

**SunEagle Bay Property Owners Association
Validated Subdivision Restrictions
Proposed Amendments
July 2022 Ballot**

***DO NOT RETURN THIS DOCUMENT IN BALLOT ENVELOPE**

Current/Validated Item 1:

1. There shall be established an Architectural Control Committee composed of three(3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the placement thereon of poorly designed or proportioned structures and structures manufactured of improper unsuitable materials, to obtain harmonious architectural schemes; to insure and maintain the highest and best development of said property; to encourage and secure attractive camping usage thereon; to secure and maintain proper setbacks from streets and in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the undersigned nor the Architectural Control Committee, nor the members of said committee, nor the Directors, nor officers of SunEagle Bay Owners Association, shall have any liability nor responsibility at law nor in the equity on account of the endorsement of, nor on account of, the failure to enforce these restrictions. [Wood County Doc # 70-1987-00045665](#)

Suggestion for Amendment of Item 1: Residential Subdivision & Architectural Review Authority (ARA)

A: Sun Eagle Bay Subdivision is a single-family residential development only. No member owned lots or buildings, nor any POA land owned or leased, or POA facilities or equipment are to be used for Commercial purposes. No member owner lot, or the improvements thereon, may be rented or leased.

It is the sole responsibility of the member owner to be familiar with both the SEB Bylaws and Deed Restrictions. These documents are available on the official SEB website at suneaglebay.com, or the **Official Sun Eagle Bay Board Information Page** on Facebook, and at the SEB POA office.

There is an established Architectural Review Authority (ARA) composed of three, or more, members appointed by the President of the SunEagle Bay Property Owners Association.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Suggestion for Amendment of Item 1: A (continued)

A person may not be appointed or elected to serve on an Architectural Review Authority if the person is: (1) a current Board member (2) a current Board member's spouse or (3) a person residing in a current Board members household per TPOPA Chapter 209, Section 209.00505, Subsection (c).

***COPY SAMPLE BALLOT-DO NOT COPY OR MAIL**

The ARA is given the authority to protect owners of lots in this subdivision against: such improper use of lots as listed below, but not limited to:

(1) against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the placement thereon of poorly designed or proportioned structures and structures manufactured of improper, unsuitable materials, to obtain harmonious architectural schemes; to insure and maintain the highest and best development of said property.

(2) to secure and maintain proper setbacks from streets

(3) in general, to provide adequately for a high type of quality of improvements in said subdivision, and thereby to enhance the value of investments made by purchasers of lots therein.

B: Subject to the provisions of numbered Items 1 and 8, all exterior building material must be metal, smart board or cement board. Roofing must be metal, or any other material as designated on the ARA Application. All tarps covering roofs are to be used only in cases of emergency and only for a limited time until repairs are made. You will need a permit for tarp use over 30 days. ALL new construction, additions, enclosures or other exterior changes along with lot grade changes must be approved by the ARA and permitted. No used, existing building, RV, trailer or structure of any kind may be moved from any lot or be brought into the park and placed onto any lot without approval of the ARA committee and the Board.

Trailers, Motor homes and Fifth Wheels must be self-contained, new and permitted by the ARA before being brought into the SEB Subdivision. *A member owner may request a special waiver from the ARA signed by a majority of the ARA members and Board, to bring in a self-contained, used park model home, travel trailer, motor home or storage building that is in good, clean condition.* A Park Model Home may be exempted from being self-contained if an OSSF has already been installed on the lot.

In order to receive a permit for a new RV Trailer, Motor Home, Fifth Wheel, storage building or the construction of a new building used as a dwelling for a single family, or

FOR SUGGESTED CHANGES: YES _____ or NO _____

Suggestion for Amendment of Item 1B: continued

an addition to an existing structure, the member owner must present a completed ARA application in addition to the following documents **PRIOR** to the start of the project;

(1) a project plan including a drawing showing detailed measurements and placement of structure(s) on the lot(s)

(2) a list of materials to be used

(3) a completed ARA application

(4) a manufacturer brochure for commercially built storage buildings, travel trailers, Motor Homes, Park Model Homes or Fifth Wheels

A permit will be issued upon approval and must be CLEARLY displayed in such a manner on the lot as to be clearly seen from the road.

The ARA has the right to enter onto the property and inspect the permitted project at any point during construction to verify compliance. If at any point unauthorized material is used or an unauthorized pre-built building is brought on site, it is the member owner's responsibility to make necessary changes including the removal of a building or materials

to bring the project into compliance.

Any changes made to a permitted project must be submitted in writing to the ARA prior to implementing the changes on the project.

