

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 is 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.

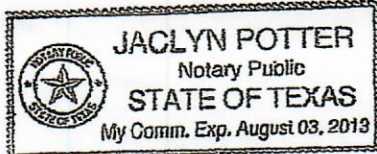


Eugene Kazmir (President)
Lake Sheridan Home Owners Association

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



Jaclyn Potter
Notary Public, State of Texas



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

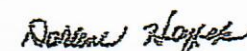
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STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was filed on the
date and time stamped hereon by me, and was duly
recorded in the Volume and Page of the Official
Records of Colorado County, Texas and stamped
hereon by me, on

MAR 18 2013




DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS