

6/17/2019

VOL 827 PAGE 614  
HENDERSON CO.

STATE OF TEXAS  
COUNTY OF HENDERSON

510

RESERVATIONS AND RESTRICTIVE COVENANTS -  
SUNRISE SHORES

---

LAKE PALESTINE DEVELOPMENT CO., INC., a Texas Corporation  
hereinafter referred to as the SUBDIVIDER:

TO THE PUBLIC;

Declarations of Restrictions and Restrictive Covenants on  
SUNRISE SHORES, a subdivision of Henderson County, Texas, a  
plat of which is filed of record in Volume B, Page 140 of the  
Plat Records of Henderson County, Texas.

The restrictions and covenants hereinafter set out are to  
run with the land and shall be binding upon all parties and all  
persons owning lots in SUNRISE SHORES or claiming under them for  
a period of TWENTY-FIVE (25) years and shall automatically be  
extended for a successive period of TEN (10) years unless  
terminated, released or amended by a vote of three fourths (3/4)  
majority of the then owners of lots in said subdivision (each lot  
having one lot vote), taken prior to the expiration of said  
TWENTY-FIVE (25) year period and filed for record in the Deed  
Records of Henderson County, Texas.

Any persons owning real property situate in said sub-  
division may prosecute any proceeding at law or in equity against  
the person or persons violating any such covenants, and either  
to prevent him from so doing or to recover damages for such  
violation or both.

Invalidation of any of these covenants by judgment or Court  
order shall in no wise affect any of the other provisions, which  
shall remain in full force or affect.

I. RESIDENTIAL DISTRICT: Applicable to all lots in the said subdivision save and except Lots 1 through 4, Block 6 and Lots 20 through 45, Block 17:

a. For the purpose of insuring the development of the land so platted as an area of high standards, the SUBDIVIDER reserves the power to control the buildings, structures, and other improvements placed on each lot as well as to make such exceptions to these reservations and restrictions as the SUBDIVIDER or the ARCHITECTURAL CONTROL COMMITTEE, hereinafter provided and hereinafter call COMMITTEE shall deem necessary and proper.

Whether or not provision therefor is specifically stated in any conveyance of the lot made by the developer the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. Each such building, wall, fence or other structure shall be placed on the premises only in accordance with the plans and specifications and the plot plan so approved. Refusal of approval of plans and specifications by such COMMITTEE may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the COMMITTEE shall seem sufficient. No alteration in the exterior appearance of the building or structure shall be made without like approval. If no COMMITTEE exists, or if the COMMITTEE shall fail to approve or disapprove the plans or specifications within thirty (30) days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

The SUBDIVIDER shall in writing appoint three (3) persons to the ARCHITECTURAL CONTROL COMMITTEE herein referred to and the actions of the COMMITTEE shall be controlled by a two-thirds (2/3) majority vote thereof.

In the event of the death or resignation one or more of such committee members, then in that event, the survivor or survivors shall fill the vacancy or vacancies for the unexpired term yet to be served by appointment.

Upon resignation of the appointed committees but not later than January 1, 1985, all privileges, powers, rights and authority herein reserve to the ARCHITECTURAL CONTROL COMMITTEE appointed by the SUBDIVIDER shall be exercised by and vested in a COMMITTEE to be selected by the owners of a majority of the lots in the subdivision.

b. No lot or lots embraced in the residential district shall be used for other than single family residents purpose.

c. No building or structure shall be nearer than five (5) feet to either side or rear property line and shall have a minimum setback of fifteen (15) feet from front property line, save and except all lots in Block 1 shall have a minimum setback of twenty (20) feet from the street property line and a minimum of one (1) foot from the three hundred fifty-five (355) MSL elevation line; i.e. lakeside property line.

No septic tank nor field line of septic system shall be nearer than twenty-five (25) feet to three hundred fifty-five (355) foot MSL elevation line.

Where more than one single lot are acquired as a single building site, the side lot lines shall refer only to the lot line bordering the adjoining property owners.

An easement with right of ingress and egress is reserved for utility installations, service and maintenance over the side

and rear five (5) feet of each lot and over the front fifteen (15) feet of each lot, including the right to keep such right of way cleared of shrubbery and trees and wires, cables, or crossarms may extend over portions of said lot not within the easement so long as it does not hinder the construction of buildings.

d. Notwithstanding anything to the contrary herein, the COMMITTEE shall have the right to permit reasonable modification of the setback requirements where in the discretion of the COMMITTEE strict enforcement of the setback provision would work a hardship.

e. No structure of "box" or "sheet metal" construction nor any lean-to shall be erected, placed or permitted to remain on any lot in the subdivision nor shall any structure of a temporary character be used at any time as a residence.

f. Each permanent home in the residential district shall contain not less than six hundred (600) square feet and must be built on a lot or lots containing six thousand (6,000) square feet or more.

Mobile homes may be placed on and used on any lot which shall be not less than twelve (12) feet by forty (40) feet in size exclusive of porches, breezeways and garages provided the same be properly underpinned within sixty (60) days. Approved recreational vehicles may remain on any lot for temporary use.

g. Construction of garages must be followed within thirty (30) days by construction of the permanent home or placement of a permanent mobile or modular type home.

h. Exterior walls of all buildings and improvements shall be constructed of masonry, or other commercial siding approved by the COMMITTEE provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two (2) coats of good quality paint.

i. Roofs must be completed within ninety days after the start of construction. Outside storage and building supplies on any lot in this subdivision shall be permitted only during said ninety days construction period.

j. All laboratories, toilets and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the State and Local health authorities and no outside or surface toilets shall be permitted under any circumstances. All laboratories, toilets, and bath facilities shall be completely installed before the residence is occupied.

k. No pitholes or other excavations shall be dug on any lot in teh subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon.

l. No old or existing house or pre-built or pre-fabricated house or structure or mobile home or modular type home shall be moved or placed or maintained on any lot on the subdivision without written approval of the ARCHITECTURAL CONTROL COMMITTEE.

m. The COMMITTEE may, as a condition to its said approval, make any requirements in its judgment is deemed proper, including the following requirements:

(1) That the mobile home or camper unit must be in good repair and of an attractive design and appearance.

(2) That any mobile home or camper be manufactured of a design, appearance and quality comparable to those built by a commercial manufacturer.

(3) Water service must be connected and an approved septic system must be installed before any mobile home, travel

trailer (unless self-contained) or Morgan type building is occupied, even though used for camping only.

n. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot of the subdivision except that one(1) sign not containing more than three (3) square feet of surface area may be displayed for the sale of a dwelling house, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

o. Notwithstanding anything to the contrary contained herein, the SUBDIVIDER reserves for itself, and its designated agent or agents, the right to use any lot or lots for a temporary office location and a right to place a sign on any lot.

p. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood. This shall be construed to include all minibikes, trailbikes, motor-cycles, or loud and offensive vehicles.

q. No hunting or discharge of firearms shall be permitted on any lot or on any part of the subdivision.

r. No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, chickens, or other fowl, or as a place for keeping horses, mules, cattle or other animals. The occupants of each residence or lot may keep and maintain on each lot of said subdivision the usual and customary domestic animals as pets, but no commercial dog or cat kennel shall be permitted.

s. The owner of each lot shall keep the same cleaned and free of weeds and debris such as will be in keeping with other

property and the community at any particular time. All lots shall be kept clean and free of all boxes, rubbish, trash, inoperative cars, and other debris. Refrigerators and other large appliances shall not be placed outdoors. The COMMITTEE shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other offending items at the expense of the offending party.

t. No lot which is under a contract of sale then in force with the undersigned, being the seller thereunder, or deeded to the purchaser thereof, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior consent of the undersigned, its successors and assigns.

u. No water well shall be drilled upon any of the said lots by the owner thereof as long as the water for domestic uses shall otherwise be available to the owner of said lots; but nothing herein contained shall be construed as prohibiting the developer, its successors, assigns or nominees, from drilling a well or wells on the reserved area of any lot of said subdivision for the purpose of supplying water to the owners of any property in said subdivision or any addition thereto.

II. COMMERCIAL DISTRICT: Applicable to Lots 1 through 4, Block 6 and Lots 20 through 45, Block 17:

a. Any lot in the COMMERCIAL DISTRICT may be utilized as a residential lots and shall in that event be subject to all restrictions and covenants set out above for the Residential District.

b. When used commercially all buildings and types of businesses must have written approval from the COMMITTEE before any construction or business activity is begun.

III. ASSESSMENT: Applicable to all lots in the entire subdivision:

a. An assessment is hereby made of THREE DOLLARS (\$3.00) per month per lot to each owner of only one lot and assessment of TWO DOLLARS (\$2.00) per month per lot for each lot in excess of one, payable annually on the first (1st) day of January beginning January 1, 1979 and ending December 31, 1984.

b. The assessment is payable to the ARCHITECTURAL CONTROL COMMITTEE at its office in Henderson County, Texas or at such other address as may be fixed by the COMMITTEE. Such charges and assessments to be secured by an assessment lien upon said lots if not paid within sixty (60) days of the due date. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.

c. The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the properties and facilities of the subdivision or for Community improvement thereon, including but not limited to the construction and reconstruction improvement and maintenance of road streets, swimming pool, parks, and other improvements and for the security systems patrol or guards at said subdivision and for such other uses as may be approved by the COMMITTEE or by the Board of Directors of the successor, SUNRISE SHORES OWNERS ASSOCIATION.

d. From and after January 1, 1985, the assessment charges may be raised by a majority vote of the owners of lots in subdivision duly convened for that purpose.



e. Such assessment charges shall extend for the life of these restrictions and covenants, shall be extended automatically at the same time the restrictions and covenants may be extended and shall terminate upon the termination or release of said restrictions and covenants as hereinabove provided.

In witness whereof LAKE PALESTINE DEVELOPMENT CO., INC. has caused these presents to be signed in its name by its President, and attested by its Secretary, the 18th day of January, 1978.

LAKE PALESTINE DEVELOPMENT CO., INC.

