

Adopted 09/05/1992; Revised 09/02/2023



10/02/2025

BY-LAWS OF
LAKE MEDINA SHORES OWNERS' ASSOCIATION

ARTICLE ONE
MEMBERSHIP

Section 1. Each owner of one or more lots and each purchaser under a contract to purchase one or more lots (with such contract then being in force) in Lake Medina Shores Subdivision (hereinafter called the "Subdivision") is eligible for membership provided, however, that commencing the third Saturday in May, 1990, Medina Development Company shall not be eligible for membership.

Section 2. Each member shall be entitled to one vote regardless of the number of lots owned, provided the members who are joint or common owners or purchasers of the same property shall collectively have only one vote.

All members of the Association regardless of whether their dues are current or not shall have the right to vote on all matters concerning LMSOA. Members' names must be included on the ballots. LMSOA must allow Proxy voting. However, if the matter being voted upon is modified in any way, the Proxy votes will become void and can not be counted.

Section 3. All paid-up members, their families and authorized guests shall have the right to use all of the Association's facilities, including its swimming pool, parks and recreational area, to the extent permitted by and in accordance with terms and conditions that may be set out in Association's rules which may from time to time be established by its Board of Directors. As to each membership that is held by other than a single individual, that is, a membership held by two or more persons, by a corporation, or by a firm partnership, the use of the Association's facilities shall be only by an individual person and the family of such individual person named by such member. In respect of any lot which is covered by a bona fide contract of sale, the purchaser(s) rather than the seller(s) of such lot shall be entitled to membership.

Section 4. Upon the termination of membership for any cause, whether by resignation, death, expulsion or otherwise, all the rights and interests of the member in the privileges, rights, properties, funds, assets of the Association shall cease, ipso facto.

Section 5. Membership shall be evidenced by such card, certificate or other writing, as the Board of Directors shall authorize.

Section 6. A member may be expelled for good cause only by a unanimous vote of all of the Board of Directors of the Association, which expulsion and determination of good cause shall be at the sole discretion of the Board of Directors. In no event shall expulsion operate to discard the expelled member's indebtedness to the Association.

LMSOA By-Laws adopted 09/05/1992; Semi-Annual Membership Meeting Amended 05/04/1996; General Membership Meeting Amended 11/13/1999. General Membership Meeting Amended 09/02/2023.

ARTICLE TWO

There shall be no initiation fees. Members shall be bound to pay assessments to the Association in accordance with the restrictions for the Subdivision now and hereafter recorded.

An owner of property in LMSOA, selling their property is required to obtain from LMSOA documents stating the By-Laws and deed restrictions and provide them to the buyer. The sale of property within LMSOA must be recorded in the real property records of the County of Bandera.

ARTICLE THREE BOARD OF DIRECTORS

Section 1. The affairs and management of the Association shall be conducted by a Board of Directors consisting of five (5) Directors, of which three (3) shall be full-time residents of the Subdivision. The Board shall have full power and authority to carry out the purposes of the Association and to do any and all lawful acts necessary or proper thereto.

Section 2. Except as otherwise provided in Section 3 of Article Three, the Directors shall be elected at the August quarterly meeting of the members and shall serve a term of three years and thereafter until their successors are elected and qualified. Any Director may succeed himself and serve as many consecutive terms to which he may be elected. Directors must be members of the Association.

Section 3. The initial Directors named in the Articles of Incorporation shall act as the first duly qualified Board of Administration and shall serve until the first annual meeting of the members and until their successors are elected and have qualified. Directors to fill vacancies caused by resignations, death or removal may be elected by majority vote at a meeting of a quorum of the remaining Directors; provided, however, that if there are fewer than three remaining Directors, such vacancies shall be filled by election at an annual or special meeting of the members. Directors to fill positions created by an increase in the number of Directors may be elected at an annual or special meeting of the members. In order to retain Directors with previous experience, as of September 5, 1992, there will be one Director elected for a term of three (3) years, two (2) Directors for two (2) years, and two (2) Directors for one (1) year. The Directors shall elect from among themselves the Chairman of the Board, a Vice-Chairman, a Secretary and Treasurer. The last two positions, however, may be held by one Director.

