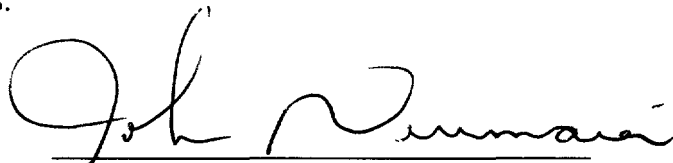


**CORPORATE SECRETARY'S CERTIFICATE**  
**COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC.**

The undersigned certifies that he is the duly appointed and acting Secretary of COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC., (the "Association"). The Association is the property owners' association for SHADOW BAY, SECTION ONE, a subdivision in Montgomery County, Texas, according to the map or plat thereof of record in Cabinet A, Sheet 172A et seq. of the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation. A true and correct copy of the Amended Rules, Regulations and Policy Statement of Community Improvement Association of Shadow Bay, Inc. (Revised November, 2008) is attached to this Certificate as Exhibit "A".

Signed this 21 day of November, 2008.



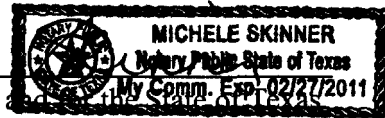
John Neumaier, Secretary of Community Improvement Association of Shadow Bay, Inc.

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed to before me on the 21 day of November, 2008, by John NEUMAIER.

Michele  
Notary Public in and for the State of Texas

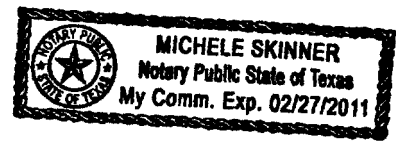


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 21 day of November, 2008, by John Neumaier, Secretary of Community Improvement Association of Shadow Bay, Inc., a Texas non-profit corporation, on behalf of said corporation.

Michele Skinner  
Notary Public in and for the State of Texas



**AFTER RECORDING RETURN TO:**  
C.I.A. of Shadow Bay, Inc.  
C/o The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

# **EXHIBIT “A”**

## ***COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC.***

- ***Amended Rules, Regulations and Policy  
Statement (Revised November 2008)***

**AMENDED RULES, REGULATIONS AND POLICY STATEMENT  
OF COMMUNITY IMPROVEMENT ASSOCIATION OF SHADOW BAY, INC.**  
**(Revised November 2008)**

The following Rules, Regulations, and Policy Statement (the "Rules") is promulgated by the Board of Directors (the "Board") of the Community Improvement Association of Shadow Bay, Inc. (the "Association"). This document is intended as a statement of the Board's policy regarding the interpretation and enforcement of the Restrictive Covenants applicable to the Subdivision, such Restrictions being filed for record in Volume 1170, Page 566, *et. seq.*, of the Deed Records of Montgomery County, Texas, and Clerk's File No. 9516125 and Film Code No. 052-00-1019 in the Official Public Records of Real Property of Montgomery County, Texas. (the "Restrictions"). This document also spells out the Board's rules and regulations regarding the use of the Subdivision's common properties and other facilities.

This instrument amends, modifies and replaces, in its entirety, the previous rules, regulations and policy statement of the Association, which is filed and recorded under Clerk's File No. 2000-015102 and Film Code No. 664-00-0942 of the Official Public Records of Real Property of Montgomery County, Texas (and as amended by instrument filed and recorded under Clerk's File No. 2001-062396 and Film Code No. 910-00-1782 of the Official Public Records of Real Property of Montgomery County, Texas).

**SECTION 1 - MAINTENANCE OF PROPERTY:**

**1.01 Cleanup of Property**

The Owner of record for each Lot in the Subdivision (the "Owner") is ultimately responsible for normal maintenance, repair, cleanup, and removal of waste from each Lot. Subject to the requirements of Section 4.06 of the Restrictions, if the need for extraordinary maintenance, repair, cleanup, or removal of waste (as permitted by the Section 4.06 of the Restrictions) is due to a willful or negligent act, or the neglect of the Owner, his family, guests, invitees or renters, the cost of such extraordinary maintenance, repairs, cleanup, or removal shall be invoiced to the Owner, and collected in the regular course of the Association's business.