By: Robert P. Hollis  
ROBERT P. HOLLIS, President

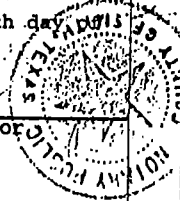
Attest:  
Gary D. Douglas  
GARY D. DOUGLAS, Secretary

THE STATE OF TEXAS  
COUNTY OF SMITH

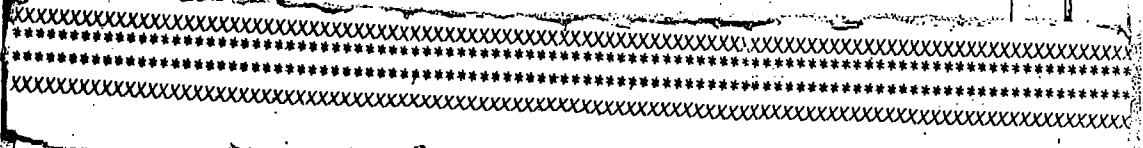
BEFORE ME, the undersigned, a Notary Public in and for said County and State ROBERT P. HOLLIS known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LAKE PALESTINE DEVELOPMENT CO., INC., a corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of January A.D. 1978.

William Johnson  
Notary Public in and for  
Smith County, Texas



FILED FOR RECORD THIS 23 DAY OF Jan A.D. 1978 AT 7:43 O'CLOCK AM  
BY DAVE FOWLER CLERK COUNTY COURT, HENDERSON CO. TEXAS BY 14 DEPUTY



STATE OF TEXAS  
COUNTY OF HENDERSON

RESERVATIONS AND RESTRICTIVE COVENANTS -  
Page (1)

SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC.

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TO THE PUBLIC;

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Any persons owning real property situated in said sub-division may prosecute any proceeding at law or in equity against the person or persons violating any such covenants, and either to prevent he/she from so doing or to recover damages for such violation or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force or affect.

(1) RESIDENTIAL DISTRICT; Applicable to all lots in the said subdivision save and except lots 1 through 4, Block 6 and Lots 20 through 45, Block 17;

(A) For the purpose of insuring the development of the land so platted as an area of high standards, the SUBDIVIDER reserves the power to control the buildings, structures, and other improvements placed on each lot as well as to make such exceptions to these reservations and restrictions as the SUBDIVIDER or the ARCHITECTURAL CONTROL COMMITTEE, hereinafter provided and hereinafter call COMMITTEE shall deem necessary and proper.

Whether or not provision therefore is specifically stated in any conveyance of the lot made by the developer, the owner or occupant of each and every lot by acceptance of title thereto or occupant of each and every lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. Each such building, wall, fence or other structure shall be placed on the premises only in accordance with the plans and specifications and the plot plan so approved. Refusal of approval of plans and specifications by such COMMITTEE may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the COMMITTEE shall seem sufficient. No alteration in the exterior appearance of the building or structure shall be made without like approval. If no COMMITTEE exists, or if the COMMITTEE shall fail to approve or disapprove the plans or specifications within thirty ( 30 ) days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

The SUBDIVIDER shall in writing appoint three ( 3 ) persons to the ARCHITECTURAL CONTROL COMMITTEE herein referred to and the actions of the COMMITTEE shall be controlled by a two-thirds (  $\frac{2}{3}$  ) majority vote thereof.

In the event of the death or resignation one or more of such committee members, then in that event, the survivor or survivors shall fill the vacancy or vacancies for the unexpired term yet to be served by appointment.

Upon resignation of the appointed committees but not later than January 1, 1985, all privileges, powers, rights and authority herein reserve to the ARCHITECTURAL CONTROL COMMITTEE appointed by the SUBDIVIDER shall be exercised by and vested in a COMMITTEE to be selected by the owners of a majority of the lots in the subdivision.

(b) No lot or lots embraced in the residential district shall be used for other than single family residents purpose.

(c) No building or structure shall be nearer than five (5) feet to either side or rear property line and shall have a minimum setback of fifteen (15) feet from front property line, save and except all lots in Block 1 shall have a minimum setback of twenty (20) feet from the street property line and a minimum of one (1) foot from the three hundred fifty-five (355) MSL elevation line; I. e. lakeside property line.

No septic tank nor field line of septic system shall be nearer than twenty-five (25) feet to three hundred fifty-five (355) foot MSL elevation line.

Where more than one single lot are acquired as a single building site, the side lot lines shall refer only to the lot line bordering the adjoining property owners.

An easement with right of ingress and egress is reserved for utility installations, service and maintenance over the side and rear five (5) feet of each lot and over the front fifteen (15) feet of each lot, including the right to keep such right of way cleared of shrubbery and trees and wires, cables, crossarms may extend over portions of said lot not within the easement so long as it does not hinder the construction of buildings.

(d) Notwithstanding anything to the contrary herein, the COMMITTEE shall have the right to permit reasonable modification of the setback requirements where in the discretion of the COMMITTEE strict enforcement of the setback provision would work a hardship.

(e) No structure of "box" or "sheet metal" construction nor any lean-to shall be erected, placed or permitted to remain on any lot in the subdivision nor shall any structure of a temporary character be used at any time as a residence.

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Mobile homes may be placed on and used on any lot which shall be not less than twelve (12) feet by forty (40) feet in size exclusive of porches, breezeways and garages provided the same be properly underpinned within sixty (60) days. Approved recreational vehicles may remain on any lot for temporary use.

