Houston, Harris County, Texas, acting herein by and through its offices, is the owner of that certain real property in Houston County, Texas, known as TEJAS SHORES Subdivision, Section No. One (1), a residential subdivision, as shown on plat filed for record in the office of the County Clerk of Houston County, Texas, in Volume 1, Page 122, to which reference is made for a more particular description of the said real property.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in Section One (1) of TEJAS SHORES Subdivision, for the benefit of the present and future owners of said Lots, and for the protection of the property values in the subdivision; and to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all Lots in Section One (1) of the said Subdivision and each Contract or Deed which may be hereafter executed, with regard to any of the Lots in Section One (1) of said Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said Contract or Deed):

RESTRICTIONS, COVENANTS AND CONDITIONS

- LAND USE:**
- 1a. No lot shall be used except for single family residence purposes.
 - 1b. Homes in TEJAS SHORES, Section One (1) may be rented or leased, but to other single families only.
 - 1c. Lots shall not be used for business purposes of any kind, nor for any commercial, manufacturing or apartment house purposes, nor shall any Civic, Fraternal, Church, Company, Association, Corporation or Social Group use any Lot abutting or within TEJAS SHORES, Section One (1), as passage to and from said Lake.
- STRUCTURES:**
- 2a. No building, structure, trailer house, mobile home, out building, improvement, fence or facility shall be erected, placed, altered or permitted to remain upon any lot in Section One (1) of said Subdivision until the plans and specifications have the approval of the undersigned developers, their representatives, or successors.
 - 2b. No building shall be erected with exterior siding of galvanized tin, tar paper, or other like temporary material. All construction must meet compliance with these restrictions on quality of workmanship and materials. They must harmonize in external design with existing structures and as to location with respect to topography and finish grade elevation.
 - 2c. No mobile home may be placed on any lake front lot in Section One (1). Mobile homes may be placed on the interior lots located within Section One (1).
 - 2d. The floor area of all residences, exclusive of open porches and garages, shall be not less than 800 square feet on lots abutting Houston County Lake, and 600 square feet on the interior lots in Section One (1) TEJAS SHORES. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.
 - 2e. No building shall be located on any residential lot nearer than 30 feet to the front lot line or 30 feet from the water lot line. No building shall be located nearer than five (5) feet to an interior lot line or 20 feet to a cornerside lot line.
 - 2f. Any trailer house or mobile home placed upon any lot within said Subdivision, Section One (1), shall be enclosed or skirted in the area between the floor level and the ground, with a suitable and attractive material in such a manner as to hide from view and enclose such area.
 - 2g. Any residence, once commenced, must be "dried in" within six months after start of construction. By the term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner of same hereby gives the Developer the right and authority to enter upon the property upon which such structure is situated and to disassemble said structure and stack same on the premises. The owner or occupant of any such lot agrees, by the purchase or occupation thereof, that said undersigned Developer, shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.
 - 2h. No tent, shack, camper, garage, barn or other out building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot. A camp trailer and/or tent may be used by the owner, only, for not more than 2 week intervals, not to exceed a period of six months, while lot owners home is under construction.
 - 2i. The owners and/or occupants of lot or lots in this Subdivision shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this Subdivision in observing the above requirements, or any of them, undersigned Developer 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, rubbish, salvage, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this Subdivision, to pay such statement immediately upon receipt thereof.
 - 2j. No obstructions to vision shall be placed upon lots at street or road intersections. Any obstruction located within the area of such lot encompassed by the lot lines abutting such street or road and a line extending from a point twenty (20) feet from such corner on the other abutting line shall be and is hereby stated to be an obstruction to vision if it is over four feet in height.
- EASEMENTS:** Lots are purchased subject to easements established or to be established by grant or agreement between Owner and the utility companies furnishing the electric, gas, phone and water utilities.
- NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done hereon which may be or may become an annoyance or a nuisance to the neighborhood.

ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred, or maintained for commercial purposes, but for the use and pleasure of the owners of such lots only.

SEWERAGE: Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Houston County Water Control and Improvement District No. 1, Houston County, Texas. The drainage of septic tanks into a road, street, alley, or other public ditch, or Houston County Lake, either directly or indirectly, is strictly prohibited.

DRAINAGE: Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches diameter pipe culvert, if culvert is needed.

SIGNS: No signs, advertisement, billboard, or advertising structure of any kind, except a "For Sale" sign, may be erected or maintained on any residential lot without the consent in writing of the undersigned Developer. Developers shall have the right to remove any such sign, advertisement, or billboard, or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

PARKING BOATS: No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the road than the building set-back lines.

PARKING CARS: The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.

REPAIR: All residences, docks, and other buildings must be kept in good repair, and painted or kept stained as needed.

FIREARMS: The use or discharge of firearms in the Subdivision is expressly prohibited.

LOT AREA: No residential lot in TEJAS SHORES Section One (1) as platted shall be resubdivided in any manner, except as follows:
Any person or persons owning two or more adjoining lots in Section One (1) may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided that such subdivision or consolidation is approved by the Developer first. The undersigned Developers hereby reserve unto themselves, their successors and assigns, the right to rearrange any unsold lots, to enlarge, to reduce and/or to change the size and/or shape of any such lots and to change the number or numerical order thereof.

GARBAGE & TRASH DISPOSAL: The burning of trash is restricted to burning in a barrel or incinerator designed for that purpose. This is to protect the development against the spread of fire.

PARK AND BASIN AREA:

1. The Park and Basin Area shall be used by the owners of lots in TEJAS SHORES Section One (1), and any other sections of said Subdivision created by the undersigned Developers. This reserved area shall be used as a community and recreational area for the benefit of all owners in TEJAS SHORES Subdivision, and for the benefit of the Subdivision except the boat house expressly owned by the undersigned Developers.
2. Only the owners and/or occupants of lots in TEJAS SHORES, together with their guests, shall be permitted to have the use of the Park and Basin Area and the general public is specifically excluded therefrom, and the maintenance and use thereof shall be under the exclusive control and supervision of the TEJAS SHORES Tribal Council.

TEJAS SHORES TRIBAL COUNCIL:

1. There is hereby created the TEJAS SHORES Tribal Council which shall be composed initially of three council members, these members being the undersigned Developers and one lot or acreage owner. One member shall be elected Chief for a term of one year, the term of office running from July 4 to July 3 each year. Vacancies in the council, at any time, shall be filled by a council vote of the remaining members.
2. TEJAS SHORES Tribal Council shall be the representative of all the property owners in TEJAS SHORES Subdivision in assisting in preservation of property values; and the council shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:
 - a. Collect and expend, in the interest of TEJAS SHORES Subdivision, the Maintenance Fund created in this instrument.
 - b. Enforce these covenants and restrictions by appropriate proceedings.
 - c. Enforce any lien imposed on any lot, lots or acreage in TEJAS SHORES Subdivision by these restrictions.
 - d. The TEJAS SHORES Tribal Council is hereby given express power, right, and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any moneys paid or to be paid into the maintenance fund in connection with the financing of any construction, or in repayment thereof to the developing corporation or any lending agency or institution.

TEJAS SHORES MAINTENANCE FUND: The following provision, whether incorporated in each deed or not, shall be applicable to all residential lots in TEJAS SHORES Subdivision Section One (1).

"The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$24.00 for each lot per year, for the purpose of creating a fund to be known as "TEJAS SHORES MAINTENANCE FUND" to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in TEJAS SHORES, Section One (1), the same to be secured by a Vendors Lien upon said lots, and payable annually on the first day of January of each year in advance and payable starting the following month after closing (prorated) and annually to TEJAS SHORES Tribal Council, at its then Chief's address, as you will be so notified, and said charge and lien are hereby assigned to such committee." "Such annual charge may be adjusted from year to year by said Tribal Council as the needs of the property may, in its judgment, require but in no event shall such charge be raised above \$24.00 per year, unless raised by a majority vote of the lot owners in TEJAS SHORES Subdivision."

"Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the of the following purposes: lighting, improving and maintaining the roads, parks, or swimming area, ramps, boat landings, boat house, rest rooms, dressing rooms and other similar recreational facilities; and doing any other thing necessary or desirable in the opinion of said Tribal Council to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of said Tribal Council in the expenditure of said fund shall be final so long as such judgment is exercised in good faith."

When, as, and if other sections of TEJAS SHORES Subdivision are developed and a maintenance charge collected from the lots or acreages therein, the same as the foregoing, then the Maintenance Fund, composed of charges collected from the several owners of the several sections, shall be expended for the purposes above enumerated in all of the sections of TEJAS SHORES Subdivision paying such maintenance charge to such Tribal Council. Such maintenance charge shall in any event extend for a period of twenty years, and shall be extended automatically for successive periods of ten (10) years, unless the then owners of a majority of the lots in said Subdivision paying such charge vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by a majority of the owners in said Subdivision as evidenced by instruments of record in the Deed Records of Houston County, Texas.

Purchaser agrees and consents to, and joins in, such maintenance charge by the acceptance of this contract, with the understanding that Developers have no obligations to install lighting, or to furnish maintenance or to do any other thing described herein other than from maintenance funds.

It is specifically provided that any lien for improvements placed upon TEJAS SHORES Subdivision or any part thereof by the Developers, their successors, assigns or nominees, shall be a first and prior lien, and that these restrictions (notwithstanding anything to the contrary contained herein) shall be inferior to and subordinate to such lien which shall take the property free and clear of these restrictions, covenants and conditions contained herein.

It is further understood that as soon as all of the lots or acreages in TEJAS SHORES Subdivision are sold, or sooner at the discretion of the Developers, but in no event longer than five (5) years from the date hereof, that the full control and responsibility of administrating and collecting Maintenance Fund money will be up to the then lot owners or acreage owners of TEJAS SHORES Subdivision. The original owners and developers will turn over all improvements to the TEJAS SHORES Tribal Council to run as they see fit from that day forward.

