

**AMENDED RESTRICTIONS AND COVENANTS APPLICABLE TO
TWIN SHORES SUBDIVISION, SECTIONS ONE AND TWO,
A SUBDIVISION OF 69.122 ACRES IN THE ELIJAH COLLARD SURVEY,
ABSTRACT NO. 7, MONTGOMERY COUNTY, TEXAS**

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

PART I

This Amended Restrictions and Covenants Applicable to Twin Shores Subdivision, Sections One and Two, a Subdivision of 69.122 Acres in the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas, (the "Amended Declaration") is signed and acknowledged by and among the undersigned owners of lots in TWIN SHORES SUBDIVISION, SECTIONS ONE AND TWO, and joined in by Twin Shores Property Owners Association, a Texas nonprofit corporation (hereinafter referred to as the "Twin Shores Property Owners Association"); and

WHEREAS, Twin Shores, Inc., was the developer of Twin Shores Subdivision, Section One, a subdivision of 62.022 acres of land in the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas, according to that certain map and/or plat of said Subdivision of record in Volume 9, Page 103, Map Records, Montgomery County, Texas; and

WHEREAS, J. A. Monroe was the developer of Twin Shores Subdivision, Section Two, a subdivision of 7.100 acres of land in the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas, according to that certain map and/or plat of said Subdivision of record in Volume 9, Page 104, Map Records, Montgomery County, Texas; and

WHEREAS, Twin Shores Subdivision, Section One and Twin Shores Subdivision, Section Two (collectively referred to as the "Subdivision") was subject to certain reservations, restrictions, and covenants set forth in an instrument dated March 23, 1972, recorded in Volume 768, Page 432 of the Deed Records of Montgomery County, Texas (said instrument being herein referred to as the "Original Declaration"); and

WHEREAS, Part II, paragraph 1 of the Original Declaration provides, in relevant part, that the covenants, restrictions and/or provisions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date thereof, after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of lots has been recorded, agreeing to change said covenants in whole or in part at the expiration of any such ten (10) year period; and

WHEREAS, pursuant to the Part II, paragraph 1 of the Original Declaration, the Original Declaration was automatically extended for a ten (10) year period to expire on March 23, 2007; and

WHEREAS, the undersigned property owners in the Subdivision, being a majority of said property owners, desires to modify and amend the provisions of the Original Declaration as herein set out; and

WHEREAS, Twin Shores Property Owners Association was formed and created pursuant to the applicable provisions of the Original Declaration and has operated as the duly authorized property owners association for owners of properties in the Subdivision since the date it was formed; and

WHEREAS, Twin Shores Property Owners Association desires to ratify and confirm this Amended Declaration as so evidenced by its joining in the execution hereof;

NOW, THEREFORE, in consideration of the premises and for the purpose of amending, continuing in effect and carrying out the purposes of insuring harmonious, pleasant and satisfactory living conditions in a residential subdivision, and to insure means for mutually safeguarding and enhancing the value of investments in said Subdivision by each property owner therein, the undersigned lot owners and Twin Shores Property Owners Association hereby execute the Amended Declaration, which shall amend and supplant the Original Declaration in its entirety, and in so doing, the undersigned lot owners and Twin Shores Property Owners Association hereby adopt, establish, promulgate, and impress upon the Subdivision the restrictions and covenants set forth hereinafter, which said restrictions, covenants and provisions shall govern the development and use of said Subdivision, and shall be binding upon said owners, their heirs, successors and assigns, for the term stipulated herein.

PART II DEFINITIONS

1. "Declaration" shall mean and refer to these AMENDED RESTRICTIONS AND COVENANTS APPLICABLE TO TWIN SHORES SUBDIVISION, SECTIONS ONE AND TWO, A SUBDIVISION OF 69.122 ACRES IN THE ELIJAH COLLARD SURVEY, ABSTRACT NO. 7, MONTGOMERY COUNTY, TEXAS.
2. "Association" shall mean and refer to Twin Shores Property Owners Association, a Texas non-profit corporation, its successors and assigns.
3. "The Subdivision" shall mean and refer to TWIN SHORES SUBDIVISION, Section 1 and Section 2, according to the map and/or plat of said Subdivision, Montgomery County, Texas.
4. "Lot" shall mean and refer to any portion of the Properties in the Subdivision which is deemed to be a Lot under the terms of the Declaration or any Supplemental Declaration, and further as shown on the recorded plat(s).
5. "Owner" and "Owners in the Subdivision" shall mean and refer to those persons and entities deemed to be Owners under the terms of the Declaration and all amended or supplemental Declarations.