(g) Construction of garages must be followed within thirty (30) days by construction of the permanent home or placement of a permanent mobile or modular type home.

(h) Exterior walls of all buildings and improvements shall be constructed of masonry, or other commercial siding approved by the COMMITTEE provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two (2) coats of good quality paint.

(i) Roofs must be completed within ninety days after the start of construction. Outside storage and building supplies on any lot in this subdivision shall be permitted only during said ninety days construction period.

(j) All laboratories, toilets and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the State and Local health authorities and no outside or surface toilets shall be permitted under any circumstances. All laboratories, toilets, and bath facilities shall be completely installed before the residence is occupied.

Page 3

(k) No pitholes or other excavations shall be dug on any lot in the subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon.

(L) No old or existing house or pre-built or pre-fabricated house or structure or mobile home or modular type home shall be moved or placed or maintained on any lot on the subdivision without written approval of the ARCHITECTURAL CONTROL COMMITTEE.

(m) The COMMITTEE may, as a condition to its said approval, make any requirements in its judgment is deemed proper, including the following requirements;

(1) That the mobile home or camper unit must be in good repair and of an attractive design and appearance.

(2) That any mobile home or camper be manufactured of a design, appearance and quality comparable to those built by a commercial manufacturer.

(3) Water service must be connected and an approved septic system must be installed before any mobile home, travel trailer ( unless self-contained) or Morgan type building is occupied, even though used for camping only.

(n) No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot of the subdivision except that one (1) sign not containing more than three (3) square feet of surface area may be displayed for the sale of a dwelling house, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

(o) Notwithstanding anything to the contrary contained herein, the SUBDIVIDER reserves for itself, and its designated agent or agents, the right to use any lot or lots for a temporary office location and a right to place a sign on any lot. ?

(p) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood. This shall be construed to include all minibikes, trail bikes, motorcycles, or loud and offensive vehicles.

(q) No hunting or discharge of firearms shall be permitted on any lot or on any part of the subdivision.

(r) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, chickens, or other fowl, or as a place for keeping horses, mules, cattle or other animals. The occupants of each residence or lot may keep and maintain on each lot of said subdivision the usual and customary domestic animals as pets, but no commercial dog or cat kennel shall be permitted.

(s) The owner of each lot shall keep the same cleaned and free of weeds and debris such as well be in keeping with other property and the community at any particular time. All lots shall be kept clean and free of all boxes, rubbish, trash, inoperative cars, and other debris. Refrigerators and other large appliances shall not be placed outdoors. The COMMITTEE shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other offending items at the expense of the offending party.

(t) No lot which is under a contract of sale then in force with the undersigned, being the seller thereunder, or deeded to the purchaser thereof, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior consent of the undersigned, its successors and assigns.

(u) No water well shall be drilled upon any of the said lots by the owner thereof as long as the water for domestic uses shall otherwise be available to the owner of said lots, but nothing herein contained shall be construed as prohibiting the developer, its successors, assigns or nominees, from drilling a well or wells on the reserved area of any lot of said subdivision for the purpose of supplying water to the owners of any property in said subdivision or any addition thereto.

(2) COMMERCIAL DISTRICT; Applicable to lots 1 through 4, Block 6 and Lots 20 through 45, Block 17;

(a) Any lot in the COMMERCIAL DISTRICT may be utilized as a residential lots and shall in that event be subject to all restrictions and covenants set out above for the Residential District.

(b) When used commercially all buildings and types of businesses must have written approval from the COMMITTEE before any construction or business activity is begun.

(3) ASSESSMENT; Applicable to all lots in the entire subdivision;

(a) An assessment is hereby made of THREE DOLLARS (\$3.00) per month per lot to each owner of only one lot and assessment of TWO DOLLARS (\$2.00) per month per lot for each lot in excess of one, payable annually on the first (1<sup>st</sup>) day of January beginning January 1, 1979 and ending December 31, 1984.

(b) The assessment is payable to the ARCHITECTURAL CONTROL COMMITTEE at its office in Henderson County, Texas or at such other address as may be fixed by the COMMITTEE. Such charges and assessments to be secured by an assessment lien upon said lots if not paid within sixty (60) days of the due date. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.

(c) The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the property and facilities of the subdivision or for Community improvement thereon, including but not limited to the construction and reconstruction improvement and maintenance of road streets, swimming pool, parks, and other improvements and for the security systems patrol or guards at said subdivision and for such other uses as may be approved by the COMMITTEE or by the Board of Directors of the successor, SUNRISE SHORES OWNERS ASSOCIATION.

(d) From and after January 1, 1985, the assessment charges may be raised by a majority vote of the owners of lots in subdivision duly convened for that purpose.

(e) Such assessment charges shall extend for the life of these restrictions and covenants, shall be extended automatically at the same time the restrictions and covenants may be extended and shall terminate upon the termination or release of said restrictions and covenants as hereinabove provided.

In witness whereof SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC. has caused these presents to be signed in its name by its President, and attested by its 2<sup>nd</sup> Vice President, the day 26 month of Aug 2008

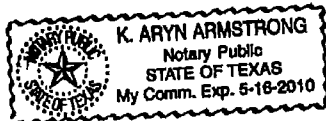
SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC.