- WATER CONTROL & IMPROVEMENT DISTRICT:** All uses of the land within said Subdivision shall comply with all of the rules and regulations of the Houston County Water Control and Improvement District No. 1, applying to Houston County Lake, whether they are now in force or become effective thereafter, and such compliance is a requirement of these restrictive covenants and failure to so comply shall be deemed a violation of these restrictions.
- TERMINATION:** These covenants are to run with the land, and shall be binding on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Houston County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.
- ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said Subdivision.
- INVALIDITY:** Invalidation of any one of these covenants by judgment, or court order, or otherwise, shall in no way effect any other covenants, restrictions, or conditions, but all such other covenants, restrictions, or conditions shall continue and remain in full force and effect.
- HEADINGS:** All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants, or conditions herein contained.

In formulating conditions, covenants, restrictions, and warranties as hereinabove set out, it is the intention of Owner herein that this instrument, taken with the original conditions, covenants, restrictions and warranties, where not in conflict herewith, and the maps and plats heretofore referred to, and the approval hereof by the Commissioner's Court of Houston County, Texas, as reflected by certified copy thereof in writing appearing of record in Volume _____, Page _____ of the Deed Records of Houston County, Texas, shall be the complete dedication for the use of the Owner within said dedicated Subdivisions, and any additions or extensions thereof, and shall bind all said parties, their heirs or assigns, for the time and in the manner as hereinabove provided.

WITNESS our hands this 4th day of May, 1972.

TEJAS ENTERPRISES

BY: Vann E. Murray
(V. E. MURRAY)

Robert A. Ehlers
(ROBERT A. EHLERS) DEVELOPERS



Filed for Record on the 22 day of May, A.D., 1972, at 10:40 o'clock A.

Duly Recorded this the 2d day of May, A.D., 1972, at 9:00 o'clock A M.

Instrument No. 2252 John C. Smith, County Clerk
Houston County, Texas

430

By Murray Deputy

CERTIFICATION OF RATIFICATION OF AMENDMENT TO RESTRICTIVE COVENANTS FOR TEXAS SHORES, SECTION 1

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

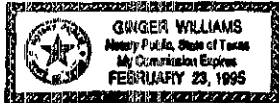
Before me, the undersigned authority, on this day personally appeared Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council, known to me to be a credible person, who after by me being duly sworn on oath deposes and says that the following facts are true and correct, to-wit:

That the undersigned is current Chief and Secretary for Tejas Shores Tribal Council for Tejas Shores, Section 1. That an amendment to the Restrictive Covenants for Tejas Shores, Section 1 was submitted to the lot owners, said amendment to the Restrictive Covenants being more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference as if set forth verbatim herein. The undersigned, as Chief of Tejas Shores Tribal Council, Section 1, does hereby certify that the amendments were adopted by a majority of the owners of lots in said section, by execution of a written approval and consent to the amendment to the Restrictive Covenants, said written consent being given in the form as set forth in Exhibit "B" attached hereto.

Further, the undersigned does hereby certify that the originals of said Ratifications to the Amendment of the Restrictive Covenants are held by the Tribal Council and available for review and inspection upon reasonable notice and request through the office of the secretary of said Tribal Council.

[Signature]
PETER J. BARRETT
CHIEF AND SECRETARY OF
TEXAS SHORES TRIBAL COUNCIL

SWORN TO AND SUBSCRIBED before me this 28th day of February, 1992, by Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council.



[Signature]
Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of February, 1992, by Peter J. Barrett, Chief of Tejas Shores Tribal Council.



[Signature]
Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

BEFORE ME, the undersigned authority, on this day personally appeared Gordon L. Brannaka, Co-Chief and Treasurer of Tejas Shores Tribal Council, known to me to be a credible person, who, after by me being duly sworn on oath deposes and says that the following facts are true and correct:

That the undersigned has read the foregoing Affidavit made by Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council, and knows the facts contained therein to be true and correct.

[Signature]
GORDON L. BRANNAKA
CO-CHIEF AND TREASURER OF
TEXAS SHORES TRIBAL COUNCIL

SWORN TO AND SUBSCRIBED before me this 28th day of February, 1992, by Gordon L. Brannaka, Co-Chief and Treasurer of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of February, 1992, by Gordon L. Brannaka, Co-Chief and Treasurer of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

BEFORE ME, the undersigned authority, on this day personally appeared June Chase, Member of Tejas Shores Tribal Council, known to me to be a credible person, who, after by me being duly sworn on oath deposes and says that the following facts are true and correct:

That the undersigned has read the foregoing Affidavit made by Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council, and knows the facts contained therein to be true and correct.

June Chase
JUNE CHASE
MEMBER,
TEXAS SHORES TRIBAL COUNCIL

SWORN TO AND SUBSCRIBED before me this 28th day of February, 1992, by June Chase, Member of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of February, 1992, by June Chase, Member of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

TEJAS SHORES

THE STATE OF TEXAS)

COUNTY OF HOUSTON)

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, being a majority of the owners of lots within Tejas Shores, Section 1, a subdivision in Houston County, Texas, according to the map or plat thereof recorded in Volume 1, Page 177, Houston County Plat Records, do hereby adopt the following amendments to the Residential Covenants and Restrictions of Tejas Shores, Section 1, as of the effective date hereinafter set forth.

PURPOSE

The undersigned do hereby adopt the following amendments for the purpose of amending the Residential Covenants and Restrictions of Tejas Shores, Section 1, in its entirety, and, by our signatures affixed hereto do hereby delete and amend the current restrictions as the same are evidenced by that certain instrument dated May 4, 1972, recorded in Volume 495, Page 426, Houston County Deed Records.

Further, the undersigned by our signatures affixed hereto, do hereby incorporate and consolidate the restrictive covenants as hereinafter set forth with the Residential Covenants and Restrictions of Tejas Shores, Section 1A, Tejas Shores Section 2, Tejas Shores Section 3, subject to the written approval of such consolidation by the owners of a majority of the lots in Tejas Shores Section 1A, Tejas Shores Section 2, and Tejas Shores Section 3. Provided however, in the event a majority of the owners of lots in any one or more of the subdivisions referenced hereinabove should fail for any reason to adopt such a plan of consolidation of restrictive covenants, the failure thereof shall not operate to invalidate the amendments set forth in this agreement.

Further, it is the intention of the undersigned to create a single Property Owners Association, hereinafter called Tejas Shores Tribal Council, for the supervision and management of the duties for said Property Owners association as hereinafter set forth, for the following subdivisions, to-wit:

Tejas Shores Section 1 as recorded in Volume 1, Page 177, Houston County Plat Records.

Tejas Shores Section 1A as recorded in Volume 1, Page 182, Houston County Plat Records.

Tejas Shores Section 2 as recorded in Volume 1, Page 178, Houston County Plat Records.

Tejas Shores Section 3 as recorded in Volume 1, Page 183, Houston County Plat Records.

RESTRICTIONS, COVENANTS AND CONDITIONS

I. DEFINITIONS:

- 1.1 "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.2 "Properties" shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Tejas Shores Tribal Council.
- 1.3 "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 1, Page 177 of the Plat Records of Houston County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.
- 1.4 "Association" where used herein or "Tejas Shores Tribal Council" where the same appears herein shall mean the Property Owners Association which shall have the formal name of Tejas Shores Tribal Council.
- 1.5 "Subdivision" where used herein shall refer to Tejas Shores Section 1 and such other lands or subdivisions that shall elect to incorporate, consolidate or come under the terms, covenants and conditions set forth herein.

II. LAND USE:

- 2.1. No lot shall be used except for single family residence purposes.
- 2.2. Homes in Tejas Shores may be rented or leased, but to other single families only.
- 2.3. Lots shall not be used for business purposes of any kind, nor for any commercial, manufacturing or apartment house purposes.

III. STRUCTURES:

3.1. No building, structure, trailer house, mobile home, out building, improvement, fence or facility shall be erected, placed, altered or permitted to remain upon any lot in said subdivision until the plans and specifications have the approval of the Association, its representatives or successors.

3.2. No building shall be erected with exterior siding of galvanized tin, tar paper or other like temporary material. All construction must meet compliance with these restrictions on quality of workmanship and materials. They must harmonize in external design with existing structures and as to location with respect to topography and finish grade elevation.

3.3. No mobile home may be placed on any lake front lot. Mobile homes may be placed on the interior lots of the subdivision.

3.4. The floor area of all residences, exclusive of open porches and garages, shall not be less than 800 square feet on lots abutting Houston County Lake, and 800 square feet on the interior lots in Section I Tejas Shores. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.

3.5. No building shall be located on any residential lot nearer than 30 feet to the front lot line or 30 feet from the water lot line. No building shall be located nearer than five (5) feet to an interior lot line or 20 feet to a cornerside lot line.

3.6. Any trailer house or mobile home placed upon any lot within said subdivision shall be enclosed or skirted in the area between the floor level and the ground, with a suitable and attractive material in such a manner as to hide from view and enclose such area.

3.7. Any residence, once commenced, must be "dried in" within six months after start of construction. The term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner of same hereby gives the Tejas Shores Tribal Council the right and authority to enter upon the property upon which such structure is situated and to disassemble such structure and stack same on the premises. The owner or occupant of any such lot agrees, by the purchase or occupation thereof, that said Association shall not be liable in trespass or otherwise, in entering upon and disassembling any such structures.

3.8. No tent, shack, camper, garage, barn or other out building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way on any lot. A camp trailer and/or tent may be used by the owner only, for not more than two week intervals, not to exceed a period of six months, while lot owner's home is under construction. This is not to preclude the parking of recreational vehicles upon owner's property for convenience after the permanent residence has been constructed, provided the vehicle is not itself used as a place of residence.

