

SUBDIVISION RESTRICTIONS
STEAMBOAT SHORES SUBDIVISION, ALL SECTIONS

THE STATE OF TEXAS
COUNTY OF RAINS

KNOW ALL MEN
BY THESE PRESENTS

16 JUL 11 PM 3:54
COUNTY CLERK
COUNTY OF RAINS
STATE OF TEXAS

16 JUL 11 PM 3:54

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The Steamboat Shores Subdivision Restrictions dated 16 July 1981 as recorded on volume 214 page 847, Section II Restrictions dated 4 October 1983 as recorded on volume 005 page 31, and Steamboat Shores Subdivision Restrictions dated 21 July 1995, as recorded on volume 336 page 496 are superseded by the following restrictions:

The Steamboat Shores Owners Association owners of Steamboat Shores Subdivision, Sections I and II, as shown by the plat thereof duly recorded in the plat records of Rains County, Texas, does hereby acknowledge, declare, and adopt the following restrictions which are hereby impressed on all of said property, and these restrictions and covenants shall run with the land.

Subject to the provisions of numbered paragraph 20 hereof: neither the Architectural Control Committee, nor the members of said committee, nor the president, nor any officer of Steamboat Shores Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of failure to enforce these restrictions.

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the President of Steamboat Shores Owners Association to protect the owners of lots in this subdivision against such improper use of lots as will depreciate the value of their property: to preserve, so far as practicable, the natural beauty of said property: to guard against the erection there on of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to safeguard the improper disposal of both black and gray waters; to ensure the highest and best development of said property; to encourage and secure attractive use thereon; to secure and maintain proper setbacks from the streets; to ensure and to maintain proper drainage of front and back lots; and in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.
2. Subject to the provision of subsequent paragraph nine (9) hereof, all lots are restricted to use for a single family and no building shall be erected or maintained other than a permanent shelter (house, log cabin, cabana, mobile home, motorhome, travel trailer), private storage building, garage, and private bathhouse. All structures listed herein are to be used by the owner or occupant. Lot 1 is designated as a commercial lot and shall be used only for residential purposes.
3. Subject to the provision of paragraph nine (9) hereof, no used existing buildings and no part of used existing buildings shall be moved on to, placed on, or permitted to remain on any lot. All construction must be of new material. Shingle and/or sheet iron roofs shall be permitted for houses, cabana, and log cabins. Steel and/or galvanized roofs will be permitted on garages, boathouses, and storage buildings, as long as said roof is properly secured to said building and does not represent a safety hazard. The exteriors of any building must be painted or stained.

All driveways must have a minimum of a 12" culvert (PVC, steel or concrete). No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered. No construction, nor erection of building, nor alteration of drainage will be affected without the prior approval of the Architectural Control Committee. Motorhomes, mobile homes, or travel trailers shall be permitted on lots as long as said is in good state of repair, appearance, and are connected to the waste treatment facility or have a means to properly discharge black and gray waters as outlined in Paragraph Ten (10).

4. Fences shall be permitted to extend to the side, front, and back lot lines. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the lot owner or purchaser and not by the utility company.
5. No building, mobile home, motorhome, travel trailer, camper or structure other than offense shall be located nearer to the side street line than three (3) feet or nearer to the side lot line or rear lot line than three (3) feet. "Side lot line and rear lot lines" respectively, as used in the paragraph, in respect to any two (2) or more contiguous whole and/or fractional lots owned by (and/or under contract to be conveyed by the Owners' Association to) the same person or persons and used as a single site, shall thereafter mean, respectively each and/or either of the two (2) outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot no building, mobile home, travel trailer, camper, motorhome or structure other than offense shall be located nearer to the front lot line than five (5) feet.
6. No water well shall be permitted on any lots unless approved by the water company. The water company will furnish and maintain the water system and all customers must comply with their contract.
7. No animals or birds other than household pets shall be kept on any lot. All pets must carry an owner identification tag and must be properly vaccinated for rabies. Owners shall be held liable for any improper conduct of said pets.
8. Permanent residents and/or camping shall be permitted on all owned lots.
 - (a). Permanent residence shall be permitted when owners or occupants have a house, mobile home, log cabin, cabana, motorhome, or travel trailer; a licensed holding tank (Paragraph 10) or direct connection to a licensed wastewater treatment plant and the water meter (Paragraph 6).
 - (1) Lots not connected directly to Steamboat Shores Owners Association Waste Collection System will be required to have a water meter (Paragraph 6), and a licensed holding tank (Paragraph 10) in order to qualify for permanent residence.
 - (2) The Steamboat Shores Architectural Control Committee will provide technical assistance and approval for those owners desiring to reside on a permanent basis.
 - (b). Camping shall be permitted on all lots and shall be limited to use of pick up campers, camping trailers, van conversions, fifth wheel trailers, mini-motorhomes, motorhomes, travel trailers, and other camping shelters, which shall be of good appearance and in good repair, and if not built by commercial manufacturers, be of design, appearance, and quality comparable to those built by commercial manufacturers, and subject to the approval of the Architectural Control Committee.
 - (1) tents and similar types of temporary camping equipment may not be left on a lot unattended for more than 24 consecutive hours, and less in a collapsed position.

