

MP

HH

Restrictions

Dear Lake Sheridan Estates Lot Owners,

Please see the enclosed newly amended Lake Sheridan Estates Home Owners Association Deed Restrictions.

I would like to ask each property owner to carefully read all the restrictions. After reading the restrictions, please check yourselves to make sure that you are doing everything you can to stay in compliance with each one. If each of us does our part in staying in compliance, we will always have beautiful and peaceful neighborhood.

The Lake Sheridan Estates Board of Directors has hired an attorney to help us enforce the restrictions if needed. I pray that we will never have to go to that extreme, but if need be, we will.

For many of us, Lake Sheridan is where we call Home. I personally have traveled to different parts of the United States, Canada, and Mexico; and to tell you the truth, I always look forward to coming back to Lake Sheridan. It is a very peaceful place and we (The people who call it home) would like to keep it that way.

For those of you who have rental property, or those who have weekend property; please show courtesy to those who call Lake Sheridan Home.

When each of us purchased or inherited property on Lake Sheridan Estates, we agreed to the restrictions that came attached with the property, which are rules we have to follow.

In closing, I want to kindly ask you again to make sure that you are in compliance with all the restrictions listed in the enclosed set of restrictions. If not, please work with us to get into compliance. Working together will get things done and keep things in order.

Best Regards,



Gene Kazmir (President)
Lake Sheridan Home Owners Association

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKE SHERIDAN ESTATES SUBDIVISION**

The undersigned, being the owners of at least 50% of the lots of LAKE SHERIDAN ESTATES SUBDIVISION, a subdivision of 322.25 acres of land, more or less, out of the Ludwig Lindstrand Survey, A-384, and the Wm. Reney Survey A-477, in Colorado County, Texas, as indicated on the plat of said subdivision of record in Volume 1, Page 71 of the Map Records of Colorado County, Texas (the entire area on said plat, including the lake on the plat, is hereinafter called "the Subdivision"), HEREBY AMEND AND CHANGE all previously recorded covenants, conditions, and restrictions affecting the lots in said subdivision, including those outlined in Volume 266, Page 227, Deed Records, Colorado County, Texas, and DO HEREBY DECLARE that all lots in the subdivision shall be and are hereby made subject to the following restrictions, covenants, easements and conditions, to-wit:

1. All of said lots, except Lot No. 225, shall be used for private, single family residential purposes only. The term "family", as used herein, shall mean one unmarried adult and his/her children, or two married adults and their children, plus no more than two parents of said adult (s), living and cooking together as a single housekeeping unit, but not in any event exceeding five adults living and cooking together as a single housekeeping unit. There shall be no commercial advertising anywhere in the Subdivision. Temporary signs such as party directions, etc., must be removed by the responsible party immediately following the conclusion of said occasion.
2. Only one private, single-family residence may be erected on any lot, although if one owner owns multiple contiguous lots, said owner may build said residence on portions of said lots. No undivided interest of less than a whole lot may ever be voluntarily sold, assigned or conveyed by any lot owner, unless the purchaser, thereof, purchases the entire lot. Further, no lot shall be resubdivided or partitioned by any lot owner to make such lot smaller than its original size and no such owner shall divide one lot into multiple lots.
3. Any residence erected on any lot or lots shall contain not less than 600 square feet of floor space under cover, including porches, but exclusive of garages, and all such residences must be finished on the outside, and be of new material.
4. Any owner planning to construct a residence or any other improvements or make any change to the exterior design of any said residence or any other improvements on any lot or lots must first submit complete and detailed plans and specifications for any said construction or change to said residence or improvements and obtain written approval for said plans from the Board of Directors of the Lake Sheridan Estates, Inc, the homeowners association for the Subdivision (hereinafter referred to as "the Association"), before any said construction begins. No campers, motor homes, trailers, manufactured homes, modular homes, tents, shacks, barns or garages shall be used as a residence or living quarters, either temporarily or permanently, except as otherwise provided hereinafter. All improvements must be well maintained and kept in good condition, both structurally and aesthetically. New manufactured homes or modular homes may be placed on Lots 151 through 162 only on permanent foundations, with all wheels removed. Notwithstanding the previous sentence, Lot 95 and Lot 198 have been grandfathered in as being permitted to have a Doublewide Manufactured Home placed on it. Travel trailers, motor homes, and tents shall be permitted on an owner's lot or lots for weekends or for vacations only, not to exceed one month.
5. No building shall be set or erected within 50 feet of the lakefront, or 20 feet from the property line adjoining the road or easement, nor within 10 feet of any neighboring property line.
6. All water wells and septic systems or similar disposal plant must comply with county and state regulations. Any repairs or improvements done to existing systems must be in compliance with county and state regulations and be inspected by a licensed inspector. No outside or pit toilets shall be built or used on any lot, except during construction of permanent improvements. All garbage, trash and other disposable matter shall be promptly burned or hauled away, and no junk, including unlicensed vehicles, trash, rubbish, garbage, debris, or any other offensive material shall not be kept, piled stored, buried, dumped or allowed to remain on any lot or anywhere else in the Subdivision or allowed to enter the lake, except for normal weekly household garbage of each lot owner.