3.9. The owners and/or occupants of lot or lots in Tejas Shores subdivision shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, the Tejas Shores Tribal Council 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, rubbish, salvage, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision, to pay such statement immediately upon receipt thereof.

3.10. No obstructions to vision shall be placed upon lots at street or road intersections. Any obstruction located within the area of such lot encompassed by the lot lines abutting such street or road and a line extending from a point twenty (20) feet from such corner on the other abutting line shall be and is hereby stated to be an obstruction to vision if it is over four feet in height.

IV. EASEMENTS:

lots are purchased subject to easements established or to be established by grant or agreement between owner and the utility companies furnishing the electric, gas, phone and water utilities

V. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done hereon which may be or may become an annoyance or a nuisance to the neighborhood.

VI. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred or maintained for commercial purposes, but for the use and pleasure of the owners of such lots only.

VII. SEWAGE:

Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Houston County Water Control and Improvement District No. 1, Houston County, Texas. The drainage of septic tanks into a road, street, alley or other public ditch, or Houston County Lake, either directly or indirectly, is strictly prohibited.

VIII. DRAINAGE:

Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches diameter pipe culvert, if culvert is needed

IX. SIGNS:

No advertisement, billboard, or advertising structure of any kind, except a "For Sale" sign, may be erected or maintained on any residential lot without the consent, in writing, of the Tejas Shores Tribal Council. The Council shall have the right to remove any such sign, advertisement, billboard or advertising structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

X. PARKING BOATS:

No boats, boat trailers or boat rigging shall ever be parked, except temporarily, nearer to the road than the building set-back lines.

XI. PARKING CARS:

The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.

XII. REPAIRS:

All residences, docks and other buildings must be kept in good repair, and painted or kept stained, as needed.

XIII. FIREARMS:

The use or discharge of firearms in the Subdivision, for any reason, is expressly prohibited.

XIV. LOT AREA:

No residential lot in Tejas Shores Subdivision, as platted, shall be resubdivided in any manner, except as follows: Any person or persons owning two or more adjoining lots may consolidate such lots with the privilege of placing or constructing improvements on such such consolidation, provided that such consolidation and each improvement planned for construction is first approved by the Association.

XV. TIMBER:

No trees or timber may be cut or sold for commercial purposes from any subdivision lands provided however that this limitation shall not operate to prevent an owner from sale of timber from that portion of the lot or lots upon which improvements shall be constructed.

XVI. GARBAGE AND TRASH DISPOSAL:

The burning of trash is restricted to burning in a barrel or incinerator designed for that purpose. Burning trash shall not be left unattended. This is to protect the development from the spread of fire.

XVII. PARK AND BASIN AREA:

17.1. The Park and Basin Area shall be used by the owners of lots in Tejas Shores Subdivision and their guests. This reserved area is a community and recreational area for the benefit of all the lot owners in the Subdivision. The boat house is the property of the Tejas Shores Tribal Council available for rental to lot owners by lease agreement with Tejas Shores Tribal Council.

17.2. Only the owners and/or occupants of lots in Tejas Shores, together with their guests, shall be permitted to have the use of The Park and Basin Area and the general public is specifically excluded therefrom, and the maintenance and use thereof shall be under the exclusive control and supervision of the Tejas Shores Tribal Council. The Council will, from time to time, put into effect and revise, as needed, rules for the use and maintenance of the Park and Basin Area, including, but not limited to, a schedule of deposit(s) and fees to cover clean-up and usages.

XVIII. TEJAS SHORES TRIBAL COUNCIL:

18.1. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject to maintenance charge by the Tejas Shores Tribal Council, including contract sellers, shall be a member of the Tejas Shores Tribal Council. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Council. Ownership of such land shall be the sole qualification for membership.

18.2. Members of the Council shall be entitled to one vote for each lot in which they hold the interest required for membership in 18.1, above. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

18.3. The Governing Board of the Texas Shores Tribal Council shall be composed of a minimum of three officers, representing each section of the Subdivision. Officers of the Council shall serve without pay or bond and shall be held harmless by the Council in any legal action arising from their service. All officers shall be elected by a majority of members of the Council who are voting in person or by proxy, at a meeting duly called for that purpose. One officer shall be elected President of the Council and the term of office for all elected officers shall be three (3) years, running from July 4 to July 3. Vacancies on the board of officers, at any time shall be filled by a vote of the remaining officers.

18.4. The Governing Board of the Texas Shores Tribal Council shall be representative of all the property owners in the subdivision in assisting in preservation of property values and shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:

- A. Collect and expend, in the interest of the Subdivision, the maintenance fund created in this instrument.
- B. Enforce these covenants and restrictions by appropriate proceedings.
- C. Enforce any lien imposed on any lot, lots or acreage in Texas Shores Subdivision by these restrictions.
- D. The Texas Shores Tribal Council has express power, right, and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any monies paid or to be paid into the maintenance fund in connection with the financing of any construction, or in repayment thereof to the developing corporation or any lending agency or institution.

XIX. TEXAS SHORES MAINTENANCE FUND:

19.1. The following provision, whether incorporated in each deed or not, shall be applicable to all residential lots in Texas Shores Section 1:

"The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$50.00 for each lot per year, for the purpose of creating a fund to be known as TEXAS SHORES MAINTENANCE FUND to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in Texas Shores Section 1, the same to be secured by a vendors' lien upon said lots, and payable annually on the first day of January of each year in advance and payable starting the following month after closing (pro-rated) and annually to Texas Shores Tribal Council, at its then President's address, as you will be so notified, and said charge and lien are hereby assigned to such committee. Such annual charge may be adjusted from year to year by the Council as needs of the property may, in its judgement, require by a vote of a majority of the members of the Council who are voting in person or by proxy, at a meeting duly called for this purpose."

19.2. Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving and maintaining the roads, parks or swimming area, ramps, docks, rest rooms and other similar recreational facilities; and doing any other thing necessary or desirable in the opinion of the Governing Board of said Council to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgement of the Governing Board in the expenditure of said fund shall be final as long as such judgement is exercised in good faith.

19.3. Such maintenance charge shall be extended indefinitely and automatically unless the owners of a majority of the lots in said Subdivision paying such charge vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by a majority of the then owners in said Subdivision as evidenced by instrument of record in the Deed Records of Houston County, Texas.

19.4. Purchaser agrees and consents to, and joins in, such maintenance charge by the acceptance of this contract, with the understanding that the Council has no obligation to install lighting, or to furnish maintenance or to do any other thing described herein other than from the maintenance fund.

19.5. It is specifically provided that any lien for improvements placed upon Texas Shores Subdivision or any part thereof by the Developers, their successors, assigns or nominees, shall be a first and prior lien and that these restrictions, notwithstanding anything to the contrary contained herein, shall be inferior to and subordinate to such lien which shall take the property free and clear of these restrictions, covenants and conditions contained herein.

XX. WATER CONTROL AND IMPROVEMENT DISTRICT:

All uses of the land within said Subdivision shall comply with all of the rules and regulations of the Houston County Water Control and Improvement District No. 1, applying to Houston County Lake, whether they are now in force or become effective thereafter, and such compliance is a requirement of these restrictive covenants and failure to comply shall be deemed a violation of these restrictions.

XXI. AMENDMENT AND TERMINATION:

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of ten (10) years from the date these covenants are recorded with the County Clerk of Houston County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority

of the owners of the lots, who voted in person or by proxy at a meeting called for that purpose, has been recorded, agreeing to change such covenants. Termination of these covenants must be evidenced by a written instrument signed by a majority of the owners of the lots and duly recorded with the County Clerk of Houston County, Texas.

XIII. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said Subdivision.

XIII. INVALIDITY:

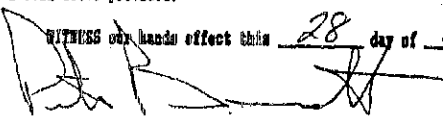
Invalidation of any one of these covenants by judgement, or court order, or otherwise, shall in no way affect any other covenants, restrictions or conditions, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

XIV. HEADINGS:

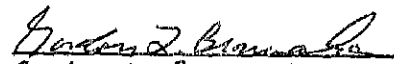
All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the conditions, restrictions or covenants herein contained.

In formulating and revising conditions, covenants, restrictions and warranties as hereinabove set out, it is the intention of the Council that this instrument, taken with the original conditions, covenants, restrictions and warranties, were not in conflict herewith, and the maps and plats heretofore referred to, and the approval hereof by the Commissioners' Court of Houston County, Texas, as reflected by certified copy thereof in writing appearing of record in the Deed Records of Houston County, Texas, shall be the complete dedication for the use of the Council within said dedicated subdivision, and additions or extensions thereof, and shall bind all said parties, their heirs or assigns, for the time and in the manner as herein above provided.

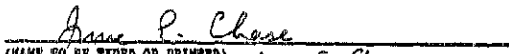
WITNESS our hands effect this 28 day of Feb, 1992



PETER BARRETT, CHIEF TEJAS SHORES
TRIBAL COUNCIL




Gordon L. Brannaka



(NAME TO BE TYPED OR PRINTED) June E. Chase

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of Feb, 1992, by Peter Barrett,
Gordon L. Brannaka + June E. Chase.



Notary Public, State of Texas
My Commission expires:



Exhibit "A"

TEJAS SHORES

2076

THE STATE OF TEXAS)

COUNTY OF HOUSTON)

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, being a majority of the owners of lots within Tejas Shores, Section 1A, a subdivision in Houston County, Texas, according to the map or plat thereof recorded in Volume 1, Page 182, Houston County Plat Records, do hereby adopt the following amendments to the Residential Covenants and Restrictions of Tejas Shores, Section 1A, as of the effective date hereinafter set forth.