(2) lots shall be kept free of litter, rubbish, trash or other debris, and no unsanitary condition shall be allowed to exist on any lot.

(c). No outbuilding, boathouse, or tool house erected on any lot shall at any time be used as a permanent dwelling.

9. Easements are preserved along and within three (3) feet of the rear lot lines, five (5) feet of the front lot lines, and within three (three) feet of the sidelines of all lots in the subdivision for the construction, operation, and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and/or trim any tree which at any time may interfere or threaten to interfere with the maintenance of such line; with right of ingress to and egress from across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portions of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in the subdivision.

10. Any private septic system must comply with the Texas Department of Water Resources order on Lake Fork reservoir 157.3 1.18. All holding tanks must be a minimum of 750 gallons, completely sealed, made of non-deteriorating material and approved by the Sabine River Authority.

11. Subject to the provisions of numbered paragraph 21, a yearly assessment shall be imposed per property owner.

The word "OWNER" as used in this sentence, shall include also the purchaser under a sales contract with the original developer and/or the owners Association of a lot in Steamboat Shores subdivision. Said assessment shall be used for (a) the payments of: (1) applicable yearly taxes, (2) insurance, (3) leased land from the Sabine River Authority, (4) water, (5) light, (6) security guards, (7) telephone; (B) construction, maintenance and repairs of: (1) swimming pools, (2) roads, (3) electronic gate, (4) mobile home (security guard dwelling), (5) equipment and vehicles, (6) fishing pier, (7) a boat ramp, (8) all parking areas and for any other use approved by the Board of Directors of Steamboat Shores Owners Association. It being understood that the swimming pools, parks, fishing pier, boat ramp, electronic gate, roads and all recreational areas are for the sole use and benefit of the members of said association, their families and authorized guests. The waste treatment plant is for the benefit of the Association members and/or contracted to outside customers as approved by the Board of Directors. Said assessment shall accrue from the earlier of the date of the agreement for deed from the seller to a purchaser or of the conveyance by the Association as grantor. Resale of lots owing assessments to the Association shall be recuperated from the original owner and/or purchaser. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to the Steamboat Shores Owners Association, its successors and assigns, the owner of said assessment funds each January 31. Payment arrangements shall be permitted but not to exceed six (6) months. Assessments against lot owners will accrue and lean securing same may match. Said assessment lien shall be junior and subordinate to any lien which may be placed on any portion of any lot and security for interim construction loan and/or any

permanent loan refinancing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has therefore been constructed.

12. Subject to the provisions of numbered paragraph 11, all owners of lot(s) at Steamboat Shores Subdivision are automatically members, with all privileges, of the Steamboat Shores Owners Association.

There are no dues or initiation fees for membership in the association other than the yearly assessment to all owners of lot(s) as required by this restrictive covenant covering the Subdivision. All lot(s) owners are required to pay said assessment even though they are not active members of the Association.

The Board of Directors, with recommendation of the Financial Committee by unanimous vote, plus the approval of the majority vote of the members present in a called meeting of the Association, may from time to time reduce or increase the yearly assessment for any purpose deemed appropriate.

