CERTIFICATE OF RESOLUTION OF SAM HOUSTON FOREST ESTATES LOT OWNERS' ASSOCIATION, INC.

Amended and Restated Restrictions

The undersigned, being duly elected, qualified and acting President of Sam Houston Forest Estates Lot Owners' Association, a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors at a duly called meeting held on the 19th of May, 2018 and meeting held on the 18th day of May, 2019 and the approved minutes from such meetings are attached hereto as Exhibit "B".

WHEREAS, the Board of Directors desires to memorialize and consolidate Amended and Restated Restrictions.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors, on behalf of the members of the Association duly adopts the following Amended and Restated Restrictions of Sam Houston Forest Estates Lot Owners' Association, Inc.:

Amended and Restated Restrictions are attached and incorporated herewith as Exhibit

TO CERTIFY WHICH, witness my hand this the day

2019.

Wilburn Woods, President

STATE OF TEXAS

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COUNTY OF WALKER

Before me, the undersigned authority, on this day personally appeared WILBURN WOODS,

President of Sam Houston Forest Estates Lot Owners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this

_, 2019.

DEBORAH LEIGHNAE WOMACK 4828921

NOTARY PUBLIC, STATE OF TEXAS AT COMMISSION EXPIRES

OCTOBER 23, 2022

lotary Public. State of Texas

Sam Houston Forest Estates Lot Owners' Association, Inc. 80 Magnolia Drive, Huntsville, Texas 77340

Current Restrictions

Such restrictions and covenants shall constitute mutual covenants running with the land, and all successive future owners shall have the same right to evoke and enforce its provisions as the original provisions hereto. Such restrictions and covenants are made in accordance with a general property plan and uniformly adopted scheme, laid out in a plot of land to be sold as Sam Houston Forest Lot Owners' Association.

- Sam Houston Forest Estate Lot Owner agrees and promises to pay its successors or assigns, a monthly maintenance, utility and development fee not to exceed \$11.00 per month per lot. All funds are due on or before May 1st of each year unless prior arrangement is made.
- 2. No excavation for stone, gravel or earth shall be made thereon except it be first approved in writing by the SHFELOA, its agents, successors, or assigns.
- All of the lots and sections of the Sam Houston Forest Estate Lot Owners' Association, a Subdivision in Walker County, Texas, shall be known and described as residential lots and sections unless excepted herefrom.
- 4. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single dwelling.
- 5. The ground floor area of any dwelling structure, shall contain not less than 1000 square feet of aggregate floor area, including porches but excluding garages under roof and all undercourse materials or unpainted outside walls and exterior areas shall be painted with two coats of paint or covered with a commercial grade of exterior finish material within sixty days following the closing of exterior wall areas.
- 6. All plumbing shall be connected with sanity sewer or concrete septic tanks constructed in accordance with applicable governmental regulations and no outside toilets or cesspools shall ever be permitted in the subdivision. No water wells or any other kind of well may be drilled thereon for mining of any mineral or gas without the prior written approval of the Seller, its agents, successors or assigns.
- No structure or building of any nature shall be moved onto any residential lot unless prior written consent be obtained from SHFELOA, its agents or assigns.
- Private boat piers will not extend more than twenty-five feet from the two hundred one foot contour line, unless prior approval is obtained from the SHFELOA, its agents, successors, or assigns, in writing and must meet San Jacinto River Authority Restrictions.

EXHIBIT A

- 9. No trailer, bus, van, shack, detached garage, garage apartment, stable, or barn or any other structure of a temporary character shall be used at any time thereon as a residence, with exception of a house trailer, but then, only for a period of one year from date of completion of the foundations of a permanent dwelling structure.
- 10. All dwelling structures must have the plans and specifications for some submitted to SHFELOA, its agents, successors, or assigns, herein and its approval obtained, before construction work for said building shall commence.
- 11. No noxious or offensive activities shall be carried on upon any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 12. No building or structure shall be nearer than five feet to either side of the property line or rear property line, no nearer than fifteen feet from the front property line.
- 13. All driveways shall have a minimum of twelve inch diameter by twenty-two feet long concrete drain in road drainage ditch for entrance to driveway said lots and/or meet county specifications for same.
- 14. No animals, livestock, poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. A maximum of two dogs or cats will be permitted.
- 15. Easements for the installations and maintenance of the utilities and drainage facilities are reserved as shown on the plot of said subdivision as prepared by Seller.
- No signs, billboards, or advertising devices, excepts those used in the sale, rental or leasing of such property (which must be limited to one sign of a size no larger than thirty-six inches) shall ever be maintained on such property. There shall be no fence, hedge, or wall higher than six feet erected or maintained on such property. No fences or hedges for the purpose of dividing or enclosing property shall be constructed or planted forward of the front elevation of any dwelling structure.
- 17. No sale of any unimproved lot shall be consummated without giving at least ten days written notice to SHFELLOA, and the owners of the two lots adjoining said lot on the sides, of the terms thereof; and in such event said seller, and/or adjoining lot owners shall have the right to buy said lot on such terms.
- 18. Such property shall never be used for a dumping ground for garbage, refuse, automobiles, or anything else which would create unsightly or unhealthy conditions in the neighborhood.

- 19. Where there are multiple owners of single lot, each lot shall have one designated family that is permitted to use community pool and boat ramp.
- 20. These restrictions and covenants are to run with the land and shall be binding for a period of ten years from the date hereof; at the end of such time, said restrictions shall be automatically extended for a successive period of ten years, unless by majority vote of the then owners of the lots of said subdivision (each lot having one vote) taken prior to the expiration of said ten year period and files of record in said county, it is agreed to amend and release same.
- 21. If any person, or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person, or persons owning any lot in said addition to prosecute proceedings at law or in equity against any person, or persons, violating or attempting to violate any such restrictions and covenants, needed to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violation.
- 22. Deeds shall be expressly made and accepted subject to the mineral or royalty reservations or exceptions of record in Walker County, Texas, affecting the above-described property.
- 23. Invalidation of any one or any part of these restrictions and covenants by judgment of a court proper jurisdiction shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

Certificate of Adoption of Change in Restrictions

The undersigned hereby certifies that:

- 1. He is a duly elected and acting Officer/Director of the SAM HOUSTON FOREST ESTATE LOT OWNERS' ASSOCIATION, INC.
- 2. The foregoing Amended and Restated Restrictions, comprising of 3 pages, constitute the current restrictions as fully adopted at meetings of the Sam Houston Forest Lot Owners' Association, Inc., duly held on May 19, 2018 and May 18, 2019.

IN WITNESS WHEREOF, the undersigned, an Officer/Director of Sam Houston Forest Estates Lot Owners' Association, Inc., does hereunto sign this Certificate of Adoption of Amended and Restated Restrictions on this _iq_ day of _______, 2019.

Lester Bienek, Secretary/Director

THE STATE OF TEXAS

COUNTY OF WALKER

Before me the undersigned notary public in and for the State of Texas, on this the day of _______, 2019, personally appeared Lester Bienek, who, being by me first duly sworn, declared that he is the person who signed the foregoing instrument as Officer/Director, and that the statements therein contained are true.

DEBORAH LEIGHNAE WOMACK 4828921 NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES OCTOBER 23, 2022

otary Public, State of Texas