PURPOSE

The undersigned do hereby adopt the following amendments for the purpose of amending the Residential Covenants and Restrictions of Tejas Shores, Section 1A, in its entirety, and, by our signatures affixed hereto do hereby delete and amend the current restrictions as the same are evidenced by that certain instrument dated May 4, 1972, recorded in Volume 495, Page 428, Houston County Deed Records.

Further, the undersigned by our signatures affixed hereto, do hereby incorporate and consolidate the restrictive covenants as hereinafter set forth with the Residential Covenants and Restrictions of Tejas Shores, Section 1, Tejas Shores Section 2, Tejas Shores Section 3, subject to the written approval of such consolidation by the owners of a majority of the lots in Tejas Shores Section 1, Tejas Shores Section 2, and Tejas Shores Section 3. Provided however, in the event a majority of the owners of lots in any one or more of the subdivisions referenced hereinabove should fail for any reason to adopt such a plan of consolidation of restrictive covenants, the failure thereof shall not operate to invalidate the amendments set forth in this agreement.

Further, it is the intention of the undersigned to create a single Property Owners Association, hereinafter called Tejas Shores Tribal Council, for the supervision and management of the duties for said Property Owners association as hereinafter set forth, for the following subdivisions, to-wit:

Tejas Shores Section 1 as recorded in Volume 1, Page 177, Houston County Plat Records.

Tejas Shores Section 1A as recorded in Volume 1, Page 182, Houston County Plat Records.

Tejas Shores Section 2 as recorded in Volume 1, Page 178, Houston County Plat Records.

Tejas Shores Section 3 as recorded in Volume 1, Page 183, Houston County Plat Records.

RESTRICTIONS, COVENANTS AND CONDITIONS

I. DEFINITIONS:

1.1 "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.2 "Properties" shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Tejas Shores Tribal Council.

1.3 "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 1, Page 177 of the Plat Records of Houston County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

1.4 "Association" where used herein or "Tejas Shores Tribal Council" where the same appears herein shall mean the Property Owners Association which shall have the formal name of Tejas Shores Tribal Council.

1.5 "Subdivision" where used herein shall refer to Tejas Shores Section 1A and such other lands or subdivisions that shall elect to incorporate, consolidate or come under the terms, covenants and conditions set forth herein.

II. LAND USE:

2.1. No lot shall be used except for single family residence purposes.

2.2. Houses in Tejas Shores may be rented or leased, but to other single families only.

2.3. Lots shall not be used for business purposes of any kind, nor for any commercial, manufacturing or apartment house purposes.

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III. STRUCTURE:

- 3.1. No building, structure, trailer house, mobile home, out building, improvement, fence or facility shall be erected, placed, altered or permitted to remain upon any lot in said subdivision until the plans and specifications have the approval of the Association, its representatives or successors.
- 3.2. No building shall be erected with exterior siding of galvanized tin, tar paper or other like temporary material. All construction must meet compliance with these restrictions on quality of workmanship and materials. They must harmonize in external design with existing structures and as to location with respect to topography and finish grade elevation.
- 3.3. No mobile home may be placed on any lake front lot. Mobile homes may be placed on the interior lots of the subdivision.
- 3.4. The floor area of all residences, exclusive of open porches and garages, shall not be less than 600 square feet on lots abutting Houston County Lake, and 600 square feet on the interior lots in Section 1A Tejas Shores. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.
- 3.5. No building shall be located on any residential lot nearer than 30 feet to the front lot line or 30 feet from the water lot line. No building shall be located nearer than five (5) feet to an interior lot line or 20 feet to a cornerside lot line.
- 3.6. Any trailer house or mobile home placed upon any lot within said subdivision shall be enclosed or skirted in the area between the floor level and the ground, with a suitable and attractive material in such a manner as to hide from view and enclose such area.
- 3.7. Any residence, once commenced, must be "dried in" within six months after start of construction. The term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner of same hereby gives the Tejas Shores Tribal Council the right and authority to enter upon the property upon which such structure is situated and to disassemble such structure and stack same on the premises. The owner or occupant of any such lot agrees, by the purchase or occupation thereof, that said Association shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.
- 3.8. No tent, shack, camper, garage, barn or other out building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way on any lot. A camp trailer and/or tent may be used by the owner only, for not more than two week intervals, not to exceed a period of six months, while lot owner's home is under construction. This is not to preclude the parking of recreational vehicles upon owner's property for convenience after the permanent residence has been constructed, provided the vehicle is not itself used as a place of residence.
- 3.9. The owners and/or occupants of lot or lots in Tejas Shores subdivision shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, the Tejas Shores Tribal Council 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, rubbish, salvage, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision, to pay such statement immediately upon receipt thereof.
- 3.10. No obstructions to vision shall be placed upon lots at street or road intersections. Any obstruction located within the area of such lot encompassed by the lot lines abutting such street or road and a line extending from a point twenty (20) feet from such corner on the other abutting line shall be and is hereby stated to be an obstruction to vision if it is over four feet in height.

IV. EASEMENTS:

lots are purchased subject to easements established or to be established by grant or agreement between owner and the utility companies furnishing the electric, gas, phone and water utilities

V. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done hereon which may be or may become an annoyance or a nuisance to the neighborhood.

VI. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred or maintained for commercial purposes, but for the use and pleasure of the owners of such lots only.

VII. SEWAGE:

Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Houston County Water Control and Improvement District No. 1, Houston County, Texas. The drainage of septic tanks into a road, street, alley or other public ditch, or Houston County Lake, either directly or indirectly, is strictly prohibited.

VIII. DRAINAGE:

Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches diameter pipe culvert, if culvert is needed

IX. SIGNS:

No advertisement, billboard, or advertising structure of any kind, except a "For Sale" sign, may be erected or maintained on any residential lot without the consent, in writing, of the Tejas Shores Tribal Council. The Council shall have the right to remove any such sign, advertisement, billboard or advertising structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

X. PARKING BOATS:

No boats, boat trailers or boat rigging shall ever be parked, except temporarily, nearer to the road than the building set-back lines.

XI. PARKING CARS:

The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.

XII. REPAIR:

All residences, docks and other buildings must be kept in good repair, and painted or kept stained, as needed.

XIII. FIREARMS:

The use or discharge of firearms in the Subdivision, for any reason, is expressly prohibited.

XIV. LOT AREA:

No residential lot in Tejas Shores Subdivision, as platted, shall be resubdivided in any manner, except as follows: Any person or persons owning two or more adjoining lots may consolidate such lots with the privilege of placing or constructing improvements on each such consolidation, provided that such consolidation and each improvement planned for construction is first approved by the Association.

XV. TIMBER:

No trees or timber may be cut or sold for commercial purposes from any subdivision lands provided however that this limitation shall not operate to prevent an owner from sale of timber from that portion of the lot or lots upon which improvements shall be constructed.

XVI. GARBAGE AND TRASH DISPOSAL:

The burning of trash is restricted to burning in a barrel or incinerator designed for that purpose. Burning trash shall not be left unattended. This is to protect the development from the spread of fire.

XVII. PARK AND BASIN AREA:

17.1. The Park and Basin Area shall be used by the owners of lots in Tejas Shores Subdivision and their guests. This reserved area is a community and recreational area for the benefit of all the lot owners in the Subdivision. The boat house is the property of the Tejas Shores Tribal Council available for rental to lot owners by lease agreement with Tejas Shores Tribal Council.

17.2. Only the owners and/or occupants of lots in Tejas Shores, together with their guests, shall be permitted to have the use of The Park and Basin Area and the general public is specifically excluded therefrom, and the maintenance and use thereof shall be under the exclusive control and supervision of the Tejas Shores Tribal Council. The Council will, from time to time, put into effect and revise, as needed, rules for the use and maintenance of the Park and Basin Area, including, but not limited to, a schedule of deposit(s) and fees to cover clean-up and usages.

XVIII. TEJAS SHORES TRIBAL COUNCIL:

18.1. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject to maintenance charge by the Tejas Shores Tribal Council, including contract sellers, shall be a member of the Tejas Shores Tribal Council. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Council. Ownership of such land shall be the sole qualification for membership.

18.2. Members of the Council shall be entitled to one vote for each lot in which they hold the interest required for membership in 18.1, above. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

18.3. The Governing Board of The Tejas Shores Tribal Council shall be composed of a minimum of three officers, representing each section of the Subdivision. Officers of the Council shall serve without pay or bond and shall be held harmless by the Council in any legal action arising from their service. All officers shall be elected by a majority of members of the Council who are voting in person or by proxy, at a meeting duly called for that purpose. One officer shall be elected President of the Council and the term of office for all elected officers shall be three (3) years, running from July 4 to July 3. Vacancies on the board of officers, at any time shall be filled by a vote of the remaining officers.

18.4. The Governing Board of the Tejas Shores Tribal Council shall be representative of all the property owners in the subdivision in assisting in preservation of property values and shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:

- A. Collect and expend, in the interest of the Subdivision, the maintenance fund created in this instrument.
- B. Enforce these covenants and restrictions by appropriate proceedings.
- C. Enforce any lien imposed on any lot, lots or acreage in Tejas Shores Subdivision by these restrictions.
- D. The Tejas Shores Tribal Council has express power, right, and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any monies paid or to be paid into the maintenance fund in connection with the financing of any construction, or in repayment thereof to the developing corporation or any lending agency or institution.