The Architectural Review Authority, nor the members of said authority, nor the Directors, nor officers of SunEagle Bay Property Owners Association, shall have any liability nor responsibility at law, nor in the equity, on account of the endorsement of, nor on account of, the failure to enforce these restrictions.

Fines will be assessed for each day the project remains out of compliance. Violation of any of the above items can and will receive a notice, fine and/or court action. Owners have the right to appeal any decision of the ARA. Owners may refer to TPOPA Section 209.00505, subsection (d).

A decision by the ARA denying an application may be appealed to the Board of Directors for a hearing. Refer to TPOPA Chapter 209, Section 209.00505 for owner information.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 2:

Subject to the provisions of numbered paragraph 8 hereof, all lots are restricted to use for single family purposes only and no building shall be placed or maintained on any lot

in said subdivision other than a private boathouse, a private storage building for the sole use of the owner or occupant. [Wood County Doc # 70-1987-00045665](#)

Suggestion for Amendment of Item 2: Single Family Subdivision

All lots, except lots noted in Item 10 of this document, are restricted to the use for single family residential purposes only and no building shall be placed or maintained on any lot for commercial/store front business purposes. Member owner's will be subject to fines and/or expulsion due to violation of these items.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 3:

Subject to the provisions of Item 8 hereof,

- (1) no construction will be allowed on any lot with the exception of assembling a new prefab metal storage building not to exceed 200 square feet with posted, approved permit from ACC
- (2) no used, existing buildings or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. Any other structure must have written approval of the Architectural Control Committee.
- (3) No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, without the prior written consent of the Architectural Control Committee.

***COPY SAMPLE BALLOT-DO NOT COPY OR MAIL**

(a) Boat houses or docks will be permitted only after plans are submitted and approved by the Architectural Control Committee. Last Amended by Wood County Doc # 70-2015-00008841.

Suggestion for Amendment of Item 3: Drainage

No drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, without the prior written consent of the Architectural Review Authority or SRA where applicable.

Boat houses or docks are allowed only on SRA leaseback property. After plans are approved by the Sabine River Authority (SRA) a copy of approval must be submitted to the Architectural Review Authority to be placed in the member owner's POA's file.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 4:

Fences shall be permitted to extend to the side and back lot lines and no less than five (5) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the owner or purchaser and not by the utility company. Wood County Doc # 70-1987-000045665

Suggestion for Amendment to Item 4: Fences

Fences shall be permitted to extend to the side and back lot lines and no less than five (5) feet of the front lot lines without impairment of the easements reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the owner or purchaser and not by the utility company. Fence materials are subject to those listed on the ARA building permit. Owners must obtain an ARA building permit.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 5:

No storage building, travel trailer, camper or dwelling structure, other than a fence, shall be located nearer to the side street than five(5) feet or nearer to the side lot line or rear lot line than five(5) feet; "side lot line" and "rear lot line", respectively, as used in the paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under contract to be conveyed by the undersigned to) the same person or persons and used as a single site, shall thereafter mean, respectively, each and /or either of the two outermost said lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No storage building, travel trailer, camper or structure other than a fence shall be located nearer to the front lot line than five (5) feet. Wood County Doc #70-1987-00045665

Suggestion for Amendment to Item 5: Location of Lot Improvements

No building, travel trailer, camper, boat or any other item or structure, other than a fence, shall be located nearer to side street or rear lot line than 5 feet and no nearer to the front

***COPY SAMPLE BALLOT-DO NOT COPY OR MAIL**

lot lines than five (5) feet. "Side lot line" and "rear lot line", respectively, as used in the paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under contract to be conveyed by the undersigned to) the same person or persons and used as a single site, shall thereafter mean, respectively, each and /or either of the two outermost said lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No boat, RV, motor vehicle, golf cart or other vehicles of any type may be parked over a maximum of 9 days on the edge of any roadway or in any way that could interfere with traffic, blocking of neighboring owner's access to their property or emergency vehicle access.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 6:

No animals or birds, other than household pets shall be kept on any lot. Pets may not be left unattended. Dogs must be restrained and/or leashed. [Wood County Doc# 70-1987-00045665](#)

Suggestion for Amendment to Item 6: Pets

No animals or birds, other than household pets shall be kept on any lot. Pets may not be left unattended. All pets must be restrained, physically or verbally, or by fencing when outside on owner's property and must be on leash when off of owner's property. No pet may be left unattended for more than 48 hours. Owner's must also comply, when tethering and housing of pets with Texas Senate Bill 5, Section 1, Subsection E effective January 18, 2022.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 7:

Except as provided below, no storage building or boathouse, on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed upon any lot, nor shall any residence of temporary character be permitted. Tents, pickup truck campers, van conversions and similar types of temporary camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Lots shall be kept free of litter, rubbish, trash or other debris and no unsanitary conditions shall be allowed to exist on any lot. [Last Amended Wood County Doc#70-2016-00007645](#).