Section 4. Directors elected at an annual or special meeting of members shall be elected by a plurality of the vote cast in person or by proxy at such meeting. If directed by resolution adopted by the existing Board of Directors, any election of Directors may be held by ballots distributed by mail or similar methods rather than votes cast at a meeting. Before the expiration of the term of any Director, nominees for such position may be selected by a nominating committee of three members appointed by the Chairman or by such other method as is approved by or acceptable to the Board of Directors.

Section 5. A majority of the Directors shall constitute a quorum at any meeting, and a majority of those present shall be sufficient to determine any question, except in regard to expulsion of members as hereinbefore provided. Meetings of Board of Directors may be held at any place within the bounds of Lake Medina Shores Subdivision.

Section 6. Three or more Directors are permitted to attend purely social events so long as no LMSOA business is discussed.

LMSOA By-Laws adopted 09/05/1992; Semi-Annual Membership Meeting Amended 05/04/1996; General Membership Meeting Amended 11/13/1999; General Membership Meeting Amended 09/02/2023.

ARTICLE FOUR OFFICERS

Section 1. The Board of Directors may carefully select and hire a Project Manager, who is in charge of and oversees all paid employees. They should devise proper job descriptions for each one. They must work closely with the Treasurer in selecting those to be employed and the amount of their compensation, in view of living within the proposed budget. Only with the approval of the Board of Directors, can the Project Manager dismiss a paid employee, unless for theft.

In addition, an "officer", (approved by the Board), who serves on a voluntary basis (without pay), may be secured to assist the Project Manager in the area of enforcing architectural restrictions. Such an officer becomes a non-voting member of (mainly, and advisor to) the Board of Directors. If need be, other such officers may be appointed by the Board. If an officer resigns, or fails to carry out their duties, the Board of Directors may appoint his/her successor to fill out the term. All Board Members and officers shall be Association members.

Section 2. The Chairman of the Board of Directors shall be the chief executive officer of the Association and shall preside over the meetings of the Board of Directors and Membership Meetings.

Section 3. The Vice-Chairman shall exercise the functions of the Chairman in their absence and shall perform such other duties as the Board of Directors may prescribe.

Section 4. The Secretary shall keep, or cause to be kept, the minutes of all meetings and complete list of all members and their addresses, shall give notices required therein, and shall perform all duties of a Secretary.

Section 5. The Treasurer, working in close cooperation with the Project Manager shall be responsible for handling and dispersing of all money. If they seriously question that they are right in authorizing a payment, the Treasurer may appeal to one or more of the Directors for a ruling. He/she shall be responsible for the proper accounting of the Associations' financial matters and shall prepare such reports as may be specified by the Board of Directors. If required by the Board of Directors, the Treasurer will be bonded at the expense of the Association. In addition, two voting members of the Board shall be authorized to sign checks with the signature of one Board member required on all checks.

LMSOA By-Laws adopted 09/05/1992; Semi-Annual Membership Meeting Amended 05/04/1996; General Membership Meeting Amended 11/13/1999; General Membership Meeting Amended 09/02/2023.

ARTICLE FIVE COMMITTEES

Section 1. The Board of Directors or the Chairman may appoint such committees from time to time, and delegate to such committees, as it or they may deem proper.

Section 2. The appointments of the nominating committee shall be made by the Chairman as provided above.

ARTICLE SIX MEETINGS

Section 1. The quarterly meetings of the members of the Association shall be held at the pavilion in the Subdivision or at such other places as shall be determined by the Chairman of the Board of Directors. The date and time will be posted on the bulletin board in the recreation area and on the LMSOA website. Such meetings will be held on the second Saturday of February, second Saturday of May, second Saturday of August and the second Saturday of November. Meetings to be held at 10:00 A.M.