XII. TEJAS SHORES MAINTENANCE FUND:

19.1. The following provision, whether incorporated in each deed or not, shall be applicable to all residential lots in Tejas Shores Section 1A:

"The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$36.00 for each lot per year, for the purpose of creating a fund to be known as TEJAS SHORES MAINTENANCE FUND to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in Tejas Shores Section 1A, the same to be secured by a vendors' lien upon said lots, and payable annually on the first day of January of each year in advance and payable starting the following month after closing (prorated) and annually to Tejas Shores Tribal Council, at its then President's address, as you will be so notified, and said charge and lien are hereby assigned to such committee. Such annual charge may be adjusted from year to year by the Council as needs of the property may, in its judgement, require by a vote of a majority of the members of the Council who are voting in person or by proxy, at a meeting duly called for this purpose."

19.2. Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving and maintaining the roads, parks or swimming areas, ramps, docks, rest rooms and other similar recreational facilities; and doing any other thing necessary or desirable in the opinion of the Governing Board of said Council to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgement of the Governing Board in the expenditure of said fund shall be final so long as such judgement is exercised in good faith.

19.3. Such maintenance charge shall be extended indefinitely and automatically unless the owners of a majority of the lots in said Subdivision paying such charge vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by a majority of the then owners in said Subdivision as evidenced by instrument of record in the Deed Records of Houston County, Texas.

19.4. Purchaser agrees and consents to, and joins in, such maintenance charge by the acceptance of this contract, with the understanding that the Council has no obligation to install lighting, or to furnish maintenance or to do any other thing described herein other than from the maintenance fund.

19.5. It is specifically provided that any lien for improvements placed upon Tejas Shores Subdivision or any part thereof by the Developers, their successors, assigns or nominees, shall be a first and prior lien and that these restrictions, notwithstanding anything to the contrary contained herein, shall be inferior to and subordinate to such lien which shall take the property free and clear of these restrictions, covenants and conditions contained herein.

XIII. WATER CONTROL AND IMPROVEMENT DISTRICT:

All uses of the land within said Subdivision shall comply with all of the rules and regulations of the Houston County Water Control and Improvement District No. 1, applying to Houston County Lake, whether they are now in force or become effective thereafter, and such compliance is a requirement of these restrictive covenants and failure to comply shall be deemed a violation of these restrictions.

XIV. AMENDMENT AND TERMINATION:

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of ten (10) years from the date these covenants are recorded with the County Clerk of Houston County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority

of the owners of the lots, who voted in person or by proxy at a meeting called for that purpose, has been recorded, agreeing to change such covenants. Termination of these covenants must be evidenced by a written instrument signed by a majority of the owners of the lots and duly recorded with the County Clerk of Houston County, Texas.

XXII. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said Subdivision.

XXIII. INVALIDITY:

Invalidation of any one of these covenants by judgement, or court order, or otherwise, shall in no way affect any other covenants, restrictions or conditions, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

XXIV. HEADINGS:

All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the conditions, restrictions or covenants herein contained.

In formulating and revising conditions, covenants, restrictions and warranties as hereinabove set out, it is the intention of the Council that this instrument, taken with the original conditions, covenants, restrictions and warranties, were not in conflict herewith, and the maps and plats heretofore referred to, and the approval hereof by the Commissioners' Court of Houston County, Texas, as reflected by certified copy thereof in writing appearing of record in the Deed Records of Houston County, Texas, shall be the complete dedication for the use of the Council within said dedicated subdivision, and additions or extensions thereof, and shall bind all said parties, their heirs or assigns, for the time and in the manner as herein above provided.

WITNESS our hands effect this 28 day of Feb, 1992

Peter Barrett
PETER BARRETT, CHIEF TEXAS SHORES
TRIBAL COUNCIL

Gordon L. Brannaka
Gordon L. Brannaka

June E. Chase
(NAME TO BE TYPED OR PRINTED) June E. Chase

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of Feb, 1992, by Peter Barrett, Gordon L. Brannaka & June E. Chase.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

Exhibit "A"
VOL 0977 PAGE 801

CERTIFICATION OF RATIFICATION OF AMENDMENT TO RESTRICTIVE COVENANTS FOR TEJAS SHORES, SECTION 1A

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

Before me, the undersigned authority, on this day personally appeared Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council, known to me to be a credible person, who after by me being duly sworn on oath deposes and says that the following facts are true and correct, to-wit:

That the undersigned is current Chief and Secretary for Tejas Shores Tribal Council for Tejas Shores, Section 1A. That an Amendment to the Restrictive Covenants for Tejas Shores, Section 1A was submitted to the lot owners, said Amendment to the Restrictive Covenants being more particularly set forth in Exhibit "A" attached hereto and incorporated hereto by reference as if set forth verbatim herein. The undersigned, as Chief of Tejas Shores Tribal Council, Section 1A, does hereby certify that the amendments were adopted by a majority of the owners of lots in said section, by exception of a written approval and consent to the Amendment to the Restrictive Covenants, said written consent being given in the form as set forth in Exhibit "B" attached hereto.

Further, the undersigned does hereby certify that the originals of said Ratifications to the Amendment of the Restrictive Covenants are held by the Tribal Council and available for review and inspection upon reasonable notice and request through the office of the secretary of said Tribal Council.

[Signature]
PETER J. BARRETT
CHIEF AND SECRETARY OF
TEJAS SHORES TRIBAL COUNCIL

SWORN TO AND SUBSCRIBED before me this 28th day of February, 1992, by Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of February, 1992, by Peter J. Barrett, Chief of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

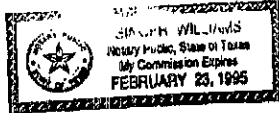
THE STATE OF TEXAS)
COUNTY OF HOUSTON)

BEFORE ME, the undersigned authority, on this day personally appeared Gordon L. Brannaka, Co-Chief and Treasurer of Tejas Shores Tribal Council, known to me to be a credible person, who, after by me being duly sworn on oath deposes and says that the following facts are true and correct:

That the undersigned has read the foregoing Affidavit made by Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council, and knows the facts contained therein to be true and correct.

Gordon L. Brannaka
GORDON L. BRANNAKA
CO-CHIEF AND TREASURER OF
TEJAS SHORES TRIBAL COUNCIL

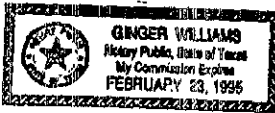
SWORN TO AND SUBSCRIBED before me this 28th day of February, 1992, by Gordon L. Brannaka, Co-Chief and Treasurer of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of February, 1992, by Gordon L. Brannaka, Co-Chief and Treasurer of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

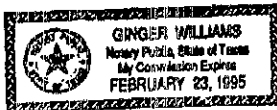
BEFORE ME, the undersigned authority, on this day personally appeared June Chase, Member of Tejas Shores Tribal Council, known to me to be a credible person, who, after by me being duly sworn on oath deposes and says that the following facts are true and correct:

That the undersigned has read the foregoing Affidavit made by Peter J. Barrett, Chief and Secretary of Tejas Shores Tribal Council, and knows the facts contained therein to be true and correct.

June Chase

JUNE CHASE
MEMBER,
TEJAS SHORES TRIBAL COUNCIL

SWORN TO AND SUBSCRIBED before me this 28th day of February, 1992, by June Chase, Member of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF HOUSTON)

This instrument was acknowledged before me this 28th day of February, 1992, by June Chase, Member of Tejas Shores Tribal Council.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

VOL 0977 PAGE 803

VOL 0274 PAGE 041

**AMENDMENTS TO DEED RESTRICTIONS OF
TEJAS SHORES SUBDIVISION
EFFECTIVE 2005**

Tejas Shores Tribal Council
Rt. 1, Box 130-TSM
Grapeland, Texas 75844

{ STATE OF TEXAS
{ COUNTY OF HOUSTON

KNOWN ALL MEN BY THESE PRESENTS

We the undersigned by signatures affixed hereto, being owners of lots within Tejas Shores a subdivision in Houston County, Texas, according to the map or plat therefore recorded in Volume 1, Page 179, Houston County Plat Records, do hereby adopt the following AMENDMENTS to the Residential Covenants and Restrictions of Tejas Shores subdivision.

PURPOSE

The undersigned by their signature affixed hereto, do hereby adopt the following AMENDMENTS for the purpose of amending the Residential Covenants and Restrictions of Tejas Shores subdivision, in its entirety, and, by our signatures affixed hereto DELETE AND AMEND the current restrictions as the same are evidenced by that certain instrument dated May 4, 1972, and amended February 28, 1992 and recorded in Volume 495, Page 428, Houston County Deed Records.

Further, the undersigned by their signature affixed hereto, do hereby incorporate and consolidate the restrictive covenants as hereinafter set forth with the Residential Covenants and Restrictions of Tejas Shores Section 1, Tejas Shores Section 1 A, Tejas Shores Section 2, Tejas Shores Section 3, subject to the approval of such consolidation by the owners of a majority of the lots in Tejas Shores. Provided, however, in the event a majority of the owners of lots in any one or more of the subdivisions referenced hereinafter should fail for any reason to adopt such a plan of consolidation of restrictive covenants, the failure thereof shall not operate to invalidate the amendments set forth in this agreement.

Further, it is the intention of the undersigned to create a single Property Owners Association, hereinafter called Tejas Shores Tribal Council, for the supervision and management of the duties for said Tejas Shores Tribal Council as hereinafter set forth, for the following subdivision to-wit:

Tejas Shores Section 1 as recorded in Volume 1, Page 177, Houston County Plat Records.

Tejas Shores Section 1A as recorded in Volume 1, Page 182, Houston County Plat Records.

Tejas Shores Section 2 as recorded in Volume 1, Page 179, Houston County Plat Records.

Tejas Shores Section 3 as recorded in Volume 1, Page 183, Houston County Plat Records.

RESTRICTIONS, COVENANTS AND CONDITIONS

I. Definitions

1.1 "Owner" shall refer to the owner on record, whether one or more persons or entities, of the fee simple title to any lot or a portion of a lot, including owners purchasing under contract, but excluding those parties having a security interest in a lot or a portion of a lot for the performance of an obligation.