By: Karen Lynn Rhodes  
President

Attest: Dana Lee Rhodes  
2<sup>nd</sup> Vice President

THE STATE OF TEXAS  
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State Texas Known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC. A CORPORATION, and that the executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated. GIVIN UNDER MY HAND AND SEAL OF OFFICE this the 26 day 2008 year



[Signature]  
Notary Public in and for Henderson County, Texas

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HENDERSON COUNTY, TEXAS

910000

## Sunrise Shores Property Owners Association

Dear Association Member:

We are enclosing two very important documents for your information and files: the "Reservation and Restrictive Covenants - Sunrise Shores" and the "By-Laws of Sunrise Shores Property Owners' Association, Inc. A Non-Profit Corporation" *You should keep these papers for future reference.*

A word of explanation of these documents may be in order.

The restrictive covenants are usually proposed by the developer, as was the case with ours. They are generally composed of a series of restrictions used to protect the development from unwanted and unacceptable building and conduct by the property owners.

Boards of Directors have the authority to develop rules and regulations and methods of conducting the business of the Association (By-Laws-) not covered in the covenants. *The covenants always have precedence over the By-Laws.*

The Association has had such By-Laws for many years and they were always available to the members. During the 2005 year the then Board, sent numerous hours to revise the existing By-Laws. They should be commended on the thoroughness of this document. At the General Meeting in September a significant number of members stated that they were unaware of these By-Laws and stated that they wished these documents to be sent to the all the members.

The current Board believes that certain revisions of the By-Laws are in order and are listed below and in accordance with section 14.01 notice is given for these revisions.

Section 3.01 requires revision. The general meeting in September has traditionally been for the *nomination* of Directors. Ballots are then sent to the property owners for their vote and the newly elected board takes office on January 1<sup>st</sup> of the following year. This will also require a revision of section 4.02 to reflect the term of officers to be January 1 to December 31 of the year following their election.

The Board solicits your opinion on the following revision of 4.09

It has been a long standing tradition of this association that a director is not paid for his or her services or holds a position or job which requires a salary. This board believes that no director should be in a position to vote their selves a job or to influence others on the board to vote in like manner. This revision will not affect the Boards ability to reimburse a director for *actual expenses* incurred in conducting activities for the Association.

6.03 will be revised to show that any committee formed will hold office concurrent with the current Board.

11.02 is incompatible with 11.01 and will be stricken.

15.08 The 2005 Board had the speed limit changed to allow the sheriff to write tickets in the development and 15.08 will require revising to change the speed limit to 30 MPH.

**Bylaws of Sunrise Shores Property Owners' Association, INC. A Non-Profit Corporation  
4593 Sunrise Dr. Chandler, TX. 75758**

**Article 1**

**Offices**

**1.01 Principle Office**

The Principle office of the corporation in the State of Texas shall be located in the Sunrise Shores Subdivision County of Henderson. The corporation may not have such other offices, either within or without the State of Texas.

**1.02 Registered office and Registered Agent**

The corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office must be, identical with the principal office of the corporation in the State of Texas.

**Article 2**

**Members**

**2.01 Classes of Members**

The corporation shall have two class of members. The designation of such classes and the qualifications and rights of the members of such classes shall be as follows.

**2.02 Election of Members**

Members shall be approved by the Board of Directors. An affirmative vote of two-thirds of the Directors shall be required for approval.

**2.03 Members of Good Standing**

Members who keep current all assessments owed to the corporation. Members of good standing shall have all voting rights and access to all corporation facilities and functions.

**2.04 Members Not in Good Standing**

Members of the corporation who are delinquent in any money owed the corporation for a period of 30 days. The corporation shall revoke all membership rights and privileges until member is reinstated as a member of good standing.

**2.05 Voting Rights**

Each member shall be entitled to one vote per lot owned on each matter submitted to a vote of the members, regardless of how many lots the member owns within the subdivision. No member who is not in good standing with the corporation may vote on any matter pertaining to the business of the corporation.

**2.06 Reinstatement for Membership of Good Standing**

A member who is not in good standing with the corporation is automatically reinstated 30 days from the date that all money owed the corporation has been paid in full to the corporation and at that time will receive all rights of a member of good standing.

**2.07 Transfer of Membership**

Membership in this corporation is transferable upon sale of a lot in the subdivision so long as all dues, fees and assessments are current and the proposed new member is approved in accordance with these bylaws.



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4593 Sunrise Dr. Chandler, TX. 75758**

**2.08 Members Agreeing to Accept all Association Rules, Laws and Deed Restrictions**

Any person or persons which owns or purchases property within the Sunrise Shores Subdivision agrees by doing so to abide by all laws, rules and deed restrictions which are registered in Henderson County in the State of Texas and waives all rights to take legal action against the corporation, members, officers or agents of the corporation for the enforcement of any law, rule or deed restriction.

**2.09 Registering Property in Henderson County**

No person or persons shall be given right of membership unless they have registered the property to which they claim located in the Sunrise Shores Subdivision with the County of Henderson in the State of Texas and provide proof of such registration to the officers of the corporation.