Suggestion for Amendment to Item 7: Temporary Camping Equipment

Tents, pickup truck campers, van conversions and similar types of temporary camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Lots shall be kept free of litter, rubbish, trash or other debris and no unsanitary conditions shall be allowed to exist on any lot. All OSSF must have SRA approval and installation by an SRA certified installer. Copy of approved letter for installation from SRA must be submitted to SEB office to be placed in member owner's file.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 8: Lot Easements

Easements are reserved along and within five (5) feet of the rear lines, front lines, and side lines of all lots in this subdivision for the construction, operation and perpetual maintenance of conduits, poles, wire and fixtures for electrical lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from across said premises to employees of said utilities. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easement as long as such lines do not hinder the construction of buildings on any lots in this subdivision. [Wood County Doc # 70-1987-00045665](#)

Suggestion for Amendment to Item 8: no change

Validated Item 9: OSSF

No outside toilet or privy shall be erected or maintained on any lot hereunder. Not more than one property may be served by a single water connection, meeting the aforesaid requirements. No water well shall be permitted on any lot hereunder. Optional OSSF is allowed per SRA permit and property owner must meet all requirements regarding permitting, lot size, installation, reporting maintenance and disposal contracts. No sewage nor effluent shall be disposed of upon, in or under any lot hereunder, except as prescribed under the law SRA/TCEQ. Community holding tanks will remain available to property owners of SEB Subdivision. Any Incident or violation is the sole responsibility of the property owner.

[Last Amended by Wood County Doc # 70-2014-00008193](#)

Suggestion for Amendment to Item 9: OSSF

No outside toilet or privy shall be erected or maintained on any lot hereunder. Not more than one property, which can consist of more than one lot, may be served by a single water or electrical connection, meeting the aforesaid requirements. No water well shall be permitted on any lot hereunder. Optional OSSF is allowed per SRA permit and property owner must meet all requirements regarding permitting, lot size, installation, reporting maintenance and disposal contracts. No sewage nor effluent shall be disposed of upon, in or under any lot hereunder, except as prescribed under the law by SRA/TCEQ. Community holding tanks will remain available to POA member owners of SEB Subdivision. Any Incident or violation is the sole responsibility of the property owner.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 10: Lots Exempt from SEB POA, Assessments, Dues and Restrictions

Notwithstanding any restriction or provision herein set forth, the following exceptions will prevail lot 918,919,920,921,922,923,924,993,994,995,996,997,998,999 in Section 1 (one) will contain a sales office/residence and septic system. Lot 324,325,326,327,328,329,330,375,376,377,378,379,380,381,382,383,384 in Section 1 (one) will contain a swimming pool, septic system, cabana with toilets and showers, playground equipment, barbecue grills and picnic tables. Lots 20,72,101,287 in Section 1 (one) and lot 97 in Section two (2) will have holding tanks and water outlets. Lot 72A in Section 1 (one), a waterfront park will contain picnic tables, barbecue grills, boat ramp and fishing pier. [Wood County Doc #70-1987-45665](#)

Suggestion for Amendment of Item 10: Lots Exempt from SEB POA, Assessments, Dues and Restrictions

Notwithstanding any restriction or provision herein set forth, the following exceptions will prevail:

Lots 918,919,920,921,922,923,924,993,994,995,996,997,998,999, formerly known as the Sales Office in Section 1 (one).

Lots 324,325,326,327,328,329,330,375,376,377,378,379,380,381,382,383,384 in Section 1 (one) will contain a swimming pool, septic system, cabana with toilets and showers, playground equipment, barbecue grills, open pavilion and picnic tables.