Members in bad standing shall be precluded of the use of the swimming pool, boat ramp, fishing pier, parks, water, sewer dump at the swimming pools, and the wastewater treatment plant.

13. The Steamboat Owners Association and/or their designee may, on any lot and/or lots then owned by them, construct, maintain, use and allowed to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, office and sales lot, water wells and related pumping, storage, waste treatment plant, operation and maintenance facilities, and the like, and numbered Paragraphs 2, 3, 4, 5, 6, and 8 hereof shall not apply thereto.
14. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of materials (except during construction of a building), and all lots shall be kept free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators, and other large appliances shall not be placed outdoors. The Architectural Control Committee shall have the right to enter the property where the violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
15. No lot or any part of a lot shall be used for street, access road or public thoroughfare without the prior written consent of Steamboat Shores Owners Association, its successors and assigns.
16. No hunting or discharging a firearm shall be permitted on any lot or in any part of the Subdivision.
17. Vehicle Identification Decals. All property owners shall be required to properly display a current vehicle identification decal when entering and parking their vehicles at all parks, swimming pools, boat ramp and fishing pier. Guest vehicles shall also be required to display a current, temporary permit to park their vehicles at the areas mentioned above violation of this restriction will result in the vehicle being removed from the Steamboat Shores area at the owner's expense.

The decal is the property of the owner's Association and shall be scraped from vehicles and returned to the Association. Only one (1) current decal shall be displayed on vehicles.

18. Gate openers (remote control and key) shall be transferred to a new owner with notification to Steamboat Shores Owners Association.
19. No camping shall be permitted at lot nine (9) and land leased from the Sabine River Authority (known as the park) where the ramp, fishing pier, and wastewater treatment plant are located. The entire area is designated "PARKING ONLY"; however, vehicles shall not block the wastewater treatment plant entrance when parking at said area.
20. The Steamboat Shores Owners Association is a nonprofit organization and was incorporated since April 8, 1981. The Association shall administer and supervise all affairs of said association to include: (a) records and file management, (b) funds received and expenditures, (c) waste treatment plant, (d) payment of applicable taxes and insurance, (e) individual account records, (f) safeguard all records and information, and (g) maintenance of roads.
 - (1) The Board of Directors shall be accountable to the membership for all matters and expenditures. The Board of Directors shall consist of seven (7) members: President, two (2) Vice-Presidents, Secretary, Treasurer, Chairman of Waste Treatment Operations and Road Commissioner. All officials are elected by majority vote of the membership to a two (2) year term.
 - (2) The Financial Committee will consist of nine (9) members (one chairman and eight members); all committee members are elected to a three (3) year term by majority vote of the membership. In order to provide continuity to the newly elected Board of Directors only three (3) members shall be replaced by the same election herein.
 - (3) The Financial Committee shall be consulted on the internal control and procedures on the administration of financial matters on financial disbursement of steamboat Shores over \$1500; establish a budget each year before the July Annual Meeting; and review and recommend property assessment for presentation at the July Annual Meeting.
21. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either: (lowercase A) violate or attempt to violate any restriction or provision herein, or (b) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by the sentence) any restriction or provision herein, it shall be lawful for steamboat Shores owners Association and/or any entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such persons or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to: (1) prevent such violation, (2) recover damages or other Jews for such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceeding. "Persons of entity" as used in the preceding sentence here of, shall include, but shall not be limited to all owners and purchasers of any real property hereunder, as well as all errors, devisee, assignee, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

22. Any addition, change or extinguishment removal of a restriction herein, in whole or in part, will require approval of the Board of Directors by at least a two-thirds majority, plus approval by a two-thirds majority vote of the members present in person or by official absentee ballot in a regular or special called meeting of the Association.
23. Invalidation of any one or more of the covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

EXECUTED THIS THE 11th day of July, 2016.