Special meetings may be called by the Chairman or by a majority of the Board of Directors.

Section 2. Except as otherwise provided in the By-laws, the vote of majority of the total votes cast by qualified voting members present shall decide any question brought before such meeting, the respective members to have such number of votes as hereinbefore provided in ARTICLE ONE.

Section 3. There will be a monthly meeting of the Board of Directors with one such meeting held on the same day and at the same place as the quarterly meeting. Other such meetings of the Directors should include Officers (also known as Supervisors). Their attendance is mandatory unless excused due to unavoidable circumstances. Special meetings of the Board of Directors shall be called at any time by the Chairman or by any three members of the Board of Directors.

Board of Directors attendance is mandatory at monthly and special called Board meetings unless excused due to unavoidable circumstances. Board members with three consecutive unexcused absences or a total of four unexcused absences during the calendar year from either a monthly or a special called board meeting may be removed from the board by a majority vote at a meeting of a quorum of the remaining Board of Directors. The Board may appoint a director to complete the balance of the removed Director's term in accordance with ARTICLE THREE, Section 3.

Section 4. No notice shall be required in respect to any quarterly meeting of members nor regular meeting of the Board of Directors.

Section 5. All meetings shall be conducted in accordance with Robert's Rules of Order.

LMSOA By-Laws adopted 09/05/1992; Semi-Annual Membership Meeting Amended 05/04/1996; General Membership Meeting Amended 11/13/1999; General Membership Meeting Amended 09/02/2023.

ARTICLE SEVEN MISCELLANEOUS

Section 1. Any notice required to be given shall be deemed to be personal notice, but may be orally given by the Chairman. The Chairman

may provide that the notice be posted upon any bulletin board at the recreational area in the Subdivision.

Section 2. All provisions contained in the Articles of Incorporation, in the restrictions for the Subdivision now or hereafter recorded and in all state and federal statutes shall have precedence and shall control over any conflicting provisions contained in these by-laws.

Section 3. After the General Membership Meeting of September 5, 1992, an amendment to these by-laws may be made only in the following manner: A) A proposed amendment must be in writing by the author proposing it, presented and read at a regular meeting, at which time it may be discussed and amended if desired. B) At the next regular meeting, it shall be considered and voted on without further amendment, and upon approval of two-thirds ($\frac{2}{3}$) majority of the votes cast by members present and voting, shall become part of these By-laws.

Section 4. The Association shall not enter into any contract to pay, and shall not pay, any salary or other remuneration to any officer, Director nor committee member of the Association for any services.

Amendment References:

1. May 4, 1996 - General Membership meeting - Page 3 - ARTICLE FOUR, Section 1, First Sentence "Shall" is amended to read "May".
2. November 13, 1999 - General Membership Meeting - Page 4-ARTICLE SIX, Section 2, "nor by proxy" deleted from third line of this section.
3. November 13, 1999 - General Membership Meeting - Page 4, ARTICLE SIX, Section 3, "quarterly" amended to read "monthly".
4. November 13, 1999 - General Membership Meeting - Page 4, ARTICLE SIX, Section 3, second paragraph added pertaining to Board Members meeting attendance and removal.
5. September 02, 2023 - General Membership Meeting - Page 5, ARTICLE SIX, Section 1, changed from "semi-annual" to "quarterly" Membership Meetings.

Adopted by the General Membership on 09/05/1992 and amended and ratified on 10/25/2023.

Lake Medina Shores Owners' Association, Inc. (LMSOA)
Texas Non-Profit Organization

Kenneth Hagen
Kenneth Hagen
Chairman, Board of Directors

Erin Massey
ERIN MASSEY, ACTING Secretary
Board of Directors

State of Texas §

County of Bandera §

Presented before me, Kenneth Hagen and

Erin Massey appeared in person on 7 day of

December, 2023.