Lots 20,72,101,287 in Section 1 (one) and lot 97 in Section two (2) will have holding tanks and water outlets. Lot 72A in Section 1 (one), a waterfront park will contain picnic tables, barbecue grills, boat ramp and fishing pier and SEB POA office.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 11:

Subject to the provisions of the last sentence of this paragraph as to each lot in the subdivision, (defined for purpose of the paragraph 10 only as Sun Eagle Bay Subdivision) an assessment is hereby made of (I) \$8.84 per month per lot the owner of which owns only one lot in said Subdivision, and (II) a pro rata amount per month per lot in said Subdivision Restrictions in respect to lots of which two or more are owned by the same person but not to exceed \$8.84 per month as the total of all lots by one owner in said Subdivision: the word "owner" as used in this sentence, shall include also the purchase under a sales contract with the undersigned of a lot in Sun

Eagle Bay Subdivision. Such assessments may be used for the enforcement of these subdivision restrictions and for the construction, reconstruction, improvement and maintenance of roads and street, swimming pools, parks, and other improvements in Sun Eagle Bay Owners Subdivision, and for security guards at SunEagle Bay Subdivision, and for any other uses approved by the Board of Directors of Sun Eagle Bay Owners Association, it being understood that said swimming pools, parks and recreational areas are for the sole use and benefit of the members of said association, their families and authorized guests. Said assessment shall accrue from the earlier date of the agreement for deed from the undersigned as seller to purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to the Sun

Eagle Bay Owners Association (a Texas non-profit corporation), its successors and assignees, the owner of said assessment funds, on May 1st of each year commencing in 1987, at which date in the year 1987 and in the successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until May 1st of each year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or portion of any lot as security for interim construction loan and/or any permanent loan for financing improvements on said lots, and/or any purchase money loan for any lot on which a building complying with these restrictions has theretofore been placed. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach only during times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it any time (whether or not such lots

have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessment under this paragraph against such lot shall thereupon be automatically cancelled. Last amended by Wood County Doc# 70-2016-00007644 and #70-2016-00007656

Suggestion for Amendment of Item 11: delete from Deed Restrictions and transfer to Bylaws. (See suggested amendment of Article 2, Section 2 in the Bylaws)

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 12: Maintenance of Lots

No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials, and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove such items or correct such violations at the expense of the offending party. Wood County Doc #70-1987-00045665

Suggestion for Amendment to Item 12: Maintenance of Lots

No lot or portion of any lot shall be used as a dumping ground for rubbish or trash. No lots are to be used for storage of miscellaneous items or building materials such as typical of junk yards. No building materials are to be stored on any lot unless being used for owner's personal, permitted project. All lots shall be kept clean and free of any boxes, rubbish or trash, inoperative cars, boats or golf carts, tall grass, weeds or other debris. Refrigerators and other large appliances, in operative condition, must be under a covered awning. An outside kitchen is allowed and must be under a covered awning. They are subject to the same building materials, as mentioned in this document and listed on the ARA application and are required to have an approved ARA building permit prior to beginning the project. All structures are subject to all regulations, as set forth in this document, as well as those outlined in the ARA Application.

The SunEagle Bay Property Owners Association, or it's assigned representative, shall have the right to enter onto the property where a violation exists under this paragraph and remove such items or correct such violations at the expense of the offending member owner after proper, lawful notices have been sent to member owner.

The expense of removing items, mowing and cleaning of lot(s) or any other cost to remedy the violation will be assessed in the form of a lien on the property filed in the Wood County Clerk of Courts Office. It is the member owner's responsibility to know the contents of this document. See TPOPA, Chapter 209, Section 209.006 for additional information.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 13: Subdividing of Lots

No lot which is under a contract of sale then in force, with the understanding being the

seller hereunder, 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 written consent of the undersigned, its successors and assigns.

Wood County Doc #70-1987-00045665

Suggestion for Amendment of Item 13: Subdividing of Lots

No lot may be subdivided without the consent of a majority vote of the Board of Sun Eagle Bay Property Owner's Association. 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 SEB POA Board of Directors, its successors and assigns.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 14: Hunting, Firearms, Golf Carts and Off-Road Vehicles

No hunting or discharging of firearms shall be permitted on any lot or in any part of the subdivision. No Off-road recreational vehicles such as dirt bikes, UTV's, ATV's, 3 and/or 4 wheelers, go-carts, etc., shall not be operated on the subdivision premises or in the right of way easement leading to the subdivision.

Wood County Doc #70-1987-00045665

Suggestion for Amendment of Item 14: Hunting, Firearms, Golf Carts and Off-Road Vehicles

A. No hunting of any type or discharging of firearms shall be permitted on any lot or in any part of the subdivision including leaseback properties. The SRA leaseback properties are subject to the SEB POA governing documents. No discharging of firearms from fishing piers or on SEB leaseback properties. All SRA leaseback properties located within the SunEagle Bay Subdivision are subject to SEB POA regulations. Openly carrying of firearms are only permitted under the existing Texas State Laws governing Firearms.

B. Off-road recreational vehicles such as dirt bikes, UTV's, ATV's, 3 and/or 4 wheelers, go-carts, etc., shall not be operated on the subdivision premises, leasebacks or any right of way or easement leading to the subdivision.