7. Fencing on all lots must be maintained in good condition. Residents are encouraged to assist in the upkeep and improvement of islands on the lake; however, no building may be constructed on or placed on said islands.

8. No fences or houseboats shall be allowed in the lake, and no boathouse shall be built on or adjacent to the lake.

9. The lake, parks, and roads shall be kept clean, sanitary, and unobstructed by all lot owners and their guests.

10. No hunting shall be allowed within the Subdivision, and no firearms shall be discharged or shot within the Subdivision, except for self defense of the lot owners and their guests.

11. The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, is hereby prohibited on any lot, within any residence or building on any lot, or in any other part of the Subdivision, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and such domestic pets are not a source of annoyance or nuisance to the neighborhood or other lot owners. Pets are to be maintained in strict conformance to all laws and ordinances. The Board of Directors of the Association shall have authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other lot owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas of the Subdivision unless accompanied by a responsible person and unless they are carried or leashed.

12. The wooded area of the emergency spillway of the lake may be used as a park and picnic area by the owners of the lots in the Subdivision and their guests only. Overnight Camping is prohibited.

13. The lake is to be used only by the lot owners and their guests only. Use of the lake by said persons is expressly subject to rules adopted from time to time by the Board of Directors of Lake Sheridan Estates, Inc. Guests must be accompanied by lot owners in using the lake. Pumping of water from the lake is permanently disallowed unless deemed necessary by the Board of Directors of Lake Sheridan Estates, Inc. for emergency situations, such as by the fire department, etc.

14. Piers may be built by lot owners, but not to exceed 50 feet or $\frac{1}{4}$ of the distance across from shore to shore, whichever is less. In the main body of the lake, piers shall not extend into the designated ski area more than 50 feet from the shore of a owner's lot. The shore in all cases is defined as the level at which the water would be along shorelines of lots when the depth of the water is sufficient to spill over the spillway.

15. Each lot in the Subdivision is hereby subject to an annual maintenance charge, hereinafter called "general maintenance charge", for the benefit of the Lake Sheridan Estates, Inc ("the Association") as set from time to time by the Board of Directors of the Association, but not to exceed \$100.00 per year. The monies collected by the general maintenance charge may be used by the Association as deemed beneficial by its Board of Directors for the benefit of the Subdivision. The general maintenance charge for each lot shall be due and payable, in advance on the first day of January each year.