The Board is authorized to retain or contract with a service provider to perform the extraordinary maintenance, repair, cleanup, or removal. Any additional charge will be listed separately and included on the next regular statement sent to the Owner.

The Board has absolute discretion to determine if such extraordinary maintenance, repair, cleanup, or removal of waste is necessary. Extraordinary maintenance includes, but is not limited to the following:

1. mowing of grass, lawn, or weeds 8" or more in height;
2. the skirting of mobile homes in accordance with the regulations of Restrictions; or
3. any other applicable matters in violation the Restrictions and/or Bylaws determined by the Board to fall within the scope of this rule.

### **1.02 Garbage**

If garbage or trash is not picked up, and is left outside until the next garbage pickup day, the Association, subject to the requirements of Section 4.01 of the Restrictions, will arrange to have it picked up and the Owner will be charged a fee of \$50 for the first violation and \$100 for subsequent violations.

### **1.03 Violation of Restrictions**

Subject to the requirements of Chapter 209 of the Texas Property Code, effective immediately, any Owner in violation of any of the Restrictions will be charged a fine of \$50 for the first violation of a specific deed restriction and \$100 for subsequent violations of the same restriction.

### **1.04 Failure to Notify on Sale of Property**

Effective immediately, any Owner who sells property in the Subdivision provide the Association with written notice of the sale and the name and mailing address of the new owner.

## **SECTION 2 - DWELLING AND EXTERIOR:**

### **2.01 Additions, Alterations, Fences, etc.**

No Owner or other person may make any structural alteration or improvement, or do any exterior repainting, or repair or addition to his residence that would alter the exterior appearance without the prior written approval of the plans and specifications by the Architectural Control Committee ("ACC"). The ACC will grant its approval if the proposed work will benefit and enhance the Subdivision in a manner consistent with the development plan, and in accordance with the Restrictions.

No building, fence, wall, or other structure with a height in excess of 24" may be erected or maintained outside of the front building line of each Lot. No exterior addition or other external attachments may be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations have been submitted to and approved in writing by the ACC. Consideration is based upon the harmony of external design and location in relation to surrounding structures and topography.

Any Owner whose residence is damaged by fire or other casualty may apply to the ACC for reconstruction, rebuilding, or repair of the residence in a manner that will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for approval must be made in writing with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result. The ACC will grant approval only if the design proposed by the Owner would result in a finished residence of exterior design harmonious with other residences in the Subdivision. No landscaping or planting of any kind shall be done in the street right-of-way.

Approval of the ACC shall be in writing. In the event the ACC fails to approve or disapprove within 20 days after receipt of a request with all accompanying plans and specifications, approval will be deemed to have been given.

**2.02 Removal of Mobile Homes**

No mobile home may be removed from the Subdivision without the written consent of the ACC. Consent will be granted on request to the Owner of the Lot, or the Owner of the mobile home. The request must be accompanied by a "clean-up" deposit of \$500.00 (cash or check), which will be refunded after inspection of the empty Lot by a representative of the ACC. The request for consent must be submitted a minimum of seven (7) days prior to the day of anticipated removal. The deposit will insure that the premises from which the mobile home is removed are in an acceptable condition after the removal. The Board may waive this requirement with a vote of simple majority.

**2.03 Driveways**

For all new construction within the Subdivision, all improved lots are required to have a driveway installed leading from the street to the residence on the Lot. The culvert required under the driveway must meet specifications required by Montgomery County.

**2.04 Permit to Move a Home into Shadow Bay**

In order to receive a permit to move a manufactured home into the Subdivision, the Owner must first pay all assessments, fines, and other charges owed on all property he/she owns in the Subdivision, and must also bring all property owned in the Subdivision into compliance with all of the Restrictions.

**2.05 Requirements to Move a Mobile Home into Shadow Bay**

The ACC, with the agreement of the Board, has published a list of requirements that must be met in order to move a mobile home into the Subdivision. These requirements include a Permit that must be displayed on the property.