1.2 "Properties" shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Tejas Shores Tribal Council.

1.3 "Lot" shall refer to any of the lots as shown upon the plats and subdivision maps recorded in Volume 1, Page 177; Volume 1, Page 182; Volume 1, Page 179; and Volume 1, Page 183, of the Houston County Plat Records. The term Lot shall not include the Common Area nor any other reserve shown on the referenced maps or plats.

1.4 "Association" where used herein or "Tejas Shores Tribal Council" where the same appears herein or "Council" shall mean the Property Owners Association which shall have the formal name of Tejas Shores Tribal Council.

1.5 "Subdivision" where used herein shall refer to Tejas Shores Sections 1, 1A, 2, and 3 and such other lands or subdivisions that shall elect to incorporate, consolidate or come under the terms covenants and conditions set forth herein.

1.6 "Majority of Owners" shall be deemed to be the owners of greater than fifty percent (50%) of the number of lots present, in person or by proxy, at a duly called meeting.

1.7 "Board of Directors" shall be the duly elected members of the Council who will handle and direct the day to day affairs of the Tejas Shores Tribal Council.

II. Land Use

2.1 No lot shall be used except for single family residence purposes.

2.2 Homes in Tejas Shores subdivision may be rented or leased, but only to other single families.

2.3 Lots shall not be used for business purposes of any kind, including the breeding and selling of animals, nor for any commercial manufacturing or apartment house purposes.

2.4 Lots shall not be used for any Civic, Fraternal, Church, Company, Association, Corporation and /or Social group to use any lot abutting or within Tejas Shores subdivision on Houston County Lake as passage to and from said lake.

III. Structures

3.1 No building, structure, trailer house, mobile home, manufactured or pre-manufactured home, out building, improvement, fence or facility shall be erected, placed, altered or permitted to remain upon any lot in said subdivision until the plans and specifications have the written approval of the Building Committee, Tejas Shores Tribal Council Board of Directors, its representatives or successors.

3.2 No building shall be erected with exterior siding of unpainted galvanized tin, tar paper or other like temporary material. All construction must meet compliance with these restrictions on quality of workmanship and materials. They must harmonize in external design with existing structures and as to location with respect to topography and finish grade elevation.

3.3 Mobile homes may not be placed on the lots of the subdivision in Section 1.

3.4 The floor area of all residences, exclusive of open porches and garages, shall not be less than 1000 square feet on lots abutting Houston County Lake, and 800 square feet on the interior lots of Tejas Shores Subdivision. The design, material and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.

3.5 No building shall be located on any residential lot nearer than thirty (30) feet to the front lot line or thirty (30) feet from the water lot line. No building shall be located nearer than ten (10) feet to an interior lot line or twenty (20) feet to a corner side lot line.

3.6 Any trailer house or mobile home placed upon any lot shall be enclosed or skirted in the area between the floor level and the ground, with a suitable and attractive material in such a manner as to hide from view and enclose such area.

3.7 Any residence, once commenced, must be "dried in" within six months after start of construction, the term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof paint and trim.

3.8 No tent, shack, camper, garage, barn or other out building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way on any lot. A camp trailer and/or tent may be used by the owner only, for not more than two (2) week intervals, not to exceed a period of six (6) months, while lot owner's home is under construction, or by written approval of the Board of Directors. This is not to preclude the parking of recreational vehicles upon owner's property for convenience after the permanent residence has been constructed, provided the vehicle is not itself used as a place of residence.

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3.9 The owners and/or occupants of lot or lots in Tejas Shores subdivision shall in no event use any lot for storage of material and equipment except for normal residential construction requirements.

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3.10 The owners and/or occupants of lot or lots in Tejas Shores subdivision shall in no event permit the accumulation of garbage, trash or rubbish of any kind thereon.

3.11 The owners of lot or lots in Tejas Shores subdivision, shall not allow any improvements or mobile homes (where permitted) placed upon said lot or lots, to become in such a state of disrepair as to appear abandoned.

3.12 No obstructions of vision shall be placed upon lots at street or road intersections. Any obstruction located within the area of such lot encompassed by the lot lines abutting such street or road and a line extending from a point twenty (20) feet from such corner on the other abutting line shall be and is hereby stated to be an obstruction to vision. The Association has the right to remove any such obstruction at their discretion.

3.13 No fences are to be erected on the lake side of any lake front property. Only those fences used to divide Tejas Shores Park property and the outside boundaries of the subdivision from private property are to be maintained.

IV. Easements

All lots are purchased subject to easements established or to be established by grant or agreement between owner and the utility companies furnishing electricity, gas, telephone and water utilities; and all easements that may be shown and dedicated upon the plat of the subdivision.

V. Nuisances

5.1 No noxious or offensive activity shall be carried on upon any lot or common areas, nor shall anything be done hereon which may be or may become an annoyance or a nuisance to the neighborhood.

5.2 Dogs are the responsibility of their owners and are to be kept on the owners' property at all times so as to not become a nuisance to other residents. If dogs cannot be controlled by the owner they must be fenced or leashed. Any reasonable means will be used to enforce this provision, including but not limited to, fines to the owner as determined by the Board of Directors.

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VII. Animals

6.1 All animal pens and/or stables shall be kept in good condition as well as clean and sanitary, so as not to be a nuisance to other property owners.

6.2 Hogs, cattle, poultry and fowl are prohibited. Exceptions, however, are those owners, in Section Two (2) of record at the time this document is filed, said owners of record may maintain the type and number of animals owned as long as they maintain them so as not to be a nuisance to other property owners, keep them contained and shall not maintain them as a business on said premises.

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6.3 Horses may be maintained in Section Two (2) only.

VII. Sewage

All residences shall be served by a septic and/or sewage system, in compliance with the laws of the State of Texas, Departments of the State of Texas designated to govern such systems, the County of Houston and the Houston County Water Control and Improvement District No. 1, as the same may be amended from time to time. The drainage of septic water into a road, street, alley, public ditch, or Houston County Lake, either directly or indirectly, is strictly prohibited.

VIII. Drainage

7.1 Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water.

7.2 Drainage ditches shall not be modified, altered or otherwise changed without the express written approval of the Tejas Shores Tribal Council.

IX. Signs

No advertisement, billboards, or advertising structure of any kind, except a "For Sale" sign, may be erected or maintained on any residential lot without the consent, in writing, of the Tejas Shores Tribal Council. Political signs, no larger than 24 inches by 24 inches, may be erected on an owner's property for a period of forty five (45) days before the day of a valid public election. The signs must be removed within twenty four (24) hours after said election polls close.

X. Parking Boats

No boat, boat trailer or boat rigging shall ever be parked, except temporarily, nearer to the road or street than the building set-back lines of thirty (30) feet. Temporarily shall mean for a period not to exceed twenty-four (24) hours.

XI. Parking Cars

11.1 The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.

11.2 Inoperable and/or abandoned vehicles shall not remain on lot owner's property for a period greater than thirty (30) days.

XII. Repair

All residence, docks and other buildings must be kept in good repair, and painted or kept stained, as needed.

XIII. Firearms

The use or discharge of firearms in the subdivision, for any reason, is expressly prohibited.

XIV. Lot Area

No residential lot in Tejas Shores subdivision, as platted, shall be re-subdivided in any manner, except as follows: Any person or persons owning two or more adjoining lots may consolidate such lots with the privilege of placing or constructing improvements on each such consolidation, provided that such consolidation and each improvement planned for construction is first approved by the Tejas Shores Tribal Council.

XV. Timber

No trees or timber may be cut or sold for commercial purposes, or for the purpose of monetary gain, from any subdivision lands, provided however that this limitation shall not operate to prevent an owner from sale of timber from that portion of the lot or lots upon which improvements shall be constructed. An owner may remove a tree or trees that endanger improvements constructed upon the premises or endanger improvements on neighboring property.

XVI. Garbage and Trash Disposal

The burning of trash is restricted to burning in a barrel or incinerator designed for that purpose, and shall further be regulated by the U.S. Forest Service. All burning bans shall be strictly honored. Burning trash shall never be left unattended. This is to protect the development from the spread of fire. The burning of garbage is strictly prohibited, by these Restrictions, the Texas Commission of Environmental Quality, and by certain EPA rules and regulations.

XVII. Park and Basin Area

17.1 The Park and Basin Area shall be used by the owners of lots in Tejas Shores Subdivision and their accompanied guests only. This reserved area is a community and recreational area for the benefit of all lot owners in the subdivision. Lot owners, along with their accompanied guests, are required to park all vehicles in the parking area provided inside the park and keep the park gate locked at all times.

17.2 The boat house is the property of the Tejas Shores Tribal Council available for rental to lot owners by lease agreement with the Tejas Shores Tribal Council.

17.3 Only the owners and/or occupants of lots in Tejas Shores subdivision, together with their accompanied guests, shall be permitted to have the use of The Park and Basin Area and the general public is specifically excluded therefrom. The maintenance and use thereof shall be under the exclusive control and supervision of the Tejas Shores Tribal Council. The Council will, from time to time, put into effect and revise, as needed, rules and regulations for the use and maintenance of the Park and Basin Area, including, but not limited to, a schedule of deposit(s) and fees to cover clean-up and usage.

XVIII. Tejas Shores Tribal Council

18.1 Every person or entity who is the recorded owner of any of the properties which are subject to maintenance charges by the Tejas Shores Tribal Council, including contract sellers, shall be a member of the Tejas Shores Tribal Council. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Council. Ownership of such land shall be the sole qualification for membership.