6. "Members" and/or "Member" shall mean and refer to those persons as defined in the Association's bylaws.

PART III

1. **TERM:** These covenants, restrictions and / or provisions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date, after which time said covenants, restrictions and provisions shall be automatically extended for successive five (5) year periods, unless modified or terminated in the manner hereinafter set forth. These covenants, restrictions and / or provisions may be amended or modified at any time, or terminated in its entirety, by the recording in the Official Public Records of Real Property of Montgomery County, Texas of an amendment or termination instrument, signed by Owners representing a majority of the total votes of the Members of the Association.

2. **SEVERABILITY:** Restrictive covenants, and each part of any covenant, shall be held severable, in that the invalidation of any covenant or part thereof by Court Judgment shall not run to any other provision of the restrictive covenants, and said other provisions shall remain in full force and effect.

3. **ENFORCEMENT:** Enforcement of restrictive covenants shall be by proceedings at law or in equity against any persons or parties violating or attempting to violate any restrictions, covenants or terms, and legal remedy shall lie in restraint of violation or recovery of said damages, and as may be otherwise provided herein. The right of legal action in enforcement shall accrue to any Owner of property in this Subdivision or any claimant thereunder to the Twin Shores Property Owners Association, and to any political unit or government authority having jurisdiction in the matter in question.

4. **LIENS:** Liens upon any Lot, building site or tract of land in this Subdivision given to secure payment of notes for purchase money advanced, or for improvements made, or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such Lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such Owner of such Lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

5. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot showing the location of the structure and water lines have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All new home construction plans must be prepared by a licensed architect or licensed building designer. Construction plans and specifications must be drawn to scale showing a plan view and a view of each elevation of

the new construction. Hand sketches shall not be accepted by the Architectural Control Committee. Approval shall be as provided in Part III hereof.

6. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall be appointed by and act under the authority of the Twin Shores Property Owners Association Board of Directors, consisting of one (1) chairperson and two (2) assistants, and all members of the Architectural Control Committee must be Owners.

7. **PROCEDURE:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval may be then sought directly from the Twin Shores Property Owners Association Board of Directors, who will have an additional thirty (30) days to approve or disapprove the plans. In the event the Twin Shores Property Owners Association Board of Directors fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. **EASEMENTS:** It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limit applicable to other restrictions.

PART IV

1. **LAND USE:** No Lot, building site or tract shall be used except for residential purposes, and may not be replated, subdivided or any portion of any Lot used for a road, public or private. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, a private garage for not more than three (3) automobiles, storage facilities, and dressing rooms with toilet for private swimming pools. No business of any type, kind or character, or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried on in said residential area. All parts of said Subdivision are hereby designated as a residential area except a 1.534 acre parcel of land, and designated on the recorded plat as RESERVE ONE. This site is for the private and exclusive use of all Owners and shall have no commercial activities of any nature or character carried out here, and a portion of or all of Lot 102 and 103 may be used for the purpose of building tennis courts thereon, for the common use of Twin Shores property Owners. Unless otherwise expressly stated herein, no use shall be made of any reserve area as shown on the plat, of this Subdivision without the express written consent of Twin Shores Property Owners Association, or its successors in interest, and without the additional approval of the Architectural Control Committee.

2. **EASEMENTS:** Easements as shown and called for on the official plat of said Subdivision have been dedicated for the installation, operation and maintenance therein of utilities servicing the needs of residents of this Subdivision. Ground easements are drawn and marked on the official plat. Any facilities such as storm sewers, water mains, sanitary sewers, gas mains, electrical power lines and telephone lines will be installed upon easements as dedicated on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, or political unit having due and legal authority to install,

own and operate such systems, and no right of ownership therein, or of any part thereof, shall pass to any Owner of real property in this Subdivision by virtue of such ownership. The owners of utility systems shall have the rights of ingress and egress for purposes of installation, operation and maintenance, and for like purposes shall have prior rights in the use of land under easement as against the Owner of such land.

3. **BUILDING SITES:** A building site consists of one Lot, or one or more Lots or parts of Lots, or parts of two adjoining Lots. Building sites made up of fractional parts of adjacent Lots shall be no smaller in area and have no less footage than one whole Lot as dedicated on the official plat, except as indicated in paragraph one of these restrictions. The entire site must be within the boundaries of the Twin Shores Subdivision as shown on the recorded plat(s).