STEAMBOAT SHORES OWNERS ASSOCIATION

Tisha Rawls

Tisha Rawls, President

STATE OF TEXAS

COUNTY OF RAINS

BEFORE ME, the undersigned, Notary Public in and for the County and State aforesaid, on this day personally appeared Tisha Rawls known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of STEAMBOAT SHORES OWNERS ASSOCIATION, who acknowledged to me that he executed the said instrument in the capacity and for the purposes and consideration therein expressed, and in the capacity therein stated, as their own free and voluntary act and deed respectively of STEAMBOAT SHORES OWNERS ASSOCIATION, organized and existing under the laws of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of JULY, 2016

Stacy L. Hart

Notary Public in and for Rains County, Texas



**SUBDIVISION RESTRICTIONS
STEAMBOAT SHORES SUBDIVISION**

**THE STATE OF TEXAS
COUNTY OF RAINS**

**KNOW ALL MEN
BY THESE PRESENTS**

AMENDMENT

20. The Steamboat Shores Owners Association is a nonprofit organization and was incorporated since April 8, 1981. the Association shall administer and supervise all affairs of said association to include: (a) records and file management, (b) funds received and expenditures, (c) waste treatment plant, (d) payment of applicable taxes and insurance, (e) individual accounts records, (f) safeguard all records and information, and (g) maintenance of records.

- (1) The Board of Directors shall be accountable to the membership for all matters and expenditures. The Board of directors shall consist of seven (7) members: President; two (2) Vice-Presidents, Secretary, Treasurer, Chairman of Waste Treatment Operations and Road Commissioner. All officials are elected by majority vote of the membership to a two (2) year term.
- (2) The Financial Committee will consist of five (5) members (one chairman and four members); all Committee members are elected to a three (3) year term by a majority vote of the membership. In orders to provide continuity to the newly elected Board of Directors only three (3) members shall be replaced by the same election process herein.
- (3) The Financial Committee shall be consulted on the internal control and proccdures on the administration of financial matters on financial disbursement of Steamboat Shores over \$1,500.00; establish a budget before the July Annual Meeting; and review and recommend property assessment for presentation at the July Annual Meeting.

4-6-89 Agnes Elliott - President SSOA

STATE OF TEXAS §
COUNTY OF RAINS §

Before me, the undersigned Notary Public in and for the County and State aforesaid, on this day personally appeared HOPPIE ELLIOTT known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of STEAMBOAT SHORES OWNERS ASSOCIATION, who acknowledged to me that he executed the said instrument in the capacity and for the purposes and consideration therein expressed, and in the capacity therein stated as their own free and voluntary act and deed respectively of STEAMBOAT SHORES OWNERS ASSOCIATION, a corporation organized and existing under the laws of the State of Texas.

FILED FOR RECORD
APR 6 2009 10:48 AM
NOTARY PUBLIC
LALFIE SMITH
COUNTY CLERK
COUNTY OF RAINS
STATE OF TEXAS
DEPUTY

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE 6 DAY OF April, 2009



Laura Smith
Notary Public, State of Texas

I hereby certify this instrument was filed and duly recorded in the Rains County, Texas, Official Public Records on the date and time stamped hereon by me.



Melba Willey
Linda Wallace County Clerk
Rains County, Texas

I hereby certify this instrument was filed and duly recorded in the Rains County, Texas, Official Public Records on the date and time stamped hereon by me.



Rose M. Parker
Linda Wallace
Linda Wallace, County Clerk
Rains County, Texas

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STEAMBOAT SHORES SUBDIVISION

THE STATE OF TEXAS
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4-6-09 Hoppe Elliott - President SSEA

STATE OF TEXAS §
COUNTY OF RAINS §

Before me, the undersigned Notary Public in and for the County and State aforesaid, on this day personally appeared HOPPIE ELLIOTT known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of STEAMBOAT SHORES OWNERS ASSOCIATION, who acknowledged to me that he executed the said instrument in the capacity and for the purposes and consideration therein expressed, and in the capacity therein stated as their own free and voluntary act and deed respectively of STEAMBOAT SHORES OWNERS ASSOCIATION, organized and existing under the laws of the State of Texas.

FILED FOR RECORD
APR 6 2009 10:48 AM
NOTARY PUBLIC
STATE OF TEXAS

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE 6 DAY OF April, 2009



Laurie Smith
Notary Public, State of Texas

I hereby certify this instrument was filed and duly recorded in the Rains County, Texas. Official Public Records on the date and time stamped hereon by me.



Melba Willey
Linda Hobbins County Clerk
Rains County, Texas