

**SUNEAGLE BAY OWNERS ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Approved DATE

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") executed by SUNEAGLE BAY OWNERS ASSOCIATION, a Texas non-profit corporation ("Declarant").

RECITALS

Declarant has the authority to amend this Declaration with three fifths (60%) of eligible votes cast.

Declarant intends that the SUNEAGLE BAY property is developed as a single-family sub division (the Subdivision").

Declarant desires to now establish Covenants, Conditions and Restrictions upon the SUNEAGLE BAY Property and each and every Lot contained therein, in order to establish a general plan for the future development of the SUNEAGLE BAY Property.

Declarant has established Owners Association Lots and easements on, over and across portions of the SUNEAGLE BAY Property for the mutual benefit of all present and future Owners of Lots within the SUNEAGLE BAY Property.

Declarant further desires to create an Owners Association (i) to preserve, operate and maintain the Owners Association Lots, and common properties (ii) to administer and enforce these Covenants, Conditions and Restrictions, (iii) to collect and disburse funds pursuant to the assessments and charges created in this Declaration and/or Association By-Laws, and (iv) to perform such other acts as shall generally benefit all of the property hereinafter described.

The Declarant shall charter the Association under the Texas Non-Profit Corporation Act for the purposes of assuring compliance with the terms of these Covenants, Conditions, and Restrictions and all other terms contained in this Declaration, subject to the provisions of the Articles and By-laws, and shall have all of the powers set forth in the Articles and By-laws. Declarant and the Board shall never be under any obligation to enforce the Covenants, Conditions and Restrictions and other terms of this Declaration, and any failure to enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, or the Board of Directors.

Declarant hereby covenants, agrees and declares that (a) the Lots and common property shall be held, sold, transferred and conveyed subject to the easements, Covenants, Conditions and Restrictions set forth in this Declaration; (b) these Covenants, Conditions and Restrictions, easements, dues, assessments and delinquencies shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereafter, and shall insure to the benefit of each Owner of all or a part of the property.

Every Owner shall be a member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot or Lots. This Declaration amends, supersedes, and totally replaces the previously filed Declaration and Declaration Amendments, the original Declaration being recorded in Volume 1034 Page 324 and Volume 1073 Page 59 of the Official Public Records of Wood County, Texas. . Texas Vernon Civil Statutes, Chapter Nine, covers interpretation not contained in Covenants, Conditions, and Restrictions or Bylaws.

ARTICLE I

DEFINITIONS

The terms in quotations used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article I.

- Sec. 1.1** "ACC" shall mean and refer to the Architectural Control Committee for the Property. The Committee Members shall serve at the direction of the Board.
- Sec. 1.2** "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as they may be amended from time to time.
- Sec. 1.3** "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be duly amended.
- Sec. 1.4** "Assessments" shall mean Regular Assessments and Special Assessments as defined below.
- (a) "Regular Assessment" shall mean and refer to the amount assessed to each Lot and to be paid by each Owner to the Association for that Owner's portion of the Owners Association Expenses.
- (b) "Special Assessment" shall mean a charge against each Owner and or such Owner's Lot equal to such Lots portion of the cost to the Association for increased operating or maintenance expenses or costs for installation, construction or reconstruction of any Common Areas or any capital improvement located thereon which the Association may from time to time authorize.
- Sec. 1.5** "Association" shall mean and refer to SUNEAGLE BAY OWNERS ASSOCIATION, a Texas Non-profit corporation, its successors and assigns and will refer to the Board of Directors as the governing body.
- Sec. 1.6** "Board" shall mean and refer to the Board of Directors of the Association.
- Sec. 1.7** "By-Laws" shall mean and refer to the By-Laws of the Association as the same may from time to time be duly amended.
- Sec. 1.8** "City" shall mean the City of Yantis, Texas.
- Sec. 1.9** "Declarant" shall mean SUNEAGLE BAY OWNERS ASSOCIATION, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of SUNEAGLE BAY OWNERS ASSOCIATION as Declarant expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of rights of Declarant hereunder.

