

**SHADY OAK ESTATES
AMENDED DEED RESTRICTIONS ADDENDUM
DEED RESTRICTION VIOLATIONS**

AMENDED JUNE 1, 2009

In an effort to clarify the prior restrictions and the procedure for enforcing the sanctions and penalties imposed for violations to the Deed Restrictions as filed and in a continuing effort to maintain the integrity, value, and aesthetic quality of Shady Oak Estates, this addendum is being filed of record. As of the date of this filing all matters contained herein will be deemed as an integral part of the entire document known as "Deed Restrictions" as if fully copied and set forth therein. This addendum will be afforded all rights, remedies and enforcement as if appearing in the body of the Deed Restrictions.

For any violation of the Deed Restrictions there shall be a \$25.00 per incident fee, charged to the homeowner and/or lot of the homeowner causing the violation. If the violation occurs off of the lot as a personal violation, including but not limited to such violations as illegal dumping, discharging of firearms, unrestrained animals, hazardous activities, burning, etc. then the \$25.00 fee will be assessed against the lot to which that person is associated regardless of status and title, whether as a guest, owner, tenant, family member, representative, agent, etc. If the violation is one that creates an immediate danger such as vicious dogs at large, toxic and hazardous waste dumping, burning, etc. or a previously cited violation that remains uncorrected for more than 30 days then there shall be an additional charge of \$5.00/ day until cured, unless modified by written agreement with the Developer or Association.

All such fees when incurred shall be paid timely, within 30 days of notice, and if not paid timely then late charges will accrue at the rate of \$25.00/mo until paid.

Lien rights

It is understood and agreed that Developer and thereafter the Association shall be entitled to a lien for any such fees, charges, etc. including but not limited to fines, penalties, late charges, and interest as herein described, on any property owners lot that is in violation of these restrictions and conditions any time after the expiration of 30 days from the due date as addressed in these restrictions. This lien is in addition to the assessment lien rights reserved by the Developer/Association.

In the event the property owner fails to cure the violation and or pay the associated fees and charges as herein described, the Developer/Association retain the right to seek foreclosure through proper legal procedure.

Notice of any and all violations will be given by any reasonable means under the circumstances to apprise the property owner of the violation whether written or verbal. Written notice, either by personal delivery or U.S. Mail service is considered to be proper

notice when delivered to the violator by any means reasonably designed to effect receipt of said notice. If mailed, it does not have to be certified but proof of mailing must be acquired. Notice is considered proper and effective as of the date it is deposited into the postal service's possession as evidenced by the proof of mailing..

Unless the violation is one of an immediate danger or hazard the property owner shall have 10 days from the date of violation to cure said violation(s). If not cured within that time frame then a second notice will be sent giving the property owner 7 days to cure. If not cured within that time frame the fines as herein described will begin to accrue as of that 7th day. If not paid within the next 30 days late charges will begin to accrue as of that 7th day as described herein until paid in full.

Developer and/or /Association has the right to bring any lawsuit or cause of action against a property owner in violation of these Deed Restrictions and addendums in addition to incur attorney's fees and costs of court and charge the property owner for any such fees and costs and the property owner shall be responsible for such fees and costs under the same terms and conditions as any other fees or charges under the terms of these documents.

Trash


The dumpsters are to be used only for normal household trash that is used on a daily basis. Normal household trash does not include construction materials, fences, gutters, shingles, bed parts, mattresses, box springs, televisions, garbage cans, barbecues, sofa's, pools, waterbeds, metal sheeting, batteries, paint, hazardous materials, etc. Any use of the dumpsters or dumpster areas for any of these items or any dumping on the ground will be considered a violation and fined as herein described.

In the event of an immediate danger or hazard the property owner shall have 24 hours to cure from the time of notice, after which the fees and charges will begin to accrue. In addition to the fines and sanctions herein contained, depending on the severity of the violation, law enforcement can also be called and have whatever criminal charges applicable filed.

This addendum is not intended to be overly burdensome but to maintain and enforce a code of conduct and property maintenance for the safety, value, and benefit of the subdivision and all residents and property owners at Shady Oaks.

The Developer/Association retain the right to address any extenuating circumstances with any property owner in an attempt to work with everyone for the common good.

Signed and dated this 26 day of June 2009.


Dreamscape Land Development Inc.
By; Bruce Allegar

Agreed and acknowledged;

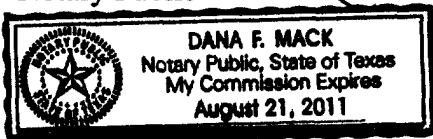
**STATE OF TEXAS
COUNTY OF MONTGOMERY**

Buyer

SUBSCRIBED TO AND SWORN before me, appeared Bruce Allegar of Dreamscape Land Development Inc. known to me to be the person and entity to whose name is affixed hereto.

Dana F. Mack
Notary Public

[Signature]
Dreamscape Land Development Inc.
By; Bruce Allegar



After filing return to:

DREAMSCAPE LAND ADY. INC.

P.O. Box 2334

Conroe Texas 77305-

FILED FOR RECORD

09 JUN 26 PM 1:03

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 26 2009



Mark Turnbull
County Clerk
Montgomery County, Texas