To secure the payment of the general maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association. Said lien shall be enforceable through appropriate proceedings at law or in equity; provided, however, that such lien shall be junior, subordinate and inferior to any first lien mortgage (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or any first or second lien mortgage granted by the owner of any lot to secure the repayment of sums advanced to cover the cost of any permanent improvement to be placed thereon, but such lien shall not be junior, subordinate or inferior to any liens securing home equity loans. The lien to secure general maintenance charges as provided for herein may be enforceable through any appropriate proceeding at law or in equity. General maintenance charges not paid within 90 days after being due or assessed shall bear interest at the rate of eighteen (18%) percent per annum and all lot owners agree to said interest rate by their ownership of any lot within the Subdivision. Also, should the Association be required to employ an attorney to collect the general maintenance charges and interest, the lot owner agrees that they shall be required to pay reasonable costs and expenses, including but not limited to, reasonable attorney's fees and court costs, incurred by the Association to collect said charges and

interest and to enforce said lien. The payment of said reasonable costs and expenses shall also be secured by said lien provided for herein.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved on each lot, as shown on the recorded plat of the Subdivision.

17. These covenants are to run with the land and shall be binding on all parties, and all persons claiming under them for an initial period of Ten (10) years from the date of this Amendment, after which time said covenants shall be automatically renewed for successive periods of another Ten (10) years, unless an instrument signed by the majority of the then record owners of the lot owners of the Subdivision has been signed and filed for record prior to the end of such initial 10 year period, or the end of any subsequent renewal 10 year period, agreeing to change said covenants in whole or in part.

18. Invalidation of any one, or more, of these covenants, or any part thereof, by judgment, court order, or waiver, shall in no way affect any of the other provisions, which shall remain in full force and effect.

LAKE SHERIDAN ESTATES HOME OWNERS ASSOCIATION

Subject: (Lake Sheridan Estates Home Owners Association Deed Restrictions)

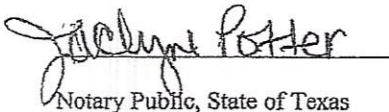
This document consists of signatures of Lot Owners at Lake Sheridan Estates Subdivision. The purpose of this document, showing a list of signatures, is to amend the current Lake Sheridan Estates Homes Owners Association Deed Restrictions.

I Eugene Kazmir, hereby certify that all signatures listed are legit for the purpose of amending the current deed restrictions.

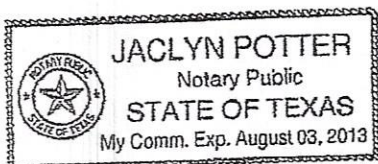


Eugene Kazmir (President)
Lake Sheridan Home Owners Association

This instrument was acknowledged before me on February 12, 2013 by



Notary Public, State of Texas



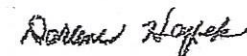
FILED FOR RECORD
COLORADO COUNTY, TX
2013 MAR 11 PM 4:22
DARLENE HAYEK
COLORADO CO. CLERK

1029

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped herein by me, and was duly
recorded in the volume and page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

MAR 18 2013




DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS

By Laws

CORRECTION CERTIFICATION OF AMENDMENT TO BYLAWS OF LAKE SHERIDAN ESTATES, INC.

THE STATE OF TEXAS §
 §
COUNTY OF COLORADO §

NOW COMES LAKE SHERIDAN ESTATES, INC. ("the Association") and files this Correction Certification of Amendment to the Bylaws of Lake Sheridan Estates, Inc. of Colorado County, Texas. The Association would show the following:

1. The Association is the homeowners association covering Lake Sheridan Estates, Colorado County, Texas.
2. On October 27, 2018, at a meeting of the members of the Association at which a majority of the members of the Association were either present or represented by proxy, a majority of the members present or represented at said meeting approved the following amendments to the Bylaws:

Amendment to Article Eight under the heading of Meetings

Article Eight, as presently written in the Bylaws is deleted, and is amended to read as follows:

MEETINGS OF THE BOARD OF DIRECTORS

Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar year. Notice of the time and place of the meeting shall be communicated to Directors not less than ten (10) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. Notice of the call of a special meeting shall be in writing and delivered for transmission to each of the directors not later than the third day immediately preceding the day for which such meeting is called. Neither the business proposed to be transacted, nor the purpose of any special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Conduct of Meetings. The President (or, in the President's absence, a Vice-President) shall preside over all meetings of the Board of Directors, and the Secretary or an Assistant Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Open Board Meetings and Notice to Members of Meetings.

a) All meetings of the Board (excluding workshop meetings and executive sessions) shall be open to all Members, but except as provided in the next sentence, members other than Directors may not participate in any discussion or deliberation and no audio or video recording of the meeting may be made unless the Board expressly so authorizes at the meeting. However, the Board shall allow an "open" or "new business" portion of the meeting in which any Member can express his/her opinion concerning any new or previously non-discussed matter, but the Board shall have at all times have to right to reasonably limit the number of speakers, the time limit for each presentation and speaker and to adopt other rules of efficiency and decorum.

b) Except as provided below, the Board must give notice to Members of the time, date and place of board meetings by either 1) mail to each property owner not later than 10 days nor earlier than 60 days before the date of the meeting, 2) at least 72 hours before the start of the meeting, sending notice by email to each Member who has registered an email address with the Association and either posting the notice in a conspicuous manner reasonably designed to provide notice to Members on any Internet website maintained by the Association or in a conspicuous place located on the Association's common property or located on privately owned property within the Properties. On the request of a member, the Association will provide that member with the time and place of the next regular or special meeting of the Board. The Board may prohibit attendance by any person who disrupts meetings or interferes with the conduct of board business.

c) Notwithstanding the above, a Board may meet by any method of communication, including electronic and telephonic, without prior notice to Members, if each director may hear and be heard by every other director, or a reasonably unforeseen emergency or urgent necessity requires immediate board action. The Board may also take action by unanimous written consent on routine or administrative matters. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting and documented in the minutes of the next regular or special Board meeting. However, the Board may not consider or vote on fines, damages assessments, initiation of foreclosure actions, initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to public safety, increases in assessments, levying of special assessments, appeals from a denial of architectural control approval, adoption or amendment of an annual budget that increases the budget by more than 10%, the sale or purchase of real property,

the filling of a vacancy on the Board, the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements, or the election of an officer, without providing the notice of meeting to Members as provided in subsection b) above.

Executive Session and Workshops. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners or other business of a similar confidential nature. Executive sessions are not open to the Members. The nature of any and all business to be considered in executive session shall first be announced in open session. Following an executive session, any decision made in the executive session must be summarized orally and place in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the requests of the affected parties. The Board may also attend "workshop" meetings or sessions to receive educational assistance and training and the like, provided no Association business is discussed and no official action of any sort is taken.

Amendment to Article Twelve under the heading of Regular Membership Meetings

The last sentence of the above Article being "At all meeting of members, a majority of the members present in person or represented by proxy, shall constitute a quorum to transact the business of the Corporation" is hereby deleted.

Amendment to Article Thirteen under the heading of Special Meetings

Article Thirteen, as presently written in the Bylaws is deleted, and is amended to read as follows:

SPECIAL MEMBERSHIP MEETINGS

The President may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least five percent (5%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Amendment to Article Fourteen under the heading of Waiver of Notice

Article Fourteen, as presently written in the Bylaws is deleted, and is amended to read as follows:

NOTICE AND CONDUCT OF MEMBERSHIP MEETINGS

Notice of Meetings. It shall be the duty of the Secretary to cause notices to be prepared concerning each annual or special meeting of the members of the Association, stating the purpose of any special meeting, as well as the time and place where it is to be held. Written notice of meetings of the Association will be given to an owner of each lot at least 10 days but not more

than 60 days prior to the meeting. Notices will identify the type of meeting as annual or special.