- Sec. 1.10** "Declaration" shall mean this instrument as it may be amended from time to time.
- Sec. 1.11** "Extended Stay Application" shall mean an application required to be completed for temporary campers who stay longer than 14 days in a consecutive 30-day period.
- Sec. 1.12** "Exhibit A" shall mean an attachment to these Declaration of Covenants, Conditions and Restrictions.
- Sec. 1.13** FHA" shall mean and refer to the Federal Housing Authority.
- Sec. 1.14** "Final Plat" shall mean and refer to the final plat of the Property approved by the City of Yantis if required and filed by Declarant in the Real Property Records of Wood County, Texas.
- Sec. 1.15** "Insurance" shall mean to obtain and maintain, in effect policies of insurance, which, in the opinion of the Board of Directors are reasonably necessary or appropriate to carry out the Association functions.
- Sec. 1.16** "Lot" shall mean and refer to each Lot platted on the SUNEAGLE BAY Property.
- Sec. 1.17** "Lot Site" shall mean two or more contiguous Lots owned by the same Owner and used or held for use by disregarding the boundary setbacks as prescribed in Article II and Article IV.
- Sec. 1.18** "Material" shall refer to the kinds or types of construction material used to construct, repair, or modify any structure on the Property.
- Sec. 1.19** "Owners Association Expenses" shall mean and refer to any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the Owners Association Lots, including the Association's administrative cost incurred in connection therewith, and any other expenses incurred by the Owner's Association in furtherance of its purposes or as prescribed by the Articles of incorporation and By-Laws.
- Sec. 1.20** "Owners Association Common Area" shall mean and refer to all real property and all easements, licenses, right-of-way and other interest in real property, if any and the improvements thereon, within the Property which are assigned to the Association and all recreational facilities and related improvements situated thereon. Notwithstanding any restriction or provisions herein set forth, lots 324, 325, 326, 327, 328, 329, 330, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, in Section 1 will contain a swimming, septic system, cabana with toilets and showers, playground equipment, barbeque grills, picnic tables, an office, and a firehouse. Lots 20, 72A, 101, 102, 287 in Section 1 and lot 97 in Section 2 will have holding tanks, water outlets, and small bathhouse. Lot 72 in Section 1 a waterfront park, will contain picnic tables, barbecue grills, boat ramp, and fishing piers.
- Sec. 1.21** "Owner" shall mean each person, corporation, partnership, association, or joint venture which is a part of the Association. It shall also mean each person, persons or entity that has a titled or deeded interest in any part of the property. However a person, persons or entity that has only a security interest in the property shall not be considered a voting Owner.

- Sec. 1.22** “Owner not in Good Standing” An Owner that is in arrears more than 30 days paying dues, assessments, late charges and/or barred from using common area facilities, such as boat ramp, piers, swimming pool and bath house.
- Sec. 1.23** “Other Structures” shall mean structures that cover owners RV, patio, boat, cars or other items that require shelter from the elements of weather. Gazebos, storm shelters, boat awnings, laundry rooms or utility sheds that are not specifically used as storage buildings, outdoor fireplaces or any other structures that require Architectural Control Committee approval.
- Sec. 1.24** “Person or Persons” shall mean an individual, entity or entities that have the legal right to hold title to real estate property.
- Sec. 1.25** “Plans & Specifications” shall mean any and all documents designed to guide or control the construction or erection of any improvements including but not limited to those indicating location, size, shape, configuration, material, site plans, excavation and plans, foundation plans, drainage plans, landscaping, fencing plans, elevation floor-plans, specifications and all building products and construction grading drawings, techniques, plans for utility service and all other documents or information relevant to such improvement.
- Sec. 1.26** “Property” shall mean all Lots and common property owned by the Association and all individually owned Lots within SUNEAGLE BAY SUBDIVISION.
- Sec. 1.27** “RV Unit” is defined as a RV unit further described in Article V.
- Sec. 1.28** Sewer Rates shall be established by Talon Sewer Service and Water Supply Corporation or similar entity name formed for the purpose of providing sewer service to SUNEAGLE BAY SUBDIVISION. The rates are governed under the rules and regulations of TCEQ.
- Sec. 1.29** “Single Family Unit” Includes an Owner, his or her spouse, their parents and their children as defined in the Internal Revenue Code, but only if the Owner and/or spouse can claim a dependency deduction for the parents and children.
- Sec. 1.30** “Storage and other Structures” are defined herein.
- Sec. 1.31** “TCEQ” is defined as Texas Commission on Environmental Quality.
- Sec. 1.32** “Temporary Unit” is defined as a camping unit further described in Article V; is used less than 14 days in a 30 day consecutive period with no fee.
- Sec. 1.33** “Vernon’s Texas Civil Statutes” shall refer specifically to Chapter 9 which regulates or supplements guidelines for non-profit corporations in the state of Texas as it now exists and as it may be subsequently amended.
- Sec. 1.34** “Utility Entity” shall mean an entity formed and owned by its members for the purpose of operating and maintaining a wastewater treatment system located in the SUNEAGLE BAY subdivision.
- Sec. 1.35** “Voting Rights” shall mean all voting rights subject to the provisions and restrictions set