18.2 Members of the Council shall be entitled to one vote for each lot in which they hold the interest required for membership in 18.1 above. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised, as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

18.3 The affairs of the Tejas Shores Tribal Council shall be managed by its Board of Directors. The Board of Directors shall serve without pay and shall be held harmless by the Council in any legal action arising from their service. All officers shall be elected by a majority vote of the Board of Directors, at a meeting duly called for that purpose. One officer shall be elected Chief of the Council, and the term for all elected officers shall be one year, running from January 1 to December 31. Vacancies on the Board of Directors shall be filled by a vote of the remaining members.

18.4 The Board of Directors shall have the powers and functions, but not be limited to, herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:

(a) Collect and expend, in the interest of the subdivision, the maintenance fund created in this instrument.

(b) Enforce these covenants and restrictions by appropriate proceedings.

(c) Enforce any lien imposed on any lot, lots or acreage in Tejas Shores subdivision by these restrictions.

(d) The Tejas Shores Tribal Council has express power, right, and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any monies paid into the maintenance fund in connection with the financing of any construction, or in repayment thereof to the developing corporation or any lending agency or institution.

XIX. Tejas Shores Maintenance Fund

19.1 The following provisions, whether Incorporated in each deed or not, shall be applicable to all residential lots in Tejas Shores subdivision: 0

The property herein conveyed will be subjected to an annual maintenance charge for each lot, for the purpose of creating a fund known as TEJAS SHORES MAINTENANCE FUND. Charges to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in Tejas Shores subdivision, the same to be secured by a vendors lien upon said lot, and payable annually on the first day of January of each year in advance and payable starting the following month after closing (prorated) and annually to Tejas Shores Tribal Council at Rt. 1 Box 130-TSM, Grapeland Texas, 75844, and said charge and lien are hereby assigned to such committee. Such annual charge may be adjusted from year to year by the Board of Directors as the needs of the property, in their judgment, may warrant, but in no case can such fees increase by more than 10% (ten percent) per year without approval of the Tejas Shores Tribal Council. Any such adjustments by the Board of Directors will require a vote of a majority of the members of the Board of Directors, in person or by proxy, at a meeting duly called for this purpose. 8

19.2 The Board of Directors will take any action necessary to collect any Maintenance Fund payment which is delinquent including, but not limited to, penalty interest and attorney fees in order that all lot owners may be in good standing by the Annual Meeting.

19.3 Funds arising from said charges shall be applied, so far as sufficient, toward the payment of maintenance expense or construction costs incurred for any and all of the following purposes: lighting, improving and maintaining roads, parks and swimming areas, ramps, docks, rest rooms and other similar recreational facilities and doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment is exercised in good faith.

19.4 Such maintenance charge shall be extended indefinitely and automatically, unless the owners of a majority of the lots, in said subdivision paying such charge, vote to discontinue such charge. Such action to be evidenced by written instrument, signed and acknowledged by a majority of the then owners in said subdivision, as evidenced by instrument of, in the Deed Records, of Houston County, Texas.

19.5 Purchaser agrees and consents to, and joins in, such maintenance charges by the acceptance of this contract, with the understanding that the Council has no obligation to install lighting, or to furnish maintenance or to do any other thing described herein other than from the maintenance fund. Purchaser also agrees to pay a transfer fee to the Tejas Shores Maintenance Fund as set by the Board of Directors.

19.6 It is specifically provided that any lien for improvements placed upon Tejas Shores subdivision or any part thereof by a lending institution, their successors, assigns or nominees, shall be a first and prior lien and that these restrictions, notwithstanding anything to the contrary contained herein, shall be inferior to and subordinate to such lien which shall take the property free and clear of these restrictions, covenants and conditions contained herein.

XX. Water Control and Improvement District

All uses of the land within said subdivision shall comply with all of the rules and regulations of the Houston County Water Control and Improvement District No 1, applying to Houston County Lake, whether they are now in force or become effective thereafter, and such compliance is a requirement of these restrictive covenants and failure to comply shall be deemed a violation of these restrictions.

XXI. Amendment and Termination

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of ten (10) years from the date these covenants are recorded with the County Clerk of Houston County, Texas, after which time said covenants shall be extended automatically for successive periods of three (3) years unless an instrument, signed by the owners of a majority of the lots, who voted in person or by proxy at a meeting called for that purpose, has been recorded, agreeing to change such covenants. Termination of these covenants must be evidenced by a written instrument agreed to by a majority of the owners of the lots and duly recorded with the County Clerk of Houston County, Texas.

XXII. Enforcement

22.1 The owner(s) of any lot hereby gives the Tejas Shores Tribal Council the right and authority to enter upon the property upon which any violation of these Deed Restrictions has occurred in order to correct or remove the violation. The owner or occupant of any such lot agrees, by the purchase or occupation thereof, that said Association shall not be liable in trespass or otherwise and may bill either the owner or occupant of such lot or lots for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot or lots in this subdivision, to pay such statement immediately upon receipt thereof.

22.2 Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision. Tejas Shores Tribal Council reserves the right to seek monetary recovery from the enforcement of terms stated within.

XXIII. Invalidity

Invalidation of any one of these covenants by judgment, or court order, or otherwise, shall in no way affect any other covenants, restrictions or conditions, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

**BY-LAWS TEJAS SHORES TRIBAL COUNCIL
AMENDMENT TO THE DEED RESTRICTIONS EFFECTIVE 2005**

Tejas Shores Tribal Council
Rt. 1, Box 130-TSM
Grapeland, Texas 75844

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NAME AND TYPE OF ORGANIZATION

The name of the organization is **TEJAS SHORES TRIBAL COUNCIL**, hereinafter referred to as the "Tribal Council" or "Association" or "Council," is a non-profit organization and has no capital stock. The period of duration of the Council is perpetual.

DEFINITIONS

The words "said property" as used in these By-Laws shall be deemed to mean the real property situated in the County of Houston, State of Texas, and more particularly described as Tejas Shores.

The word "member" shall be deemed to mean the recorded owners of lots and acreage in the subdivision, provided, however, each lot and each acreage shall have one (1) vote irrespective of the number of recorded owners. There is only one member per lot.

The words "member in good standing" shall be deemed to mean the owner(s) of a lot who is not delinquent in any amount to the Association, or in violation of any deed restriction as determined by the Board of Directors.

The words "majority vote" shall be deemed to mean more than fifty (50) percent of the members in good standing present, in person or by proxy, at a duly called meeting.

The words "building site" wherever used in these By-Laws shall be deemed to mean a building site as defined in any declaration of conditions, covenants, restrictions, easements, reservations or changes affecting the portion of said property in which the building site is located.

The word "quorum" of members for these By-Laws shall mean a minimum of twenty (20) members in good standing.

Article I - Functions and Powers

1.1 The functions and powers of the Tejas Shores Tribal Council are stated in the Restrictions of the Tejas Shores Deed Restrictions filed in the office of the County Clerk of Houston County, Texas and as currently amended. Nothing in these By-Laws shall negate any of those restrictions.

1.2 Roberts Rules of Order shall be the governing factor for all business of the Tejas Shores Tribal Council not specifically covered in these By-Laws.

1.3 The Association is a non-profit entity and the purpose for which it is formed is civic and social, for the benefit and betterment of the members of the Association. To properly carry out said purposes, the Association may--at the discretion of its Directors--perform the following functions, and the exercise of such functions shall be deemed to be within the scope of activities contemplated by these By-Laws.

(a) The Association has the right to enforce covenants and restrictions upon and created for the benefit of said property over which this Association has jurisdiction, using any legal means necessary; the Association may pay all expenses incidental thereto.

(b) The Association may perform any and all lawful things and acts which this Association at any time, and from time to time, shall, in its discretion, deem to be in the best interests of said property and the owners of the building sites thereon, and shall pay all costs and expenses in connection therewith.

(c) Any powers and duties exercised by said Association relating to maintenance, operation, construction or reconstruction may be contracted for with any qualified contractor as agent. In the performance of the powers and duties, the Association may engage the services of agents, independent contractors or employees to manage, operate, or perform all or any part of the affairs and business of the Association.

(d) The Association may acquire by gift, purchase, or otherwise own, hold, enjoy, operate, maintain, convey, sell, lease, transfer, mortgage or otherwise encumber, dedicate for public use, or otherwise dispose of real or personal property in connection with the business of this Association.

(e) The Association may collect a maintenance fee on property submitted to the jurisdiction of this Association as specified in the subdivision restrictions for Tejas Shores.

(f) The Association may expend the monies collected and other sums received by this Association for the payment and discharge of all proper costs, expenses and obligations incurred by this Association in carrying out any or all of the purposes for which this Association is formed.

(g) The Association may not perform any function which is within the scope, purview or jurisdiction of other governing bodies unless approved by a majority vote of members.

1.4 The activities of the Association shall be limited to the area known as Tejas Shores, a subdivision in Houston County, Texas, and to such other areas which may hereinafter through the operation of conditions, covenants, restrictions, easements, reservations or changes pertaining to the same be placed or submitted to the jurisdiction of this Association and shall be accepted as within the jurisdiction of this Association by resolution of the Board of Directors of this Association.

Article II - Membership

2.1 Every owner of a lot or acreage which is subject to assessment per the deed restrictions shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or acreage which is subject to assessment by the Association. e

2.2 When more than one person has an interest in any lot or acreage, the vote for that parcel shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot or acreage. Each lot is entitled to one vote.

2.3 As provided for in the Tejas Shores Deed Restrictions, the Board of Directors will take any action necessary to collect any Maintenance Fund payment which is delinquent, including, but not limited to, penalty interest and attorney fees in order that all lot owners may be in good standing by the Annual Meeting. 3

Article III - Meetings

3.1 Starting with the year after these By-Laws are approved, an Annual Meeting of the Tejas Shores Tribal Council with all lot owners shall be held on one of the last three Saturdays of October each year, as determined by the Board of Directors, at the time and place designated in the notice.

