

**AMENDMENTS TO UNIFIED DEED RESTRICTIONS OF
TEJAS SHORES SUBDIVISION
EFFECTIVE 2020**

Tejas Shores Tribal Council
121 Tejas Trail
Grapeland, Texas 75844

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STATE OF TEXAS
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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, and amended July 19, 2005, as Document 053190 in the 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, and Tejas Shores Section 3 as approved by the owners of a majority of the lots in Tejas Shores in Document 053190.

Further, it is the intention of the undersigned to create a single Deed Restrictions Document for the 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.

The entirety of the Tejas Shores Subdivision is detailed in the Plat Records in Houston County, Texas. Reference is to the BY-LAWS, as recorded in Document 053191, and the previous referenced Document (053190) filed in 2005.

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. "Lots" are defined by a 3 (three) digit number, such as 1xx for Section 1, 2xx for Section 2, and 3xx for Section 3, where "xx" is the lot number for this property. The term "Lot" shall not include the Common Area or 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, 1-A, 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.

1.8 "Grandfathered In" shall be defined as an old rule that continues to apply to existing conditions while the new rule will apply to all future cases. Further, if a dwelling or structure that was previously covered by being "Grandfathered In" is removed from a property, the "Grandfathered In" status will no longer be in effect for that property.

1.9 "Operational Manual" means a living document written and maintained by the Board of Directors to act as a guide for future Boards. The document will contain recommendations and procedures that Boards have considered or enacted in the course of its normal duties to encourage historical consistency.

2.0 "Single Family Residence" shall be defined as a single structure maintained and used as a single dwelling unit. Further, it does not share HVAC facilities or equipment, hot water equipment or any other essential facility or service with any other dwelling.

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

III. Structures

3.1 No building, structure, modular structure, modified shipping container, 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 Tejas Shores Board of Directors. Used or repurposed trailers and structures are strictly prohibited.

3.2 No building shall be erected with exterior siding of unpainted metal, bare aluminum, rusted metal, 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 1/1A. Mobile homes are subject to the size restrictions in 3.4 below.

3.4 The total 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. Enclosure or skirting must be installed within (90) ninety days of trailer/mobile home placement.

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, be used as a residence, temporary or permanent. Nor shall any structure of a temporary character be used in any way on any lot. A camp trailer, recreational vehicle 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. Using as a guest room for up to three (3) consecutive days is permissible otherwise provided they are not back to back or otherwise consecutive periods.

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 or equipment used for commercial purposes except for normal residential requirement, or by any person other than the lot owner.

3.10 The owners and/or occupants of a 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 from the house face to the lake shore 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. Noise levels shall be kept within range deemed acceptable by local and State of Texas laws and codes.

5.2 Dogs are the responsibility of their owners. All dogs shall be kept in a fenced area or secured by chain or leash and no animal will be allowed to roam or run about at large. All outside dogs and outside cats shall wear a collar at all times exhibiting a current rabies vaccination tag issued by a licensed veterinarian in compliance with the regulations of Houston County, along with an identification tag indicating the animal's name and the owner's name, address, and phone number. Further, no animal shall be off-leash in any common area of Tejas Shores subdivision. 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.

VI. 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 except on a temporary basis as approved in writing by the Board of Directors.

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 (gray or otherwise) into a road, street, alley, public ditch, or Houston County Lake, either directly or indirectly, is strictly prohibited. Septic systems must be maintained on a regular basis and kept up to the standards established by local and state authorities. At no time shall any system become offensive to any property owners.

VIII. Drainage

8.1 Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water. Maintenance of such is the responsibility of the individual lot owners.

8.2 Drainage ditches shall not be modified, altered or otherwise changed without the express written approval of the Tejas Shores Board of Directors.

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 Board of Directors. 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 Vehicles and Trailers

No vehicle, 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

Inoperable and/or abandoned vehicles shall not remain on lot owner's property for a period greater than thirty (30) days. An abandoned vehicle may be defined as one without a current registration.

XII. Repair

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

XIII. Firearms and Hunting

The use or discharge of firearms in the subdivision, for any reason, is prohibited. Hunting is strictly prohibited as dictated by the Houston County Commissioners Court and the Texas Parks and Wildlife Department.

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 Board of Directors.

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 in good standing 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. Overnight camping is strictly prohibited in this area.

17.2 Park restrooms are to be used as a convenience to Park users and in no event shall they be used as permanent facilities for property owners.

17.3 Only the owners in good standing 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 Board of Directors. The Board of Directors 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 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.

XIX. Tejas Shores Board of Directors

19.1 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.

19.2 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.

XX. Tejas Shores Maintenance Fund

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

The property 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(s) of all given lots in Tejas Shores subdivision payable annually as invoiced, to the Tejas Shores Maintenance Fund. Such annual charge may be adjusted from year to year by the Board of Directors as 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. Maintenance fees received after sixty (60) days of the invoice date will be subject to a late charge as set by the Board of Directors.

20.2 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.

20.3 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.

20.4 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.

20.5 Property owner(s) agrees and consents to, and joins in, such maintenance charges, as defined in Section 20.1 above, 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. Property owner also agrees to pay a transfer fee to the Tejas Shores Maintenance Fund as set by the Board of Directors once any property changes ownership.

20.6 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.

XXI. 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.

XXII. 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.

XXIII. Enforcement

23.1 The owner(s) of any lot hereby gives the Tejas Shores Board of Directors 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.

23.2 All owners in arrears of Maintenance Fees, fines levied by the Tejas Shores Board of Directors or fines assessed by any court proceedings will be deemed to be "***an owner(s) not in good standing.***" Such owner(s) and/or guests are not permitted to use Tejas Shores common areas for any purpose and owner(s) will also not be able to vote in any Tejas Shores elections until such fees and fines are paid in full.

23.3 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.

XXIV. 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.

XXV. 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.

XXVI. Terms and Conditions

26.1 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.

26.2 The terms, conditions and provisions of this agreement shall be governed, controlled, and construed by the laws of the State of Texas. Venue for all purposes shall be in Houston County, Texas.

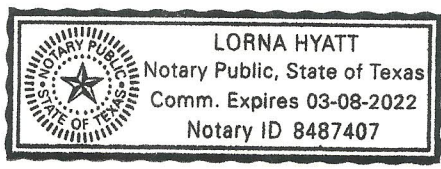
WITNESS our hands effect this 23 day of November, 2020.

David O. Loew
DAVID LOEW
CHIEF OF TEJAS SHORES TRIBAL COUNCIL

Gordon Brannaka
SECRETARY, TEJAS SHORES

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23rd OF November, 2020
BY DAVID LOEW AND GORDON BRANNAKA.

Lorna Hyatt
NOTARY PUBLIC, STATE OF TEXAS



Terri Meadows
COUNTY CLERK



401 East Houston Avenue, First Floor
Crockett, TX 75835
PHONE (936) 544-3255, ext. 239

DO NOT DESTROY

WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 20202814
FILED FOR RECORD ON : 11/23/20 11:09 AM
SUBMITTER: DAVID O LOEW II
RETURN TO:

Book: Page:
of Pages: 11

TEJAS SHORES TRIBAL COUNCIL
121 TEJAS TRAIL
GRAPELAND, TX 75844

Grantor TEJAS SHORES SUBDIVISION
Grantee PUBLIC

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped here on by me and was duly RECORDED in the Official Public Records of Houston County County, TX.

Terri Meadows
County Clerk, Houston County County, Texas

BY: *Befinda Anson*
Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**