forth herein, and in the By-Laws.

Sec. 1.36 "Wastewater Treatment System" shall mean a wastewater system installed in the SUNEAGLE BAY subdivision for the purpose of treatment of raw sewage.

Sec. 1.37 Talon Sewer Service and Water Supply Corporation or a similar entity name shall mean a corporation owned by its members formed for the purpose of operating and maintaining a wastewater treatment system located in the SUNEAGLE BAY Subdivision.

Sec. 1.38 "Weapon" shall mean any device capable of emitting a projectile, which might cause injury or harm to persons or property.

Sec. 1.39 "Yard Signage" shall mean lot signage, for sale signs, banners, advertisements, ACC committee approval signs, yard sale signs, lot identification signs and any other signage placed on lot or lots.

ARTICLE II

Sec. 1.1 The Board shall appoint an Architectural Control Committee (ACC) composed of a minimum of three members plus a sitting member of the Board to serve as chairman of the committee. The ACC committee will be responsible to the Board of Directors.

Sec. 1.2 The term of any one ACC Member shall not exceed one year; however, a member may be reappointed or removed by the Board.

Sec. 1.3 The duties of the ACC shall be to:

- (a) protect the Owners from improper use of Lots, thus preserving so far as practicable, the natural beauty of said property;
- (b) to guard against the placement thereon of poorly designed or proportioned structures and structures manufactured of improper or unsuitable materials;
- (c) to obtain harmonious architectural schemes to insure the highest and best best development of said property;
- (d) to encourage and secure attractive usage thereon;
- (e) to secure and maintain proper setbacks from streets and easements;
- (f) in general, to provide adequately for a type of high quality improvements on said property;

Sec. 1.4 Any disputes or refusal of Owners to correct a condition cited by the ACC shall be reported to the Board for their decision and/or action.

Sec. 1.5 Within reasonable limits, the ACC has the right to inspect all Lots for Covenants, Conditions, and Restrictions or By-Laws violations (see item Article 13, Sec.1.1).

Sec. 1.6 Signs are not allowed to be posted on lot without prior approval of the ACC with the

exception of yard sale signs, for sale signs or any other ACC approved signs.

ARTICLE III

- Sec. 1.1** All Lots and Lot Sites are limited to use by a Single Family Unit as defined in Article I 1.29.
- Sec. 1.2** No more than one camper unit may be used on any Lot, except in the case of contiguous Lots as permitted in Article IV, Sec.1.5.
- Sec. 1.3** A Temporary Camper Unit may not exceed (14) days during any 30-day consecutive period on any lot within SUNEAGLE BAY subdivision. Extended stay applications will apply if temporary camper unit exceeds 14 days in a 30-day consecutive period.
- Sec. 1.4** No building can be placed or maintained on any Lot in the Subdivision other than an enclosed boat storage, a private storage building an enclosed deck, or other approved structures, which are for the sole use by the Lot Owner and may not be primarily used as primary living quarters.
- Sec. 1.5** Boat docks, boat ramps or storage buildings that are built upon the Sabine River Authority and are not regulated in this declaration until or unless Sabine River Authority secedes its authority for such regulation and there is a negative impact to SUNEAGLE BAY OWNERS ASSOCIATION, Inc. and/or its property.
- Sec. 1.6** No Lots, RV's or structures of any kind may be used for onsite commercial, retail, rental, leasing or multifamily purposes within the SUNEAGLE BAY subdivision.