4. **BUILDING TYPE AND SIZE:** The building erected upon any building site shall consist of no more than one single-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than one single-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, storage or servant's quarter.

The covered part of the dwelling proper, exclusive of porches, carports and garages of any dwelling or residence in the Subdivision will contain a minimum of 1,800 square feet and shall be no larger in size than 5,000 square feet.

No building shall be erected off of the premises and moved onto said Subdivision. That is, no other building shall be moved from other premises into this Subdivision and all buildings or units shall be constructed and erected on said premises. Garages must be built attached to the dwelling, either by common walls or a covered walkway. When attached by common walls the garage must use the same side building line as the dwelling. If the garage is attached to the dwelling by a covered walkway and is constructed behind the dwelling it may be located within three (3) feet of a interior sideline, but in no case will a utility or drainage easement be violated.

5. **BUILDING LOCATION ON SITE:** For these purposes porches, stoops, bays and covered areas are considered a part of the building. The building lines which all dwelling and buildings must be built within are as follows:

FRONT LINE - Meaning side abutting street.
 Lots 6, 7, 8 and 152 no nearer than 20 feet.
 Lots 9 through 36, and Lots 153 through 179 no nearer than 35 feet.
 Lots 1 through 5, Lots 37 through 151, and Lots 180 through 194 no nearer than 30 feet.

INTERIOR LINE - Two Lots having a common sideline.
 All interior side lines no nearer that 7 1/2 feet.

SIDELINE - Corner Lots with side street, no nearer than 10 feet.

BACKLINE - Water front Lots.

Lots 7 through 36, and Lots 152 through 182 no nearer than 75 feet.

All building and setback lines are shown on recorded plat. Where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations, and eaves, shall be at the Owner's risk. All residences shall be erected with the front thereof facing the street. That is, the residence shall be erected fronting on the street adjacent to the smallest frontage of said Lot.

MAXIMUM HEIGHT - All residences or any part of a building approved for construction by the Architectural Control Committee on Lots 4 through 39, 46 through 73, 130 through 183, 190 through 194 shall have a maximum height of 24 feet to the higher most part of the finished roof above the slab. In case of a split or multi-level building the base point for beginning the measurement will be the finished grade of the lowest section of said slab.

5-A. BUILDING MATERIAL AND STRUCTURAL REQUIREMENTS: All buildings and dwellings must be constructed on concrete slab foundations. The exterior walls of any newly constructed building or dwelling must be a minimum of 50% masonry, such as brick, stone, or simulated stone or stucco, excluding exterior windows and doors. Hardi-plank or similar cement based products shall not be considered masonry, and shall not count toward the 50% masonry requirement set out herein. The roof of any building shall be constructed of high-quality, glass-fiber-reinforced, random-cut shingles. The roof of any building may consist of standing seam metal. The roof of any building shall not contain asphalt shingles or three-tab shingles. All exterior surfaces that require painting or staining shall have a minimum of two coats.

6. SEQUENCE OF BUILDING: No housing for garage, servant's quarter, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually under way. All buildings under construction must be completed within a reasonable length of time. No self-standing storage buildings or sheds shall be permitted.

7. TEMPORARY STRUCTURES AND UTILITY BUILDINGS: No temporary building or structure will be erected on any Lot in this Subdivision prior to the construction of a dwelling, as per these restrictions and approved by the Architectural Control Committee. No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence.

8. WATER SUPPLY: Water for this Subdivision will be provided by distribution lines connected with a central water system and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used.

9. SANITARY SEWERS: In keeping with the Texas Water Quality Boards order on sewerage disposal and pollution control on Lake Conroe, a utility or water district will be formed on the surrounding area and including Twin Shores Addition. When this district has been completely formed it will be its responsibility to install a sanitary sewer system. Prior to such an installation persons desiring to build will be required to make application to the San Jacinto River Authority for a temporary permit to install absorption system and must comply

with the requirements of the appropriate governing agency and must immediately tie into a central sewer system when available.

10. **WALLS, FENCES AND HEDGES:** Must be approved by the Architectural Control Committee and shall be no higher than six (6) feet six (6) inches above ground, shall be no closer to front street property lines than the front of the dwelling located on said Lot and no closer than ten (10) feet to the side street (if corner Lot). On all Lots backing up to the lake shore line (this line being the 201 foot elevation above MSL contour line) no fences shall be permitted on any property line running inland from the 201 foot contour line for 75 feet on a horizontal line, this being the same 75 feet restricted line for the back of any building.