**Article 3**

**Meetings of Members**

**3.01 Annual Meeting**

An annual meeting of the members shall be held on the Sunday preceding Labor Day in each year, beginning with the year 1985, at the hour of 2:00 p.m., for the purpose of electing Directors and for the transaction of other business as may come before the meeting. If the election of the Directors shall be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

**3.02 Special Meeting**

Special meetings of the members may be called by the President, the Board of Directors, or not less than one-third of the members having voting rights.

**3.03 Place of Meeting**

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of the meeting shall be at the registered office of the corporation in the State of Texas; but if all of the members shall meet at any time and place, either within or without the State, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.

**3.04 Notice of Meetings**

Written or printed notice stating the place, day, and the hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled a vote at such meeting, not less than 10 days nor more than 50 days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute of these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

**3.05 Informal Action by Members**

Any action required by law to be taken out at a meeting of the members or any action which may be taken at a meeting of the members may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by a majority of the members entitled to vote with respect to the subject matter thereof.



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**3.06 Quorum**

The members holding 5% of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

**3.07 Proxies**

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

**3.08 Voting by Mail**

Where Directors or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

**3.09 Members Use of Votes**

A member of the corporation may not use another members vote without a written proxy from the member. No votes from a member not in good standing shall be counted at any time by any member of the corporation. No undelivered or returned ballots may be used by any member or by the Board of Directors for the corporation of Sunrise Shores.

**Article 4**

**Board of Directors**

**4.01 General Powers**

The affairs of the corporation shall be managed by its Board of Directors. Directors must be members of the corporation and in good standing with the corporation according to these bylaws.

**4.02 Number, Tenure and Qualifications**

The number of Directors shall be 5. Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

**4.03 Regular Meetings**

A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meeting of the Board without other notice than such resolution

**4.04 Special Meetings**

Special meetings of the Board of Directors may be called by or at the request of the President or any 2 Directors. Special Meetings shall be held at the clubhouse in the Sunrise Shores Subdivision. The person or persons authorized to call special meetings of the Board may fix the time for holding any special meetings of the Board called by them.



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**5.02 Election and Term of Office**

The officers of the corporation shall be elected annually by the corporations members of good standing at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

**5.03 Removal**

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgement the best interests of the corporation would be served thereby, but such a removal shall be without prejudice to the contract rights. No Director shall be removed from the corporations Board of Directors unless it is proven to the members at any regular scheduled meeting or any called special meeting that the Director to be removed has acted in a manner that is not legal according to the laws that govern the corporation or if it is deemed that the officer in question has acted in a manner that was not in the interest of the corporation but for their own personal gains. If any Director misses 4 or more regular scheduled meetings in the corporations fiscal year the Board of Directors retain the right to remove such Director and at that time appoint if necessary a new Director to fill the vacated position on the Board of Directors.

**5.04 Vacancies**

A vacancy in any office because of death, resignation, disqualification or other wise, may be filled by the Board of Directors for the unexpired portion of the term.

**5.05 President**

The President shall be the principle executive officer of the corporation and shall in general supervise and control all of the business and the affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**5.06 First Vice President and Second Vice President**

In the absence of the President or in the event of his inability or refusal to act, the 1<sup>st</sup> Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of there election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

**5.07 Treasurer**

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 7 of these bylaws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.



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**5.08 Secretary**

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provision of these bylaws or as required by law; be custodian of the corporate records and the seal of the corporation, and affix the seal of the corporation to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post-office address of each member which shall be furnished to the Secretary by each member; and, in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**Article 6**

**Committees**

**6.01 Committees of Directors**

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which consist of 2 or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the corporation. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the bylaws; electing, appointing, or removing any member of such committee or any Director or officer of the corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation; or amending, altering, or repealing any resolution of the Board of Directors by which its terms provides that it shall not be amended, altered, repealed by such committee. The designation and appointment of any such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Directors, of any responsibility imposed on it or him by law.

**6.02 Other Committees**

Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designed by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the President of the corporation shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgement the best interests of the corporation shall be served by such removal.

**6.03 Term of Office**

Each member of a committee shall continue as such until the next annual meeting of members of the corporation and until his next successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**6.04 Chairman**

One member of each such committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

**6.05 Vacancies**

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.



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**6.06 Quorum**

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the fact of a majority of the members present at the meeting at which a quorum is present shall be the act of the committee.

**6.07 Rules**

Each committee may adopt rules of its own government not inconsistent with these bylaws or with the rules adopted by the Board of Directors.

**Article 7**

**Contracts, Checks, Deposits, and Funds**

**7.01 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

**7.02 Checks and Drafts**

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by 2 or more officers of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by any 2 officers of the corporation.

**7.03 Deposits**

All fund of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**7.04 Gifts**

The Board of Directors may except on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or any special purpose of the corporation.

**Article 8**

**Evidence of Membership**

**8.01 Membership Cards**

The Board of Directors may provide for the issuance of membership cards evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such cards shall be signed by the President or a Vice President. The name and address of each member and the date of issuance of the card shall be entered on the records of the corporation. If any card shall be lost, mutilated, or destroyed a new card may be issued therefor on such terms and conditions as the Board of Directors may determine.