ARTICLE IV

- Sec. 1.1** Only ACC approved construction will be permitted on any lots. All construction must comply with the following requirements and with ACC rules.
- (a) All construction must be completed with approved materials. Construction must be completed within a specified timeframe as outlined in the ACC rules.
- (b) All construction must be completed on-site within the subdivision or be commercially constructed off-site.
- (c) Only the following types of construction will be permitted except as specified in the following subparagraph. All structures must be built in accordance with approved plans.
- (1) Fences – Materials are defined in the ACC rules. Fences may not exceed six (6) feet in height on lots located within the interior perimeters of SUNEAGLE BAY. Lots that border the exterior of SUNEAGLE BAY subdivision may install an eight (8) foot fence on the property that borders neighboring properties outside of SUNEAGLE BAY.
- (2) Storage buildings– Building size requirements are defined in the ACC rules; all buildings must be constructed of material approved by the

ACC.

(3) Boat storage buildings size requirements and materials are defined in the ACC rules. Boat Storage building must be approved by the ACC. Owner must complete intent to inhabit agreement before approval by the ACC will be granted for construction of boat storages.

(4) Enclosed Decks-Building size, specifications, and material requirements are defined in the ACC rules.

(5) Screen Rooms/Sun Rooms –Building size, specifications and requirements are defined in the ACC rules.

(6) Other Structures-RV, Patio and boat awning covers must be constructed of metal. Materials to construct other structures must be approved by the ACC. Other building structures are defined in Article I structure is Sec. 1.23, the maximum size of this type of building defined in the ACC rules.

(7) No RV unit can be used as a storage facility.

Sec. 1.2 Only those structures enumerated in Sec 1.1 (c) of this Article shall be permitted, with the exception that the Board, with the approval of a majority vote of Owners, voting on the issue approval, may add additional allowable structures, and may change the building material requirements and size from time to time.

Sec. 1.3 Fences shall be permitted to extend to the side and back Lot lines and to no less than five (5) feet of the front lot lines. They shall not impair the easements reserved and granted in these Covenants, Conditions and Restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the Lot Owner and not by the utility company nor by SUNEAGLE BAY OWNERS ASSOCIATION.

Sec. 1.4 No recreational vehicle or structure, other than a fence, shall be located nearer to the side and front street line than five (5) feet.

Sec. 1.5 “Side Lot Line” and “Rear Lot Line” as used in this paragraph shall also mean in the case of contiguous Lots owned by the person or persons and used as a single Lot-site, respectively:

- (a) Each and/or either of the two outer most Lots;
- (b) The rear Lot or Lots Lines furthest from the front.

Sec. 1.6 The ACC shall have approval or disapproval authority over all modifications of drainage impacting any area outside the lot(s), common areas and/or its easements being altered. No natural drainage may be altered. Drainage changes shall not be made on any Lot without pre-approval of the ACC. Owners of adjacent Lots must be notified of all proposed drainage changes before final approval.

Sec. 1.7 Owners agree to indemnify and hold SUNEAGLE BAY OWNERS ASSOCIATION, its

Association board of directors, committee members, employees and the property of the and its owners free and harmless from any and all liabilities, claims, losses, damages, or expenses, including any attorney's fees and/or costs that may occur by reason of the death or injury of any person.

ARTICLE V

Sec. 1.1 No building or structure other than a RV unit or temporary camping unit shall be used as a dwelling (primary living quarters). It may not exceed a total of 400 square feet.

(a) RV units are tongue-pull trailers, fifth-wheel trailers, park model trailers and motor homes.

good (b) RV units must be certified commercially manufactured and maintained in repair and appearance.

(c) Converted buses are not considered camper units under these Covenants, Conditions and Restrictions and will not be allowed in the subdivision.

hours when not (d) Temporary camping units are removable truck-borne campers, pop-up trailers, van conversions, and tents. Tents must be taken down within 24 hours when not in use. Pop-up campers must be lowered within 24 hours in use.