11. **PIERS, BOAT HOUSES AND BULKHEADS:** Owners of waterfront Lots wishing to erect any of the above must submit plans and specifications in writing to the Architectural Control Committee for approval. The Committee's consent or rejection shall be in writing and in no case will a plan considered substandard in design or material be approved. If approval is given all work must be professional in appearance and application and all requirements of Lake Conroe's governing body must be met. Construction will not be permitted until construction of the main dwelling has been substantially completed.

12. **NUISANCES:** No nuisance shall be maintained nor any noxious or offensive activity carried out on any Lot, building site or tract of land in this Subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

13. **LOT MAINTENANCE, GARBAGE AND TRASH DISPOSAL:** Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to the construction of improvements as herein permitted. The accumulation of garbage, trash, or rubbish of any kind is prohibited, and no burning is permitted. The Owners or occupants of any Lots at the intersection of streets or adjacent to the Lake, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view: yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or their assign may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost

of such work. The Owner or occupant agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Association in the same manner as the maintenance levy.

In the event the Owner desires the Twin Shores Property Owners Association to provide mowing services for the Owner's Lot, the Owner shall pay all charges and adhere to all policies required of the Twin Shore Property Owners Association.

14. **ON THE STREET PARKING:** At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonable regular use.

15. **SIGNS:** No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this addition, except for builder's signs during the construction and sales period, or to advertise a property for sale, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable. Not more than two political signs, not exceeding 2' x 3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.

16. **PETS, POULTRY AND LIVESTOCK:** No animals of any kind, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No pets shall be allowed to run at large. All pets shall be contained within a fence.

17. **STREET OR PASSAGEWAYS:** No street or passageway shall be erected on, over, or through any Lot or block (except driveways to a house located on such Lot or block) except as shown on the map or plat of such Subdivision.

18. **DRAINAGE:** Natural drainage of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting the flow. Where possible, driveways shall follow the natural contour of the ditch, eliminating any need for culverts.

19. **USE OF RECREATIONAL FACILITIES:** Use of recreational areas of this Subdivision, including piers, boat stalls, boat houses and bulkheads shall be limited to property Owners in this Subdivision and immediate families of property Owners, and friends of property Owners only when accompanied by a member of property Owner's family. Provided, however, that property Owners in all sections of Twin Shores Subdivision, if any, which may, from time to time, be platted, shall have the same right of use of these facilities as property Owners in Sections One and Two of this Subdivision. Any trailer parked in the recreational areas of this Subdivision, including the marina area, must contain a painting or other marking clearly identifying the Owner's Lot number on the hitch bar of the trailer. Any trailer not so marked shall be subject to removal in accordance with policy of the Twin Shores Property Owners Association.

PART V

1. **MAINTENANCE FUND:** A maintenance fund governed by the Twin Shores Property Owners Association by virtue of these covenants contained hereinafter will have the authority to employ laborers to keep all roadways, reserve areas, recreational facilities, Subdivision entrance and any other common facilities, clean and in good repair.

2. **ASSESSMENTS FOR MAINTENANCE:** All Lots sold in this Subdivision are subject to a monthly levy of \$15.00 per month per Lot for maintenance of maintaining all common areas, and for any other purpose necessary or desirable in the opinion of the Twin Shores Property Owners Association, which it considers to be a general benefit to the Owners or occupants of the Lots in the Subdivision. Such maintenance assessments may also be used for the purpose of enforcement of all covenants and restrictions of the Subdivision and for routine Twin Shores Property Owners Association expenditures. This fee may be levied and billed in the manner decided by the Twin Shores Property Owners Association. Any such funds collected must be expended on the purposes as above stated and an annual report made to the property Owners in this development at the address registered by property Owners with the Twin Shores Property Owners Association. Mailing of such report to the last known address of each property Owner will constitute compliance with regards to this requirement.

The above mentioned levy of \$15.00 per month per Lot may be made on no more than two (2) Lots owned by any one Owner. The amount of levy may be raised or lowered by a majority vote of the Members of the Twin Shores Property Owners Association at a duly called meeting for determining the amount of such assessments; however, no person, group, or firm will have the authority to authorize a change in the fact that no Owner will be levied upon to pay a maintenance fee on more than two (2) Lots. Failure of a property Owner to pay this levy will constitute a lien on the property so owned and the Owner will forfeit the privilege of use of any and all of the available facilities in this Subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties of \$1.00 a month for term of delinquency.