Margaret Ann Schneider
Notary Public Signature



Margaret Ann Schneider
Notary Public Printed Name

Hand Delivered To:
Maggie@LMSOA

Filed for Record in:
Bandera County

On: Dec 07, 2023 at 12:24P

As a
Recording

Document Number: 00262006

Amount: 54.00

Receipt Number - 174070

By:
Elizabeth Horan

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

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 and page of the official records of Bandera County as stamped hereon by me.

Dec 07, 2023

Tandie Hunsfelder, County Clerk
Bandera County

stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iv) the exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the undersigned or the Architectural Control Committee. Culverts for driveways on lots shall be a minimum of twenty feet (20') in length, a minimum of twelve inches (12") in diameter and shall be made of galvanized, corrugated steel with an eighteen (18) gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot except as approved by the Architectural Control Committee.

5. Subject to and without impairment of the easements reserved or granted in these restrictions and all rights or easements held by the undersigned or others, fences shall be permitted to extend to the boundary lines of all lots and/or tracts hereunder, except fences shall not be permitted along or within ten (10) feet of any lot or tract boundary line adjoining a road or street right-of-way; provided, that the undersigned may in its sole discretion grant a variance on a case-by-case basis.

6. No building, mobile home or structure other than a fence shall be located or permitted to remain on or over any of the utility easement areas reserved or granted in these restrictions. In addition, no building, mobile home or structure other than a fence shall be located or permitted to remain within twenty (20) feet of any lot or tract boundary line adjoining a road or street right-of-way.

7. No animals or birds, other than household pets, shall be kept on any lot. Dogs shall be permitted only if continuously contained by leash or within a fenced area. The discharge of firearms on the lots hereunder is prohibited.

8. Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently. Camping shall be permitted on all lots hereunder but shall be limited to the use of pickup campers, cabover campers, camping trailers, van conversions, fifth-wheel trailers, motor homes, mini-motor homes, travel trailers, tents and other camping shelter, which shall be of good appearance and in good repair and subject to the approval of the Architectural Control Committee. Tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours. Pickup campers or cabover campers are prohibited on the lots hereunder unless affixed to the vehicle for which they are designed. Converted buses may not be placed and may not remain on any lot hereunder. Mobile homes may be placed and used on all lots hereunder only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee. The Architectural Control Committee requirements are: (a) that the mobile home be of late model; have a minimum floor area of 750 square feet; in good repair and of attractive design and appearance; underskirted with materials approved by the Architectural Control Committee; and securely anchored in accordance with the minimum requirements of the State of Texas; (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that such mobile home must be lawfully connected to sewage disposal facilities complying with all provisions, rules, regulations and requirements of all governmental bodies and agencies having jurisdiction prior to occupancy. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence or mobile home may be constructed and/or placed on any one lot.

9. Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, over, under and across all land (i) along and within ten (10) feet of all boundary lines of all lots and/or tracts hereunder and (ii) in the streets, alleys, boulevards, lanes and roads of the subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities. The easement rights herein reserved include the privilege of anchoring any support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. All such easements are reserved for the use and benefit of all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance

of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, television cables, road drains and other public and quasi-public utilities.

The undersigned and/or its designees may, on any lot and/or lots then owned by it, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings and other recreational and/or community facilities, campsites, camping pads, and restrooms, sales offices, water plants and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 11 and 12 hereof shall not apply thereto.

10. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into waste disposal facilities complying with all provisions, rules, regulations and requirements of all governmental bodies and agencies having jurisdiction. Not more than one dwelling may be served by a single water connection.