Sec. 1.2 (e) RV units must be self contained; refer to Article XII, sec. 1.1 for Any camper unit being brought into the subdivision for the first time must be inspected suitability and approved by the ACC.

ARTICLE VI

Sec. 1.1 Assessments, including those herein described, as well as those imposed by the Board and properly approved by the Owners shall be and are hereby secured by a lien ninety (90) days after the due date except as specified in Sec. 1.2 and Sec. 1.3 of this Article.

Sec. 1.2 The SUNEAGLE BAY Developer and its successor or assigns shall not be subject to Sec 1.1 and Sec. 1.3 of this Article until November 1, 2011 for Lots within SUNEAGLE BAY Subdivision that have not been sold, repossessed, or otherwise reacquired by the Developer.

Sec. 1.3 Regular monthly assessments shall be applied to all owners. The regular monthly assessments will be determined by a majority of eligible voting owners and are governed by SUNEAGLE BAY OWNERS ASSOCIATION By-laws.

Sec. 1.4 Special assessments shall be applied to all owners. Special assessments will be determined by a majority of eligible voting owners and are governed by SUNEAGLE BAY OWNERS ASSOCIATION By-laws.

Sec. 1.5 All assessments shall be payable to the Association (a Texas non-profit corporation). Such assessments may be used for the enforcement of this declaration of Covenants, Conditions and Restrictions, and for construction, improvements and maintenance of

used for
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roads, streets, swimming pool, office, sewer and park; assessments shall also be
loan obligations, pay taxes, pay park employees, administrative expenses,
insurance, and for any other uses approved by the Board of Directors of
BAY OWNERS ASSOCIATION.

Sec. 1.6 Interest and/or late fees as set by the board may be accrued if any assessment is not paid within the time specified by the By-Laws.

Sec. 1.7 Nothing in this Declaration shall preclude the Board from making assessments from time to time provided the Boards' Resolution is approved by a majority of the Owners' votes cast in a properly called election as outlined in the Subdivision Restrictions or By-laws voting guidelines.

ARTICLE VII

Sec. 1.1 In order to protect the natural beauty of the Subdivision, to promote the full enjoyment of the Association assets by the Owners and their guests, and to prevent the depreciation of the Owners' invested value the following restrictions are imposed:

(a) No rubbish, debris, or burn barrels of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise there from so as to render the property or any portion thereof unsanitary, offensive or detrimental to any other property or to its occupants. Rubbish, garbage, trash shall be kept at all times in covered containers. Such containers shall be kept within enclosed structures or appropriately screened from view.

(b) No portion of any Lot shall be used for unsightly storage items, which may include household goods, building materials, unlicensed motor vehicles, unlicensed boats, or any other items, which the ACC and/or Board of Directors deems objectionable under this section.

(c) Visible inoperative motor vehicles and boats will be repaired or removed from the subdivision. The owner will be notified via certified mail or in person by the ACC and/or Board of Directors; owner must correct violation within 30 days after receiving notice via certified mail or in person.

(d) Refrigerators and other large appliances shall not be used or stored in an unenclosed area and must be out of sight from roads or neighboring lots.

(e) Grass and weeds on lots developed by owner shall be kept cut to promote a neat appearance and to prevent a fire hazard. Lots that have never been developed i.e. trees and bushes never cut, no electricity, sewer or no RV on property will be considered undeveloped and will be considered "natural look." It is the responsibility of the owner to keep the ditches in front of their lots maintained.

(f) No outdoor toilets or privies shall be allowed within the property. No wastewater may be disposed upon, in or under any lot hereunder.

(g) Any private well or wastewater treatment system must be State of Texas approved per TCEQ guidelines.

Sec. 1.2 The ACC and/or Board of Directors shall have the authority to interpret these standards and cause any non-complying Lot Owner to be notified by mail or in person. If the violation is not corrected within 30 days, the ACC and/or Board of Directors will notify the lot owner for corrective action via certified mail. If failure to correct violation after

certified mail notification SUNEAGLE BAY OWNERS ASSOCIATION may bill the Lot Owner for corrective action with a minimum fee of \$50.00 per Lot per violation per month plus one and one half percent (1.50%) interest as prescribed by law, after 90 days if the owner has failed to correct violation; SUNEAGLE BAY OWNERS ASSOCIATION may take legal action to get violation corrected. The owner will be responsible to pay all legal expenses and all other expenses incurred in this process, including attorney's fees.