3. **DELINQUENT ASSESSMENTS:** Any Owner being 30 days delinquent in the payment of any assessment will have filed against his property a lien for such assessment, plus any penalties and cost. Such lien shall remain in effect until all past due assessments, penalties and costs have been paid or satisfied.

4. **ENFORCEMENT OF LIENS:** Each lien established by the authority pursuant to the provisions of this instrument, by recording with the County Clerk of Montgomery County a notice of delinquency and lien upon subject property may be foreclosed, as and in the same manner as is provided for the foreclosure of a mortgage upon real property under the laws of the State of Texas, just as though said authority has retained a vendor's lien and possessed a deed of trust and note against said property. In any action to foreclose any such lien, the authority shall be entitled to cost, including reasonable attorney's fees, and other allowed cost and penalties.

5. **RESERVATION OF LIENS:** The authority does hereby reserve unto itself, establish and impose a lien, thereby securing each assessment imposed or to be imposed, or in any way provided for herein, together with any cost, interest or penalties against all the property covered in this instrument subject only to any limitations and/or provisions in this instrument.

6. **SUBORDINATION TO MORTGAGE:** Each and every assessment and lien, together with any cost, penalties or interest, established, reserved or imposed under this instrument and authority shall be subordinate to any valid bonafide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this instrument and authority. Any subsequent Owner of any property so covered purchased at foreclosure shall be bound by restrictions, conditions, covenants, reservations, assessments and liens set out in this instrument, not including, however, any assessment or lien arising prior to the foreclosure sale.

7. **EXCLUSION OF DEVELOPER:** The Developer of Twin Shores, will sell to purchasers properties within said Subdivision. It is specifically stated and agreed that if one or more Lots, tracts or parcels of land are sold to any purchaser by Developer, by contract for deed, or deed with lien and note or other instrument and purchaser defaults in payments of said lien in any manner, such as failure to pay principal, interest, taxes, insurance or assessments set out hereunder and said property be repossessed, or such contract cancelled by Developer or any assignee of Developer's right title and interest in any such lien or contract, then Developer or said assignee, will not be required to pay to the authority any delinquent or past due assessments or penalties and any liens for non-payment of same filed by said authority will be released as regards such property; however, this stipulation does not by any means relieve the purchaser in default who failed to pay such assessments levied and/or penalties and cost, and from whom said property was repossessed, of his personal liability to pay such delinquent funds, though such delinquency will not be attached to such property as a lien in this instance.

8. **ASSESSMENT EXCLUSION:** Developer is specifically excluded from the requirement to pay dues, maintenance fees or assessments on any Lot they are holding in this development for sale or resale.

9. **MULTI-OWNERSHIP:** Corporate or multi-ownership of any Lot in this Subdivision, except husband and wife ownership, will exclude all such Owners from use of recreational facilities in this Subdivision, except that such group of multi-owners or corporation may designate one person or husband and wife as having the privileges of use of facilities and then the person or persons so designated will have all the rights and privileges of an individual or husband and wife ownership, including the privileges of guests using the community facilities subject to rules and regulations then in force.

10. **RULES GOVERNING USE OF FACILITIES:** Rules and regulations governing the use of recreational facilities in this development will be made and enforced by Twin Shores, Inc. This authority can be assigned to the above mentioned governing body by Twin Shores, Inc. at said corporation's option. Persons violating said rules and regulations are subject to having their privilege of use of said facilities withdrawn by such party in authority

11. **CREATION OF PROPERTY OWNERS ASSOCIATION:** The Twin Shores Property Owners Association has been duly formed and is duly in existence as required under the Original Declaration. The Association is hereby ratified and confirmed as the Subdivision's "property owners' association", as that term is used and defined in Section 202.001(2) of the

Texas Property Code. The Association is organized pursuant to and governed by its Articles of Incorporation and Bylaws which are incorporated herein by reference.

Membership and voting rights in the Association are prescribed in the Articles of Incorporation and/or Bylaws of the Association.