Within 30 days after the board resolution setting a meeting or receipt of a petition to call a meeting, the Board must give all members notice of the special meeting. If the Board fails or refuses to call a special meeting in a timely manner, an ad hoc committee of owners may do so provided the notice of meeting names the ad hoc committee and its individual members and further provided that the notice is delivered to an owner of every lot in accordance with these Bylaws.

Waiver of Notice. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Owners holding at least five percent (5%) of the total votes of the Association shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of enough Members to leave less than a quorum.

Additionally, for purposes of establishing a quorum on a special item to be voted on, absentee ballots and electronic ballots (the latter being those given by email or fax for which the identity of the property owner submitting the ballot can be confirmed) may be counted as an owner present and voting, but only if the absentee or electronic ballot contains each proposed special item action and provides an opportunity to vote for or against each proposed special item action and contains the following language: "By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on action from the floor on these proposals if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures." If the exact language of a special item to be voted on was amended at the meeting to be different from the exact language on the absentee or electronic ballot, said ballot may not be counted to establish a quorum. Also absentee or electronic ballots may not be counted if the person casting the ballot actually attends the meeting to vote in person.

Adjournment of Meetings. If any meetings of the Members of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the subsequent meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the subsequent meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to the Members in the manner prescribed for regular meetings.

Voting.

(a) The vote of the members representing at least a majority of the votes cast at any meeting at which a quorum is present shall constitute the decision of the members and bind all members for all purposes, except when a higher percentage is required by these Bylaws, the restrictions, or by applicable law. No Member can be disqualified from voting in an Association vote or election for any reason, including no Member can be denied to right to vote for their failure to pay their Association' assessments in full.

(b) Members may alternatively vote by absentee ballot or electronic ballot in accordance with the Quorum section above.

(c) All votes cast in an election or vote by a member must be in writing and signed by the member except for uncontested elections of directors. A person who is a candidate or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as allowed by law. A person other than a person described in the previous sentence may tabulate votes but may not disclose to any other person how an individual voted.

Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon loss of good standing by any such Member or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

Conduct of Meetings. The President (or, in the absence of the President, a Vice-President) shall preside over all meetings of the Association, and the Secretary or an Assistant Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Amendment to Article Nineteen under the heading of Amendment of Bylaws

The first clause of Article Nineteen is amended to read as follows:

"These Bylaws may be altered, amended, or repealed by a vote of a majority of the members present or voting by proxy at any regular or special meeting of the Corporation called for that purpose, at which a quorum of 5% of the members are present or voting by proxy, except that the members....."

Ratification of Original Bylaws as Amended Above

Except as amended above, the original Bylaws of Lake Sheridan Estates, Inc, as originally recorded on January 16, 2003 in Volume 423, Page 630, Official Records, Colorado County, Texas, were fully ratified by majority vote of the members present or represented by proxy at the above meeting.

This Correction Certification of Amendment to Bylaws of Lake Sheridan Estates, Inc is signed and recorded to correct the mistaken Certification of Amendment to Bylaws dated August 24, 2018 and recorded in Volume 876, Page 24, Official Records, Colorado County, Texas.

I certify that I am the duly elected Treasurer of Lake Sheridan Estates, Inc. and that the foregoing Correction Certification is correct and accurate of the Amendment to the Bylaws of the Association and of the vote taken by the members of the Association at the above meeting.

Date: October 29, 2018

Lake Sheridan Estates, Inc

By: Elaine Denton
Name: Elaine Denton, Treasurer

THE STATE OF TEXAS

§

§

COUNTY OF COLORADO

§

This instrument was acknowledged before me on the 29 day of October, 2018, by Elaine Denton, Treasurer of Lake Sheridan Estates, Inc, a Texas non-profit corporation, on behalf of said corporation.



Marjorie A. Rychlik
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

VOL 881 PAGE 738

OCT 30 2018



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

FILED
COLORADO COUNTY, TX
2018 OCT 29 PM 2:35
KIMBERLY MENKE
COUNTY CLERK
C.O.

4821