11. 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 items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans or buses. Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) \$5.00 per month with respect to the total of lots, the owner of which owns one or two lots in Lake Medina Shores Subdivision, (ii) \$6.00 per month with respect to the total of lots, the owner of which owns three lots in Lake Medina Shores Subdivision, and (iii) \$8.00 per month with respect to the total of lots, the owner of which owns four or more lots in Lake Medina Shores Subdivision; the word "owner", as used in this sentence, shall include also a purchaser of a lot in Lake Medina Shores Subdivision. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. The assessments described herein and similar assessments against lots or tracts in other areas of Lake Medina Shores Subdivision may be used for the construction, reconstruction, improvement and permanent maintenance of roads and streets, swimming pools, parks, boat ramps, piers, playgrounds, cabanas, community building bond coverage related to any such improvements, facilities, guards or personnel, and for any and all other uses and purposes which the Board of Directors of Lake Medina Shores Owners Association may approve as being for the general benefit of, or useful to, owners and purchasers of lots in Lake Medina Shores Subdivision, including, without being limited to, the repayment of any ad-

vances which may be made by the undersigned to cover the cost and expense of any of such purposes and uses. The use and benefit of the above described improvements and facilities shall be restricted to owners and purchasers of lots in Lake Medina Shores Subdivision, their families and authorized guests, except that said presently existing two-acre park, boat ramp and fishing pier may also be used by certain land purchasers to whom Great Southern Realty Co. has granted or may grant the right of use. Neither Lake Medina Shores Owners Association nor the officers, directors nor employees of said Association shall have any obligation, responsibility nor liability for the failure or inability to assess or collect any of such assessments. "Lake Medina Shores Subdivision", as such term is used herein, shall include the property covered by these restrictions, all other property in Bandera County, Texas, which may have heretofore or may hereafter be subdivided and platted by either Medina Development Company or the undersigned as a portion of Lake Medina Shores Subdivision, and all property in Lakeshore Subdivision No. 1 (as shown by plat recorded in Volume 1, Page 48, Plat Records, Bandera County, Texas) which may have been owned, or may hereafter be owned, and sold by either Medina Development Company or the undersigned.

The assessment described herein shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Lake Medina Shores Owners Association, the owner of said assessment funds, on January 1 of each year commencing in 1996, at which date in the year 1996 and in successive years said assessment lien shall conclusively be deemed to have attached. Such assessment shall be payable either in arrears or in advance, as determined from time to time by the Board of Directors of said Association, except that such assessment shall never be payable more than twelve (12) months in advance. In the event such assessment is made payable in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment is not paid in full by the thirtieth (30th) day following the due date thereof, the unpaid amount of such assessment shall bear interest from such thirtieth (30th) day at the rate of ten percent (10%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessments and any interest thereon plus any expenses incurred in attempting to collect same, including, without being limited to, reasonable attorneys' fees. Said assessment lien shall be junior and subordinate to any lien which may be placed on an lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed and/or any lien held by the undersigned. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled.

13. No lot which is under a contract of sale then in force, with the undersigned being the seller thereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned.

14. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated in writing by the undersigned and/or by any other party authorized by the undersigned to so designate such excepted lots.

15. 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 (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Lake Medina Shores Owners Association and/or any person or 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 person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity," as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, 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 other provisions hereof, the undersigned shall neither be liable nor be subject to 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.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of Lake Medina Shores Owners Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions.

16. At any time after December 31, 2001, any provisions contained in these Subdivision Restrictions (except as hereinafter provided) may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of the members of Lake Medina Shores Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Owners Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the Office of the County Clerk, Bandera County, Texas, and shall be effective upon the date of such recordation.