In addition to the rights, duties and prerogatives established in the Original Declaration and those set out elsewhere in this Amended Declaration, the Association shall have the following rights, powers, duties and authority:

- a. **General Duties and Powers of the Association.** The Association generally has the duty and authority to further the common interests of its members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of its Articles of Incorporation and Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of its members, to maintain, improve and enhance the common areas and recreational areas in all sections of the Subdivision, and to improve and enhance the attractiveness, desirability and safety of the Subdivision and all other sections of the Subdivision.
- b. **Duty to Levy and Collect the Maintenance Charge.** The Association shall levy, collect and enforce the maintenance charge, and other charges and assessments as provided in the Original Declaration and elsewhere in this Amended Declaration.
- c. **Duties with Respect to Architectural Approvals.** The Association shall perform the functions of architectural control as provided in Part III of this Amended Declaration.
- d. **Power to Adopt Rules and Regulations.** The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Amended Declaration, the operation of the Association, the use and enjoyment of any other common areas, and the use of any other property, facilities or improvements owned or operated by the Association.
- e. **Power to Enforce Restrictions and Rules and Regulations.** The Association (and any owner of a lot or lots in the Subdivision, with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Amended Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each member of the Association. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Amended Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) by entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in

which event this right of entry may be exercised without notice (written or oral) to the owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the owner or any other person), without liability by the Association to the owner thereof, for the purpose of enforcement of this Amended Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Amended Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any member from use of any recreational facilities within any common areas or recreational areas for any breach of this Amended Declaration or such Rules and Regulations by such member; (iv) by suspension, of the voting rights of a member for any breach by such member of a provision of this Amended Declaration or such Rules and Regulations; (v) by levying and collecting an assessment against any member for breach of this Amended Declaration or such Rules and Regulations by such member or which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any member for breach of this Amended Declaration or such Rules and Regulations by such member; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating members, plus attorneys' fees incurred by the Association with respect to exercising such remedy.

Before the Board of Directors may invoke the remedies provided above, it shall give registered or certified mail notice of such alleged violation to the Owner, and shall afford the owner a hearing. If, after the hearing, a violation is found to exist, the Board of Directors right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association or of any owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

- f. **Power to Levy Fines for Violations.** The Association may promulgate and, after notice and hearing by the Board of Directors, assess fines for violations of the bylaws of the Association, any architectural design guidelines promulgated by the Association, any Rules and Regulations adopted by the Association relating to use of the common areas or recreational areas, and the restrictive covenants contained in this Amended Declaration (other than non-payment or delinquency in assessments) in amounts to be set by the Board of Directors, which fines shall constitute a lien on each lot of the owner against whom such fine is imposed, and such fines shall be recoverable in the same manner as the maintenance charge; provided however, the Association may not foreclose the Association's lien if the debt secured by the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely associated with fines assessed by the Association.

- g. **Powers Conferred by Articles of Incorporation and Bylaws.** The Association shall have all of the rights, powers and authority set out in its Articles of Incorporation and/or Bylaws
- h. **Adoption of Statutory Powers and Authority.** The Association shall have all of the powers and authority conferred upon property owners' associations generally by the provisions of Chapter 202 of the Texas Property Code, together with all of the powers and authority conferred upon property owners' associations by §204.010 of the Texas Property Code, the provisions of such section being incorporated herein by reference and being specifically adopted hereby.

PART VI

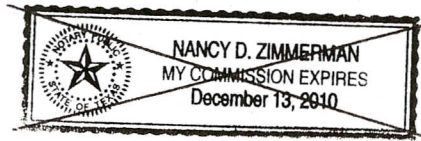
1. **TRAFFIC LAW:** Notwithstanding the fact that all roads and streets in this Subdivision are dedicated not unto the public, but only to the property Owners in Twin Shores Subdivision, it is hereby stipulated that the Commissioners Court will have the full authority to establish speed limits or other traffic rules or law, and penalties for violation thereof upon the streets of this development, and the law enforcement officers of the County of Montgomery or of the State of Texas or any other official body having such authority, may enter upon this Subdivision to enforce the speed limits as set by the Montgomery County Commissioners Court as though said roadways were public.

2. **PUBLIC LAW:** Notwithstanding the fact that all commons in this Subdivision are private and dedicated only unto the property Owners within the Subdivision of Twin Shores it hereby stipulated that any law enforcement officer, County, State or Federal is hereby authorized to enter upon the premises of the Subdivision of Twin Shores for all purposes just as though the whole Subdivision were a subdivision dedicated unto the public, and every law enforcement officer will have the same rights, privileges and duties within the boundaries of this Subdivision as he would in any subdivision whereby the streets and other commons and facilities were dedicated to the public.

WITNESS this 6th day of February 2007.

TWIN SHORES PROPERTY OWNERS
ASSOCIATION

By: _____
Name: Nedra Nokes
Its: President Nedra Nokes



STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Nedra Nokes, President of Twin Shores Property Owners Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Twin Shores Property Owners Association, a Texas non-profit corporation, and that he/she executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 6th day of February 2007.

Nancy D. Zimmerman
Notary Public in and for the
State of Texas