ARTICLE VIII

Sec. 1.1 No Lot may be divided or subdivided by any Owner.

ARTICLE IX

Sec. 1.1 No hunting or discharging of firearms (to include BB guns and pellet pistols or rifles), and/or other weapons capable of discharging a projectile shall be permitted on any Lot or in any part of the Subdivision including any common areas of the Subdivision. Applicable State laws will apply.

Sec. 1.2 No Lot or any part of a Lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association and Lot Owner.

Sec. 1.3 Off road recreational vehicles such as dirt bikes, ATVs, go carts, and 4-wheelers shall not be operated on the Subdivision premises, excluding a variety of golf carts.

Sec. 1.4 Dogs must be kept on a leash or restrained. Birds must be caged. Cats are not required to be restrained. No other animals are allowed within the subdivision. No kennel or breeding operations are allowed.

Sec. 1.5 Children 12 years old and under must be accompanied by a responsible adult (18 or older) when operating a golf cart. Children 13 years old and above must have written permission from a responsible adult filed in the office and carried on the golf car at all times.

Sec. 1.6 When present at the SUNEAGLE BAY SUBDIVISION, all owners, family and guest are expected to adhere to all applicable Federal, State and Local laws. The operation of motor vehicles, with the exception of golf carts and golf cart like vehicles will be guided by the same rules for operation of motor vehicles as found on public streets, so long as vehicles, trailers, golf carts, etc are not driven off the subdivision property on to a public road, a valid current registration will not be required.

ARTICLE X

Sec. 1.1 The Board shall have the sole authority to interpret this Declaration of Covenants, Conditions and Restrictions.

Sec. 1.2 A Board of Director member may be removed from office, with or without cause, by the persons entitled to elect, designate, or appoint the director. If the director was elected to office, removal requires an affirmative vote of owners equal to the vote necessary to elect the director.

Sec. 1.3 The Association shall not enter into any contract to pay, and shall not pay any salary or other remuneration to any officer, director or committee member of the Association for their services as such nor in any other capacity regardless of the capacity in which they may act.

Sec. 1.4 No Board of Directors member or other person shall grant permanent usage of any Suneagle Bay Property, to include deeded land, common land, or leased land. If temporary usage has been granted, the Board of Directors may at any time, terminate that right with a 30 day written notice.

ARTICLE XI

Sec. 1.1 All general elections shall be posted on the office bulletin board at least thirty (30) days before the election is held.

Sec. 1.2 A Canvassing Committee shall be appointed by the Board to count the votes. The Canvassing Committee shall certify the passage or rejection of all issues.

Sec. 1.3 At least three-fifths (60%) of the valid votes cast shall be required to amend this Declaration. Owners may vote in person or by mail unless the vote is handled by absentee votes that are done by mail only. No proxies will be allowed.

Sec. 1.4 More than one-half (50%) of the valid votes cast shall be required to pass any assessment or special assessment regulated by the By-Laws or modifications to the By-Laws. Owners, provided they are in good standing, may vote in person or by mail unless the vote is handled by absentee votes that are done by mail only. No proxies will be allowed.

Sec. 1.5 A property owner may not cast more than one vote regardless of the number of lots the person owns, if more than one person owns an interest in a lot, the owners may cast only one vote for that lot. A person may not vote if the person has an interest in a lot only by virtue of being a lien holder. (Vernon's Civil Statutes, Chapter 9, Article 1396-2.13.)

Sec 1.6 Voting rights, determination of quorums, requirement for more than simple majority approval and other matters related to corporate operations and administration of the Association shall be controlled by the Articles of Incorporation and By-Lays of the Association as they now exist or may be subsequently amended. Voting rights as to modification, amendment or change of the Deed Restrictions and Covenants contained in this declaration shall be controlled by these Restrictions as adopted and as may be subsequently modified, changed, or amended as herein provided. In the event of a conflict between the voting rights under the Association organizational documents and these Declarations, these Declarations shall control all issues involving change or amendment of the Deed Restrictions and Covenants established for properties in the Subdivision.