17. There is reserved to the undersigned, to Great Southern Realty Co., to the owners and purchasers of the lots hereinafter listed, and their respective successors, heirs and assigns, a perpetual private right-of-way easement for the purpose of ingress and egress from, over, upon and across said lots exclusively for themselves, their guests and invitees, over and across the following described land (and certain other land) out of Lots 149 through 158, Block 1, Section K, Lake Medina Shores Subdivision and Lot 148, Block 1, Lost Valley Shores Section V:

BEGINNING at a point in the easterly right-of-way of Lake Shore Park Drive, said point being the point of intersection of the south line of said Lot 158 with the easterly line of said Lake Shore Park Drive;

THENCE with the easterly right-of-way of said Lake Shore Park Drive North $1^{\circ} 18' 07''$ West, a distance of 44.98 feet to the point of intersection of a curve to the northeast;

THENCE with said curve to the northeast having a radius of 50.0 feet, an interior angle of $20^{\circ} 52' 55''$ with a tangent bearing of North $58^{\circ} 41' 53''$ East, an arc distance of 18.22 feet;

THENCE North $71^{\circ} 16' 12''$ East, a distance of 204.89 feet to a point on or near the edge of water of Medina Lake;

THENCE approximately with the edge of water of Medina Lake as follows: South $0^{\circ} 56' 02''$ East, a distance of 214.13 feet; South $10^{\circ} 14' 53''$ East, a distance of 210.31 feet; and South $25^{\circ} 16' 16''$ East, a distance of 60.81 feet to a point in the southerly line of a drainage right-of-way;

THENCE with the southerly line of said drainage right-of-way South $46^{\circ} 49' 17''$ West, a distance of 52.55 feet;

THENCE parallel to and 50 feet west of the approximate edge of water of Medina Lake as follows: North $25^{\circ} 16' 16''$ West, a distance of 83.56 feet; North $0^{\circ} 14' 53''$ West, a distance of 220.97 feet; and North $0^{\circ} 56' 02''$ West, a distance of 149.64 feet to a point in the northerly line of said Lot 157, Block 1, for an interior corner of this easement;

THENCE South $71^{\circ} 16' 12''$ West, a distance of 166.48 feet to the PLACE OF BEGINNING.

18. It is acknowledged that the lots covered by these Subdivision Restrictions have been subject to those certain Deed Restrictions (the "Prior Restrictions") for Lost Valley Shores, Section V, recorded in Volume 152, Page 758, Deed Records, Bandera County, Texas. Pursuant to the authority described

in Paragraph 16 of the Prior Restrictions, the undersigned, being the owner of the legal title to at least fifty-one percent (51%) of the lots covered by the Prior Restrictions, hereby amend the Prior Restrictions in their entirety insofar as same affect the lots covered by these Subdivision Restrictions, and in respect to the lots covered by these Subdivision Restrictions, the restrictions, covenants and provisions herein shall supersede and replace all provisions of the Prior Restrictions and all other restrictions heretofore placed or impressed on the lots covered hereby.

19. It is acknowledged that a portion of Lot 12, Block 1, Section K is subject to a perpetual private right-of-way as reserved and set forth in the Prior Restrictions, and such right-of-way is hereby confirmed and reserved notwithstanding the above described amendment of the Prior Restrictions.

20. Invalidatation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

EXECUTED THIS the 31st day of October, 1995.

MEDINA LAND COMPANY

By: Jack T. Roe, Vice President

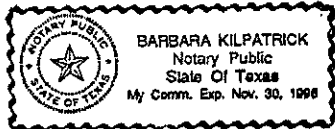


Robert V. Hardwick
Robert V. Hardwick, Secretary

THE STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on this the 31st day of October, 1995, by Jack T. Roe, Vice President of MEDINA LAND COMPANY, a Texas corporation, on behalf of said corporation.



Barbara Kilpatrick

96114

Filed for Record
at 10:58 o'clock A M

NOV 13, 1995

Bernice Bates
County Clerk, Bandera County, Texas
Sharon Schubert Deputy

Return to: Robert V. Hardwick
1300 Expressway Tower
6116 N. Central Expressway
Dallas TX 75206

any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law
STATE OF TEXAS
COUNTY OF BANDERA
I hereby certify that this instrument was FILED in FILE Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the OFFICIAL PUBLIC Records of Bandera County, Texas on

NOV 13 1995



Bernice Bates
County Clerk, Bandera County, Texas

on Texas State Plane Coordinate System, South Central Zone, NAD 83.