**8.02 Membership Cards**

When a member has been approved to membership and has paid any initiation fee and dues that may then be required, a card of membership shall be issued in his name and delivered to him by an officer of the corporation, if the Board of Directors shall have been provided for the issuance of cards of membership under the provisions of bylaw 8.01 of this Article 8.



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**Article 9**

**Books and Records**

**9.01 Books and Records**

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and shall keep at the registered or principle office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

**Article 10**

**Fiscal Year**

**10.01 Fiscal Year**

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

**Article 11**

**Dues**

**11.01 Annual Dues**

The Board of Directors may determine from time to time the amount of initiation fee, if any, and the annual dues payable to the corporation by members shall be determined by the Restrictive Covenants governing the Sunrise Shores Subdivision.

**11.02 Payment of Dues**

Dues shall be \$4.50 per month per lot to each owner of only one lot and \$3.00 per month per lot for each lot in excess of one, payable annually on the first day of January each year.

**11.03 Default of Payment**

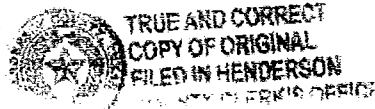
When any member of any class shall be in default of payment of dues or fines for a period of 60 days for which such money becomes payable, the membership is listed as a member not in good standing by the corporation in the manner provided in Article 2.04 of these bylaws.

**Article 12**

**Seal**

**12.01 Seal**

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal of Sunrise Shores Property Owners Association, Inc."



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**Article 13**

**Waiver of Notice**

**13.01 Waiver of Notice**

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice.

**Article 14**

**Amendments to Bylaws**

**14.01 Amendments to Bylaws**

These bylaws may be altered, amended, repealed and new bylaws may be adopted by 4 of the 5 Directors at any regular meeting or at any special meeting, if at least 30 days written notice is given to all members of the corporation of an attention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.

**14.02 Members Call for Special Meeting for Amending Bylaws**

By Article 3 bylaw 02 the members of the corporation may petition the Board of Directors within 30 days any time the Directors intend to alter, amend, repeal or add new bylaws to hold a special election for the members of the corporation for the purpose of altering, amending, repealing or adding new bylaws to the corporation.

**Article 15**

**Rules that give the Board of Directors the ability to take legal action against its members**

**15.01 Off-Road Vehicles**

No motorized off-road vehicles (4-wheelers, 3-wheelers, go-carts, dirt-bikes) shall be permitted to operate within Sunrise Shores Subdivision. Golf carts will be permitted to operate within Sunrise Shores Subdivision as long as they are registered with the corporation and they travel only on the roadways. Any violators shall be fined \$50.00 per occurrence.

**15.02 Pets**

No property owner may be allowed more than 4 dogs at any given time. All dogs must be confined to members property unless accompanied by the owner of the dog and the dog is on a leash. All pets that are kept in the Sunrise Shores Subdivision must have current rabies tag. Any violators shall be fined \$10.00 per occurrence.

**15.03 Use of Corporation Property**

All members are required to have a Sunrise Shores tag on their vehicle to use boat ramps. Any member who wishes a guest to use the boat ramps must register the guests vehicle with the office of the corporation prior to using the boat ramps. Any vehicle not authorized by the corporation parked int the boat ramp area will be towed at the members expense. Any member classified as a member not in good standing shall not have use of any assets which belong to the corporation. Any violators shall be fined \$25.00 per occurrence.



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**15.04 Restricted Vehicles**

No vehicles over 25,999 pounds shall be parked at any time within Sunrise Shores Subdivision unless the vehicle is delivering or picking up. Any violators shall be fined \$100.00 per occurrence.

**15.05 Members Responsibility for Guests**

Any member of the corporation shall be held responsible for the actions of any person or persons who is a resident or is a guest of the resident of that members property while they are in the Sunrise Shores Subdivision.

**15.06 Violation of Restrictive Covenants**

No members property shall violate any of the corporations Restrictive Covenants.

**15.07 Fines**

The Board of Directors reserves the right to fine any member found to be in violation of any bylaw of the corporation along with any legal action deemed necessary. No fine shall exceed \$1000.00.

**15.08 Speeding**

All roads owned and maintained by the corporation has a posted speed limit of 20 m.p.h. Any member found to be in violation of the posted speed limit, by the Board of Directors or an agent of the corporation, the member shall be assessed a fine of \$25.00 per occurrence.

**15.09 Annoyance, Nuisance, Trash**

No accumulation of trash (household trash, furniture, appliances, inoperable boats, inoperable automobiles and parts) on any members property is allowed. Once the Board of Directors has notified the member by certified mail the member has 15 days to have the offence corrected or the corporation shall assess a fine of \$10.00 per day until the member removes the offence.

**15.10 Annoyance, Nuisance, Noise**

No member or guest of a member shall disturb the peace with loud noises of any kind after 10 p.m. Any member found to be in violation of disturbing the peace by the Board of Directors or an agent of the corporation shall be assessed a fine of \$25.00 per occurrence.

**15.11 Sewage**

Any septic system that is in improper working condition or becomes a health issue for members of the corporation must be fixed within 15 days of being notified by certified mail by the corporation. A fine of \$10.00 per day shall be assessed until the violation is corrected.