ARTICLE XII

Sec. 1.1 Owners that are not hooked up to sewer system must transport the sewer contained in the owners RV to an outside dump facility. Sewer can only be transported out of park in a self contained RV unit. No unauthorized sewer dumping is permitted within the subdivision. Unauthorized or illegal dumping of sewer will be prosecuted to the full

extent of the law. SUNEAGLE BAY OWNERS ASSOCIATION may fine property owner up to Five Hundred Dollars (\$500.00) per incident; any related cleanup expenses will be the responsibility of the violator. SUNEAGLE BAY OWNERS ASSOCIATION will report all violations to TCEQ.

Sec. 1.2 The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, and conditions imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers of any covenant or conditions or restriction must be approved by the Board of Directors and in writing signed by the parties to be bound by the waiver.

Sec. 1.3 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Sec. 1.4 These easements, restricts, covenants, and conditions are for the purpose of protecting the value and desirability and the purposes for which the property was developed. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property and any Owner, in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Lot and each Lot Owner and shall be perpetual.

Sec. 1.5 This Declaration shall be liberally construed to effectuate its purpose for creating a uniform plan for the Property.

ARTICLE XIII

Sec. 1.1 **In case of any emergency (life threatening)**, the responding representative of the SUNEAGLE BAY OWNERS ASSOCIATION may enter onto an Owner's Lot(s) and into improvements thereon, without being liable to any Owner, upon any lot and into any improvement thereon for the purpose of enforcing the SUNEAGLE BAY OWNERS ASSOCIATION Covenants, Conditions and Restrictions or for the purpose of maintaining or repairing any area, improvement or other facility to conform to the SUNEAGLE BAY Covenants, Conditions and Restrictions and the expense incurred by the Association in correction with the entry upon any lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the lot entered upon, shall be a lien upon the lot entered upon the improvements thereon and shall be enforced in the same manner and to the same extent as provided in Article VI hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the SUNEAGLE BAY Covenants, Conditions and Restrictions. The Association is also authorized to settle claims, enforce liens and take all such actions as it may deem necessary to expedite and enforce the SUNEAGLE BAY Covenants, Conditions and Restrictions, provided, however, that the Board shall never be authorized to

expend any Association funds for the purpose of bringing suit against Declarant, Its successors or assigns.

Sec. 1.2 Written notice prescribed in Sec. 1.1 of this Article shall be sent to the Owner’s recorded address in file with SUNEAGLE BAY OWNERS ASSOCIATION.

ARTICLE XIV

Sec. 1.1 Owner Not in Good Standing:

“for a. The Board of Directors may declare any Owner to be “not in good standing any of the following reasons:

(1) Failure to pay any Assessment or charges due to the Association within thirty days after Owner has been notified by Certified Mail.

(2) Destructive acts within the Subdivision.

common (3) Unauthorized tampering with any sewer, public utility lines or property of the Association.

(4) Threats or harassing acts towards any Owner or Officer of the Association.

(5) Failure to respond to corrective actions specified by Certified Mail by the ACC and/or Board of Directors within the required time.

that (6) Authorizing or participating in any way with the denied use of SEB recreational or common properties by another owner (guests of owner) previously declared not in good standing.

Sec. 1.2 Owners not in good standing may not utilize any SUNEAGLE BAY OWNERS ASSOCIATION recreational or other common property as defined in paragraph (a) in this section, an owner not in good standing does not have the authority to permit any non-owner or guest to utilize these properties.

which (a) An “Owner not in good standing” may not utilize any recreational facility all include: swimming pool, bathhouse, parks, fishing pier, boat ramp, road not common parking areas (excluding the office), and any subdivision Board directly leading to the owner’s property from the front gate. The according to the violation reserves the right to adjust the right to use privilege and extenuating circumstances.