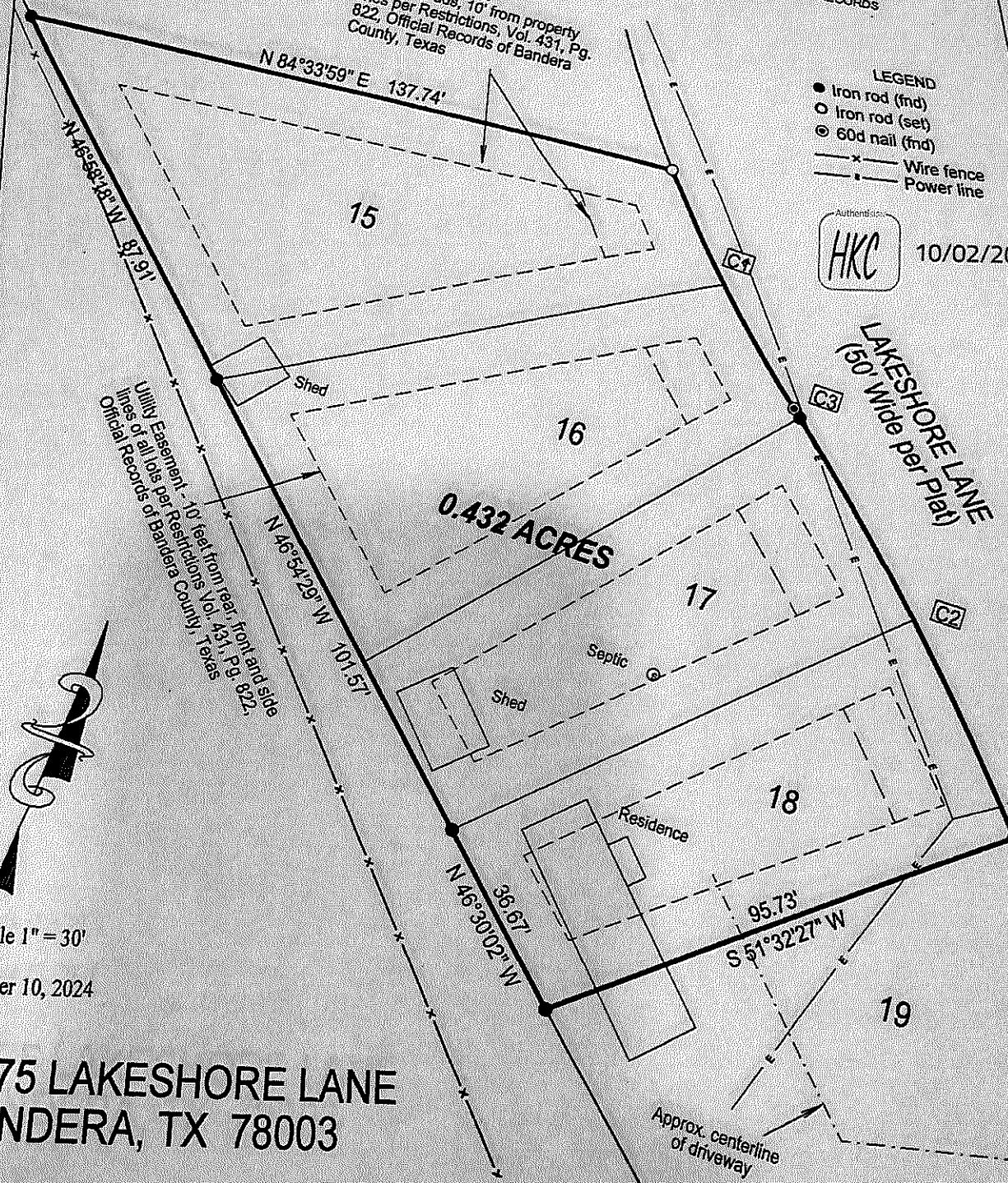
**BLOCK 3, SECTION K
LAKE MEDINA SHORES
BANDERA COUNTY, TEXAS**
VOLUME 6, PAGES 241-244, PLAT RECORDS