**15.12 Grey Waste Water**

No grey waste water shall be dumped on any property owned by the corporation (ditches, roads, or lots of property). Once the member of the corporation has been notified by certified mail by the corporation they shall have 15 days to correct the violation or the member shall be fined \$10.00 per day until the violation is corrected.

**15.13 Residential Structures**

No temporary building or recreational vehicle under 600 sq. ft. shall be used as a permanent residence. Any residential structure that is under 600 sq. ft. may only be used as a temporary residence for not more than 6 months per calendar year. Any member of the corporation found in violation shall be assessed a fine of \$20.00 per day until the member vacates the premises or has an approved permanent residential structure to replace the temporary residential structure.



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**15.14 Approval of Residential Structures**

All structural plans on a constructed building and pictures and specifications on a prefabricated home shall be submitted to the Sunrise Shores Property Owners Association Inc. for approval prior to construction of a residence or having a prefabricated home brought in the Sunrise Shores addition. Any residence constructed or prefabricated that is located in the Sunrise Shores addition that was not approved in writing by the Board of Directors of the corporation shall be assessed a fine of \$1000.00.

**15.15 Requirements for Operating a Licensed Vehicle**

No person may operate a vehicle which requires a state license within the boundaries of The Sunrise Shores Property Owners Association who does not have the required state license to operate that vehicle. Any violators shall be fined \$25.00 per occurrence.

**15.16 Clean-up Days**

The association may sponsor a community clean-up day but the corporation may not spend money out of the corporation accounts or petty cash to purchase or rent any dumpsters for the purpose of having trash removed without sending out vote to all members in good standing. The members shall have the right to vote whether or not the corporation should use the corporate funds in regards to having a community clean-up.

**Article 16**

**Collection of Assessment Procedures**

**16.01 Assessment Dues**

Assessment dues shall be billed out by the corporation in the December prior to the calendar year the assessment dues are due. All assessments due are due by March 31 of the year they are due or shall be subject to any interest or legal action the corporation deems necessary to take against its members.

**16.02 Assessment Fines**

Once the officers of the corporation have been notified of any violation of the laws, rules or deed restrictions the corporation shall send written notification of the offense and any fines which may apply to the violating member. The member shall have 30 days from when the corporation issues the fine to have all money paid to the corporation or the corporation may take legal action according to these bylaws Article 18.

**Article 17**

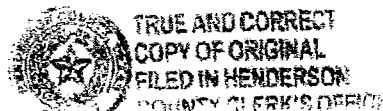
**Interest on Past Due Monies and Returned Check Fee**

**17.01 Interest on Past Due Money**

Any money owed the corporation that is 30 days past due shall be assessed an interest rate to the past due money of 1.5% per month.

**17.02 Returned Check Fee**

The corporation shall charge its members a returned check fee for any check a member of the corporation issues as a payment to the corporation by personal or corporate check in which the check is returned for insufficient funds. The fee shall be set annually by the officers of the corporation.





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Article 18


Remedies for Non-Payment of Assessments

18.01 Remedies for Non-Payment of Assessments

As more fully provided in the Restrictions, each member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessments made or any fines assessed by the corporation for violating these bylaws. Any assessment or fines which are not paid within 30 days after the due date, the assessments shall bear an interest from the date of delinquency at the rate of 1.5% per month, and the corporation may bring an action of law against the owner/member personally obligated to pay the same or foreclose the lien against the property, and interest, cost, and reasonable attorney's fees of any such action shall be added to this amount of such assessments. No owner may waive or otherwise escape liability for any assessments provided herein by non-use of the common areas or abandonment of his lot


18.02 Additional liens

From time to time when a member of the corporation is delinquent in payment of any assessments, the officers or agents of the corporation may apply liens to luxury items to which that member may own. Any interest, cost and reasonable attorney fees shall apply to such liens. Only after all payment to the corporation has been paid shall the officers or agents of the corporation release such liens.

  
Betty Hester, President

  
Judith Gandy, Treasurer

  
Dora Regar, 1<sup>st</sup> Vice President

  
Paul Pelton, Secretary


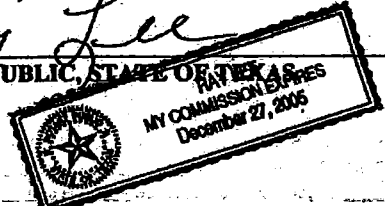
  
Marlene Faust, 2<sup>nd</sup> Vice President

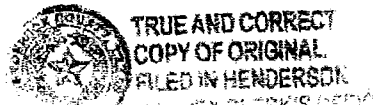
STATE OF TEXAS

COUNTY OF HENDERSON

BEFORE ME the undersigned authority, on this day personally appeared Betty Hester, Dora Regar, Marlene Faust, Judith Gandy and Paul Pelton the Board of Directors of The Sunrise Shores Property Owners' Association, Inc., known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, for the purposes therein contained.

Given under my hand and seal of office this the 19 day of August, 2004

  
NOTARY PUBLIC, STATE OF TEXAS  




Revised August 19, 2004

FILED FOR RECORD

FILED FOR RECORD THIS 20 DAY OF Aug A.D. 2004 AT 12:55 O'CLOCK  
GWEN MOFFEIT, COUNTY CLERK, HENDERSON CO. TEXAS BY BC DEPUTY