Penal (b) Violations of these restrictions will be prosecutable under current Texas Criminal trespass Laws.

considered (c) Should any Owner be declared “not in good standing” wish to appeal the Board’s decision, he/she may request a meeting with the entire Board members at the earliest possible date. The Board’s decision will be final following this appeal hearing.

directors (d) An owner in violation of any of the aforementioned rules may be designated an owner “not in good standing” for any period of time by the board of in accordance with the seriousness of the violation.

ARTICLE XV

Sec 1.1 "Insurance" shall mean general liability and hazard insurance coverage for all common areas of the park such as the pool, bathhouse, office, fishing piers, boat ramp and roads. The Association pays the premiums. It is the sole responsibility of each lot owner to carry insurance coverage needed to protect his or her individual property in case of damage; in addition each lot owner is responsible for carrying general liability coverage for personal liability protection.

ARTICLE XVI

Sec.1.1 If any persons, person, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the Wood County, a municipal or county corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said persons or entity from violating or attempting to violate such agreement or covenant and for attorney's and cost of court. This agreement will remain in full force and effect until such date the Covenants Conditions and Restrictions are modified.

SUNEAGLE BAY OWNERS ASSOCIATION

Jewel Kelly, President

SUNEAGLE BAY OWNERS ASSOCIATION

G.W. Loughmiller, Vice President

This instrument was acknowledged before me on the ____ day of _____ 2009, by Jewel Kelly, President of SUNEAGLE BAY OWNERS ASSOCIATION, a Texas Non Profit Corporation on behalf of said Corporation.

Jewel B. Kelly, President SunEagle Bay

This instrument was acknowledged before me on the ____ day of _____ 2009, by G. W. Loughmiller, Vice President of SUNEAGLE BAY OWNERS ASSOCIATION, a Texas Non Profit Corporation on behalf of said Corporation.

G. W. Loughmiller, Vice President SunEagle Bay

STATE OF TEXAS
COUNTY OF WOOD

This instrument was acknowledged before me on _____,
By _____, as _____ of SUNEAGLE BAY OWNERS ASSOCIATION, a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.

Notary Printed Name:
My Commission expires:

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF WOOD

NOTICE TO PROSPECTIVE PURCHASERS OF LOTS IN SUNEAGLE BAY OWNERS ASSOCIATION
REGARDING RULES, BYLAWS, DECLARATION, LIENS, RESALE CERTIFICATES AND
MANAGEMENT

All prospective purchasers of lots in SUNEAGLE BAY according to the Declaration of Covenants, Conditions, and Restrictions originally filed in Volume 1034, Page 324 and Amendment filed in Volume 1073, Page 59, Real Property Records of Wood County, Texas, as amended, are notified by the SUNEAGLE BAY OWNERS ASSOCIATION, as follows:

1. Before finalizing the purchase of any lot in SUNEAGLE BAY, please be aware that you are, as a matter of law, on notice of all the contents of the above declarations and the association's bylaws and rules. Such documents are binding upon all lot owners.
2. The Declaration and Association rules contain limitations regarding the use of the lots and common areas by owners, their families and guests. They contain a lien on your lot for unpaid assessments and other sums.
3. It is recommended that you obtain copies of all of the foregoing instruments and read them prior to making a final commitment to purchase a lot in SUNEAGLE BAY.
4. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owners, including attorneys' fees, interest and other charges. You are advised to obtain a "resale certificate" or similar document from the association which will verify whether there are any unpaid amounts. The resale certificate may also address such things as the amount of assessments for your lot, association reserves, budgets, pending lawsuits (if any), etc.
5. The name and address of the managing agent for the association for purposes of obtaining resale certificates, copies of documents, and information about delinquent sums owed to the association by owners selling their lots is shown below or as may be charged from time to time.

SUNEAGLE BAY OWNERS ASSOCIATION

By: _____
Title: _____

STATE OF TEXAS
COUNTY OF WOOD

This instrument was acknowledged before me on _____,
By _____, as _____ of SUNEAGLE BAY OWNERS ASSOCIATION, a
nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.

Notary Printed Name:
My Commission expires:

After recording return to: SUNEAGLE BAY OWNERS ASSOCIATION PO BOX 359 YANTIS, TEXAS 75497