C. Only a licensed driver may operate a Golf Cart on any property owned or leased by Sun Eagle Bay Property Owners Association or its members except for the following: anyone not licensed may only operate a golf cart if accompanied by a licensed driver. Repeated violations shall result in the parents of the child and/or member owner host of the guest to expulsion from the Sun Eagle Bay Property Owners Association provided under Article 1, Section 7 of these By-laws. **The member owner is responsible for any and all violations of this item and will be held liable for injury and/or damage caused by misuse and in violation of this item.**

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 15: Violation of These Restrictions

Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (I) violate or attempt to violate any restrictions or provisions herein, or (II) suffer to be violated (with respect to the real property in which such person or entity has rights other than rights granted by this sentence) any restriction or provision herein, it shall be lawful for the SunEagle Bay Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restrictions or provisions herein to (I) prevent such violation, (ii) recover damages or other dues for such violations, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but not be limited to all owners and purchasers of any real property hereunder. Notwithstanding any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place. [Wood County Doc #70-1987-00045665](#)

Suggestion for Amendment of Item 15: Violation of These Restrictions

Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (I) violate or attempt to violate any restrictions or provisions herein, or (II) suffer to be violated (with respect to the real property in which such person or entity has rights other than rights granted by this sentence) any restriction or provision herein, it shall be lawful for the SunEagle Bay Property Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restrictions or provisions herein to (I) prevent such violation, (ii) recover damages or other dues for such violations, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but not be limited to all owners and purchasers of any real property hereunder. Notwithstanding any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Validated Item 16:

Invalidation of any one or more of these covenants and restrictions by judgement of any court shall in nowise effect any of the other covenants, restrictions, and provision herein contained, which shall remain in full force and effect.

[Wood County Doc#70-1987-00045665](#)

Suggestion for Amendment of Item 16: no change

Validated Item 17:

These deed restrictions may be amended by the action of the owners of the lots within

***COPY SAMPLE BALLOT-DO NOT COPY OR MAIL**

the subdivision. Such action will require approval of more than two-thirds of the voting owners within the subdivision. Last amended by Wood County
Doc# 70-2009-00000791 & #70-2009-00003866

Suggestion for Amendment to Item 17: These deed restrictions may be amended by the action of the member owners of the lots within the subdivision. Such action will require approval of two-thirds of the written and signed ballot votes received in accordance with the time frame and directions noted on the ballot. Each member owner is entitled to one vote regardless of the number of lots owned.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Suggestion for Addition of Item 18:

No sign displaying any type of profanity or lewdness shall be displayed within the SEB subdivision or on its roadways. No POA election signs or any political signs may be displayed on any SEB properties or facilities or on any SEB common areas. They may be displayed on member owned lots only.

FOR SUGGESTED CHANGES: YES _____ or NO _____

Suggestion for Addition of Item 19:

For purposes of this Item, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. A violation is considered incurable if the violation has occurred but is not continuous action. For purposes of this document, the non-repetition of a one-time violation or other violation that is not ongoing and is not considered a violation.

The following are, in-part and not limited to, examples of acts that may be considered incurable:

(1) shooting fireworks in unauthorized areas and on days not designated in the rules

The following are examples in part, but not limited to, acts considered curable:

(2) parking violation

FOR SUGGESTED CHANGES: YES _____ or NO _____

Suggestion for Addition of Item 19: continued

(1) maintenance violation

(2) the failure to construct improvements or modifications in accordance with approved plans and specifications.

(3) on-going noise violations such as loud music or barking dog(s) before or after specified time determined by the rules set forth by the Board of the SunEagle Bay Property Owners Association.

Refer to: TPOPA, Chapter 209, Section 209.006, Subsections (h) and (i)

FOR SUGGESTED CHANGES: YES _____ or NO _____

***COPY SAMPLE BALLOT-DO NOT COPY OR MAIL**

Suggestion for Addition of Item 20: Miscellaneous

All amendments will be effective on the date of approval by 2/3rds of all written and signed ballots received from member owners per date and instructions outlined on applicable ballot. All violations will result in fines levied against the property, expulsion and possible court action if not brought into compliance.

All existing residential buildings and improvements are exempt as they exist, prior to the date of this Item, however, additions or changes will be subject to requirements set forth in this document, except buildings being used for commercial purposes. Commercial use must be ceased immediately on all lots within SunEagle Bay Subdivision. Continuation will result in fines, expulsion and/or court action.

FOR SUGGESTED CHANGES: YES _____ or NO _____

***COPY SAMPLE BALLOT-DO NOT COPY OR MAIL**