DRAINAGE ROW

Building Set-Backs
20' from roads, 10' from property
lines per Restrictions, Vol. 431, Pg.
822, Official Records of Bandera
County, Texas

- LEGEND**
- Iron rod (fnd)
 - Iron rod (set)
 - ⊙ 60d nail (fnd)
 - x— Wire fence
 - +— Power line

Authentic
HKC 10/02/2025



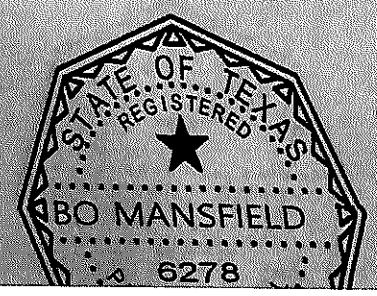
Scale 1" = 30'

October 10, 2024

**1075 LAKESHORE LANE
BANDERA, TX 78003**

Curve Table					
Id	Delta	Radius	Arc Length	Chord	Ch Bear
C1	12°19'49"	261.15'	56.20'	56.09'	S 43°19'08" E
C2	10°13'59"	509.96'	91.08'	90.96'	S 43°37'40" E
C3	00°14'46"	509.96'	2.19'	2.19'	S 47°54'21" E

I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of the survey, and that to the best of my knowledge there are no visible overlapping of improvements, visible easements of rights of way, boundary line conflicts.



T-47.1 RESIDENTIAL REAL PROPERTY DECLARATION IN LIEU OF AFFIDAVIT
 (Provided in accordance with Texas Civil Practice and Remedies Code Section 132.001)

Date: September 29, 2025 GF No. _____
 Declarant: Herman Kyle Couch
 Description of Property: 1075 Lakeshore Lane, Bandera, TX 78003
 County Bandera, Texas
 Date of Survey: October 10, 2024

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

The undersigned declares as follows:

1. I am an owner of the Property. (Or state other basis for knowledge of the Property, such as lease, management, neighbor, etc. For example, "Declarant is the manager of the Property for the record title owners.")
2. I am familiar with the property and the improvements located on the Property.
3. I am closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of my actual knowledge and belief, since the Date of the Survey, there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which construction occurred on or near the boundary of the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below):

Residence has been moved withing boundary lines of property and driveway added.

5. I understand that Title Company is relying on the truthfulness of the statements made in this Declaration to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Declaration is not made for the benefit of any other parties and does not constitute a warranty or guarantee of the location of improvements.

- 6. I understand that I have no liability to Title Company should the information in this Declaration be incorrect other than information that I personally know to be incorrect and which I do not disclose to the Title Company.
- 7. ALL STATEMENTS IN THIS DECLARATION ARE TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY PERSON INTENTIONALLY MAKING A FALSE STATEMENT MAY BE LIABLE FOR ACTUAL AND/OR PUNITIVE DAMAGES.

<p>My name is <u>Herman Kyle Couch</u>.</p> <p>My date of birth is _____.</p> <p>and my address is <u>P.O. Box 1894, Bandera, TX 78003</u>.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in <u>Bandera</u> County, State of <u>Texas</u>, on the ____ day of <u>10/02/2025</u>.</p> <p>Signed: <u>Herman Kyle Couch</u></p> <p>Declarant</p>	<p>My name is _____.</p> <p>My date of birth is _____.</p> <p>and my address is _____.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the ____ day of _____.</p> <p>Signed: _____</p> <p>Declarant</p>
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