

SUBDIVISION RESTRICTIONS
SUN EAGLE BAY SUBDIVISION

*These **Corrected** Subdivision Restrictions are being filed to correct the Restrictions recorded in Volume 1034, Page 324, to add paragraph 17 hereinafter set forth.*

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 practicable, the natural beauty of said property; to guard against the placement thereon of poorly designed or proportioned structures and structures manufactured of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure 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 herein.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said committee, nor the directors nor officers of Sun Eagle Bay Owners Association, shall have any liability nor responsibility at law nor in the equity on account of the enforcement of, nor on account of the failure to enforce these restrictions.

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.
3. Subject to the provisions of numbered paragraph 8 hereof, (I) no construction will be allowed on any lot with the exception of assembling a new pre-fab metal storage building, not to exceed 200 square feet and (ii) 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. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, without prior written consent of the Architectural Control Committee.

3 (A). Boat houses or docks will be permitted only after plans are submitted and approved by the Architectural Control Committee.

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 lot owner or purchaser and not by the utility company. No fences are permitted without prior written consent of the Architectural Control Committee.

5. No storage building, travel trailer, camper or 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 a 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 side 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.
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.
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.

8. 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, wires and fixtures for electric 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.
9. 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 by 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.

10. 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. 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, barbeque grills and picnic tables. Lots 20, 72, 101, 102, 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, barbeque grills, boat ramp and fishing pier.
11. Subject to the provisions of the last sentence of this paragraph as to each lot in the subdivision, (defined for purpose of this 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 in respect to lots of which two or more are owned by the same person but not to exceed \$8.84 per month as to 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 streets, swimming pools, parks, and other improvements in Sun Eagle Bay Owners Subdivision, and for security guards at Sun Eagle 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 any portion of any lot as security for interim construction loan and/or any permanent loan for financing improvements on said lot, 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 not 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.

12. No lot or portion of any lot shall be used as a dumping ground for boxes, rubbish, or household trash, nor unused building materials of any kind. Lots may not contain tall grass or weeds and must be kept in a condition that is not deemed unsightly. Lots will at no time be used for storage of inoperative vehicles, including but not limited to unused travel trailers, motorhomes, boats, or golf carts. Outside appliances, including outdoor kitchens are allowed under covered awnings only. The Board of Directors and or the Architectural Control Committee shall have the right to enter the property where violations exist under this paragraph and shall have the right to contract removal of such items and or correct violations at the expense of the property owners and/or the offending party.

13. 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.

14. No hunting or discharging of firearms shall be permitted on any lot or in any part of the subdivision.

14A. Off road recreational vehicles such as dirt bikes, UTV's, ATV's, 3 and/or 4 wheelers, go-cards, etc., shall not be operated on the subdivision premises or the right of way easement leading to the subdivision.

15. 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 Sun Eagle 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.

16. Invalidation of any one or more of these covenants and restrictions by judgement of any court shall in nowise affect any of the other covenants, restrictions, and provision herein contained, which shall remain in full force and effect.
17. These deed restrictions may be amended by the action of the owners of the lots within the subdivision. Such action will require approval of more than two-thirds of the voting owners within the subdivision.