3.2 Special meetings may be called by the Chief, by the Board of Directors or by twenty (20) members of the Association in good standing.

3.3 Notice of the annual or special meetings shall be mailed to each property owner at least thirty (30) days before the meeting. Such notice shall include place, time, and purpose of meeting.

3.4 Meetings of the Board of Directors may be called at any time by order of the Chief or of any three (3) members of the board. Notice of Board meetings shall be given to each director by any convenient manner. Regular board meeting shall be open to all lot owners. Special Board Meetings, of Board members only, may be called at any time to discuss confidential matters.

Article IV - Quorum

4.1 One vote shall be allowed for each member of each lot provided each member is in good standing. Members not in good standing may not vote or participate in Association activities of any kind.

4.2 Members eligible to cast twenty (20) votes, represented in person or by proxy, shall constitute a quorum for the purpose of transacting business that may properly come before each meeting.

4.3 The Secretary shall keep a current voting-membership register of all property owners containing an accurate count of the votes which each member has the right to cast.

4.4 At a meeting of the Board of Directors, a simple majority shall constitute a quorum.

Article V - Proxy

At any meeting of lot owners, any lot owner in good standing may vote by proxy executed in writing and verified by the Secretary.

Article VI - Board of Directors

6.1 The affairs of the Association shall be managed by its Board of Directors (see Deed Restrictions).

6.2 The Board of Directors shall consist of seven (7) members, all of whom must be members in good standing.

Article VII - Elections

7.1 Directors shall initially serve staggered three year terms determined by lot. Three (3) Directors shall serve a three (3) year term, two (2) Directors shall serve a two (2) year term and two (2) Directors shall serve a one (1) year term. Each Director shall hold his or her term until a successor has been duly elected and qualified. The Secretary shall keep records of the term for which each Director is elected. In subsequent years three (3) or two (2) Directors will be elected, depending on the number whose term has expired, for three (3) year terms.

7.2 Sixty (60) days prior to each Annual Meeting, the Chief shall appoint a Chairman and two (2) members as a Nominating Committee. The Chairman shall deliver the slate of Nominees, with their written consent, to the Secretary on or before September 1.

7.3 Members in good standing shall be privileged to make nominations by submitting them in writing to the Secretary on or before September 1 along with the nominee's written consent. Nominations may be made at the Annual Meeting with the consent of the nominee.

7.4 Notice of the Annual Meeting shall include a ballot of the slate from the Nominating Committee and any other Nominations properly made by property owners.

7.5 Election of Directors will be by largest number of votes cast by lot owners in good standing by mail, proxy or in person for each position to be filled on the Board.

7.6 New Directors will take office immediately following elections and serve until the Annual Meeting of the year their term expires.

7.7 A vacancy occurring on the Board for an unexpired term for any reason may be filled by the Board of Directors for the remainder of that person's term.

7.8 Any Director absent for six (6) regular meetings in a one (1) year time period will automatically forfeit his position unless deemed otherwise by the Board of Directors. The vacancy created will be filled in accordance with Paragraph 7.7 above.

Article VIII - Recall

8.1 The members of the Association shall have the power to recall any Director of the Association for non-compliance with these By-Laws. Such power shall be exercised by filing with the Board of Directors a petition, signed by 20 % of the members in good standing of the Association. The recall petition must state the ground or grounds upon which such petition for recall is predicated to give the Director sought to be removed, notice of the matters and things with which the Director is charged. That Director will be informed of the petition immediately and may, within ten (10) days after having been informed by the Board, request that the Board arrange a public hearing to permit the Director to present facts pertinent to the charges specified in the recall petition. When so requested, the Board of Directors will arrange for a public hearing to be held, not less than five (5) days nor more than fifteen (15) days after having received the request.

8.2 If a public hearing is not requested by the Director whose removal is sought, the remaining members of the Board of Directors will, by written notification, remove the Director from office and fill the vacancy as prescribed by these By-Laws.

Article IX - Officers

9.1 The officers of the Board of Directors shall be: Chief, Assistant Chief, Secretary, and Treasurer.

9.2 The officers shall be elected annually by the newly elected Board of Directors at a duly called meeting of the Board. The elected officers shall hold office for one (1) year.

(a) The Chief and Assistant Chief must be members of the Board of Directors. The Secretary and Treasurer must be members in good standing of the Association.

(b) The Board of Directors may re-elect an officer to the same office.

(c) An officer may simultaneously hold more than one office, as directed by the Board of Directors, but not more than two.

Article X - Duties of Officers and Directors

10.1 The Chief shall be the executive officer. He shall preside at all meetings and shall serve as chairman for the Board of Directors. He shall appoint committees as necessary to carry out the work of the Association. He shall sign, together with one other officer, all contracts for services to the Association.

10.2 The Assistant Chief shall perform all duties and shall have all powers of the Chief in his absence, inability or refusal of the Chief to act, with the consent of the Board.

10.3 The Secretary shall keep a full record of all official meetings both of the lot owners and of the Board of Directors. The Secretary shall receive all communications, conduct all correspondence, and have charge of all records except those of the Treasurer.

10.4 The Treasurer shall have custody of all funds and securities of the Association. When necessary or proper, the Treasurer may endorse checks (with two (2) authorized signatures required), notes and other obligations and shall deposit same to the credit of the Association in the designated bank. The Treasurer may sign all receipts and vouchers for payments made to the Association. Whenever required by the Board of Directors, the Treasurer shall render a statement of his cash account. The Treasurer shall keep full and accurate accounts of all monies received and paid out on account of the Association. The Treasurer shall prepare a proposed budget to be presented to the Board of Directors as soon as possible after October 1 but, in no event, later than November 30. The Treasurer shall prepare a financial report to be included with the notice for the Annual Meeting. The Treasurer shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require. The bond will be paid by the Association.

10.5 Board members who are not officers are expected to accept the Chairmanship of a Committee. The Board of Directors by resolution may from time to time designate such committees as it shall desire, and shall establish the purpose and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

Article XI- Liability of Directors and Officers

11.1 Each Director and Officer shall be indemnified, and held harmless, by the Tejas Shores Association against liabilities imposed upon him or her in connection with any claim made against him or her, or any action, suit, or proceeding to which he or she may be a party by reason of his or her being, or having been, such Officer or Director, provided, however, such indemnification shall only apply in instances in which such claim, action, suit, or proceeding shall have arisen as a result of action taken by the Officer or Director in the performance of his or her duties pursuant to, and in accordance with, the Tejas Shores restrictions and the Association By-Laws; and further provided, that no Director or Officer shall be indemnified with respect to matters as to which he or she shall be adjudged in such action, suit, or proceedings to have been guilty of willful or fraudulent misconduct in the performance of his or her duties, or with respect to matters for which such indemnification would be against public policy.

11.2 Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former director, officer, committee member, or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person while a director, officer, committee member or employee; provided, the Board of Directors determines in good faith that such director, officer, committee member or employee was acting in good faith within what he reasonably believed to be in the best interests of the Association or its members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this paragraph shall apply to the estate, executor, administrator, heirs, legatees, or devisees of a director, officer, committee member, or employee, and the term "person" where used in the foregoing paragraph shall include the estate, executor, administrator, heirs, legatees, or devisees of such person.

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Article XII - Fiscal Year

The Fiscal Year of the Tejas Shores Tribal Council shall be from the 1st day of January through the last day of December next ending.

Article XIII - Contracts, Checks, Deposits and Funds

13.1 The Board of Directors may authorize any two (2) Board members, in the name of the Association, to enter into any contract or execute and deliver any instrument within a limit of \$2,000. Unless so authorized by the Board of Directors, or expressly authorized by the By-Laws, no Board member or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable peculiarly for any purpose or to any amount.

13.2 No loan shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by 2/3 vote of the entire Board of Directors, not just those present at a meeting.

13.3 The Treasurer shall be authorized to make disbursements up to five hundred (\$500) dollars for any individual expenditure or a total of one thousand (\$1,000) dollars per year for accumulated expenditures. Any increase above these amounts must be authorized by the Board of Directors.

13.4 Any officer may endorse and deposit in such bank as the Board of Directors may select, checks, drafts and orders for payment to the Association.

13.5 The Board of Directors may, from time to time, direct the Treasurer to deposit funds in interest bearing accounts.

Article XIV - Amendments

14.1 The Board of Directors may call for an "amendment election" or there may be a petition to the Board of Directors by members possessing 20% of the possible maximum votes or a resolution at a meeting by members possessing 20% of the possible maximum votes calling for an "amendment election".

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14.2 The Board of Directors, upon receipt of a valid petition or a resolution shall set an "amendment election date" within 60 days.

14.3 These By-Laws and the Declaration may be amended by the Association in a duly constituted meeting of the members for such purpose. No amendment to these By-Laws shall take effect unless approved by a majority vote of the members. If any paragraph or part of a paragraph of these By-Laws shall be held to be invalid by a court of competent jurisdiction, such holding shall not effect the remainder of these By-Laws nor the context on which such paragraph or part of a paragraph so held invalid may appear, except to the extent that an entire paragraph or part of a paragraph may be inseparably connected in meaning and effect with the paragraph or part of a paragraph to which such holding shall directly apply.

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02-28-05

Accepted for Filing in Houston County, Texas
by Bridget Lamb, County Clerk

July 19, 2005 - 12:55 P

STATE OF TEXAS COUNTY OF HOUSTON
I hereby certify that this instrument
was filed on the date and time stamped herein
by me and was duly recorded in the image
records of Houston County, Texas as stamped
herein by me.
Honorable Bridget Lamb, County Clerk
Houston County, Texas

This document has been received by this
Office for Recording. We do hereby swear that
we do not discriminate due to Race, Creed,
Color, Sex or National Origin.