No occupants are allowed to move into the dwelling until final inspection and sign-off as required by all Association requirements.

**2.06 Tandem Axle Vehicles**

No tandem axle vehicles, including semi tractor-trailers, will be allowed in the Subdivision without a permit from the ACC.

**SECTION 3 – RENTERS/LEASING TENANTS:**

**3.01 Responsibility of Owners**

Owners are responsible for providing their renters/leasing tenants with copies of the Restrictions, By Laws, and these rules and for ensuring that the renters/leasing tenants comply with the requirements of the documents listed above.

**3.02 Renters/Leasing Tenants Fees for Violations**

If a Renter or Leasing Tenant fails to pay a Fee that is levied for violation of one of these rules, that fee will become the responsibility of the Owner of the property and will be added to the Owner's regular assessment account.

**SECTION 4 - ANIMALS:**

**4.01 Confinement of Dogs and Cats**

All dogs and cats must be confined to the Owner's property. No dog or cat will be allowed outside the Owner's property except on a leash. Any dogs or cats that are found outside the Owner's property are subject to being removed from the Subdivision in accordance with Montgomery County regulations.

Subject to the requirements of Chapter 209 of the Texas Property Code, if the Owner of the dog or cat is known, the Association will charge that Owner a fee of \$50 for the first violation and \$100 for subsequent violations.

**SECTION 5 - BOAT RAMP:**

**5.01 Eligibility for Boat Ramp Key**

All maintenance fees, other fees, liens, or judgments must be paid in full on all lots owned by an Owner before the Owner is eligible to receive a key to the boat ramp area.

An Owner who is 90 days or more past due on any maintenance or other fees is required to pay not only the past due amount, but also pay one year's worth of assessments in advance before receiving a key.

If an Owner becomes more than one month late on maintenance or other fees, that Owner is required to relinquish the boat ramp key(s).

**5.02 Vehicles Parked at Boat Ramp Area**

Any vehicle parked at the boat ramp area must display a Subdivision Owner sticker in the front windshield, or a current guest card must be displayed on the dashboard of the vehicle. Vehicles improperly parked in the boat ramp area may be towed in accordance with applicable law.

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded

**5.03 Responsibility for the Key(s)**

Duplication or loaning the key(s) is not allowed. A \$25 fee will be charged for a lost or stolen key. The key(s) must be returned to the Association if the person is no longer an Owner in the Subdivision.

**SECTION 6 - PAYMENT OF FEES; NOTICE AND OPPORTUNITY FOR HEARING BEFORE THE BOARD; FEES CHARGED TO MAINTENANCE ACCOUNT.**

**6.01 Payment of Fees**

All fees for violations of these Rules shall be due and payable within 30 days after the imposition of such fees.

**6.02 Notice and Opportunity for Hearing Before the Board**

Any Owner charged with a violation of these Rules shall have the right to appear before the Board in accordance with the requirements of Chapter 209 of the Texas Property Code in order to contest the imposition of the fee(s). Such right to be heard shall be conspicuously stated on the citation or other notice of the violation and personally delivered to the violator.

**6.03 Fees Charged to Maintenance Account**

With respect to violations by an Owner, his family members, guests, or renters, if the fee imposed for such violation is not paid within 30 days after the imposition of the fee, the fee will be charged against and added to the Owner's assessment account, or collected by any means allowed by law.

**SECTION 7 - ADOPTION BY THE BOARD AND BOARD SIGNATURES**

**7.01 Adoption by the Board**

These Rules are hereby adopted by the Community Improvement Association of Shadow Bay, Inc. Board of Directors on this 4 day of November, 2008.

**COMMUNITY IMPROVEMENT ASSOCIATION  
OF SHADOW BAY, INC.**

By: Marilyn Bauer  
Name: MARILYN BAUER  
Its: President

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.

DEC 10 2008



Mark Turnbull  
County Clerk  
Montgomery County, Texas

FILED FOR RECORD

2008 DEC 10 AM 11:05

T. J. ...  
COUNTY CLERK  
MONTGOMERY COUNTY TEXAS