

**AMENDED RESTRICTIONS ON SHELL BEACH SUBDIVISION  
ON LAKE LEWISVILLE IN  
DENTON COUNTY, TEXAS  
AS OF DECEMBER 1, 2004**

**STATE OF TEXAS  
COUNTY OF DENTON**

That, Myron Corporation, being the owner of Shell Beach, an addition to the County of Denton, Texas, according to the plat filed of record in said County, do hereby file these restrictive covenants, restricting said properties as hereinafter set out, which should be binding to owners of said properties, their heirs, executors, or assigns, as follows, to wit:

**(1) TERM** – These covenants are to run with the land and shall be binding on all persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of five years, unless an instrument signed by 51% of the Homeowner's Association agrees to amend or abolish said covenants in whole or in part.

**(2) VIOLATIONS** – If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of the real property in said Additions may enforce these restrictive covenants by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant to restrain violation or to recover damages for such violation.

**(3) DEBTS** – Violation or failure to comply with any of these restrictions, covenants, and conditions shall in no way affect the validity of any lien securing the payment of a bona fide debt existing at the time of such violation or subsequent thereto.

**(4) INVALIDATION** – Invalidation of any one of these covenants by judgment or court order or the failure to enforce any of said restrictions at the time of its violation shall in no event affect any of the other restrictions which shall remain in full force and effect.

**(5) SIZE AND MATERIALS** – All land in said addition shall be used for residential purposes only and only one single family structure shall be erected on each lot and built of new materials. All plans for residential structures as well as any outbuildings must be approved by the Architectural Control Committee. (See Paragraph 14) The floor area of the main dwelling, excluding porches, garages or outbuildings, shall consist of a minimum of 1,800 square feet for single story (HVAC) on Lots 1-43, and 2,000 square feet for single story (HVAC) on Lots 44-88.

Minimum requirements are 2,600 square feet for two-story homes (HVAC). The exterior walls shall be at least 75% brick or masonry.

**(6) NUISANCES** – No used building, structure, trailer, bus, tent, sired, abandoned or unregistered vehicles, or anything else that constitutes a nuisance shall be placed or built in SHELL BEACH Subdivision, except portable temporary field offices. Only new residential houses may be built and all such houses must be completed within 180 days from beginning of construction. No building, including garages, shall be erected, placed or altered on any building site until the complete construction plans and specifications and a plan showing the location of the structure have been given to and approved in writing by the Architectural Control Committee (see Paragraph 14).

**(7) GARAGES** – All primary garages must be not less than two-car size and must be attached to the main house. Garage doors will not face the street, except on approved corner lots. Driveways must make an angle turn into the garage so that garage doors or entry should be at least a 45-degree angle from the street. Exception if the garage entry is at least 40 feet behind the front of the building or at least 75 feet from the front property line. Street front of the garage must be closed with a wall of the same materials as the main dwelling. Boats and motor homes must be stored behind the building line in a screened fenced area, or inside a garage or building. All motor vehicles kept outside must have current registration.

No carports, or like structures, either attached or detached from the primary dwelling, shall be allowed in the Shell Beach Subdivision. Those already in existence – as approved by Myran Corporation – specifically, the aluminum carport attached to the dwelling on Lot 19 and the detached aluminum structures on Lot 17 and Lot 40, at time of approval of this amendment shall be allowed to remain.<sup>1</sup>

#### **(8) HEIGHT & SETBACKS**

a) Height Buildings or structures shall not exceed two and one-half (2-1/2) stories in height. Half-story is defined as a floor above roof eave line.

b) Setbacks Building line for Lots 22-88 is 35 feet back of the property line (in general, approximately 47 feet back of the curb on street and approximately 50 feet from cul de sac curbs). Setback building line for Lots 1-21 is 40 feet back of property line, or approximately 52 feet back of street curb.

**(9) FENCES** – Before erection, all fences must be approved by Architectural Control Committee. Fences should be built three inches (3”) inside property lines unless they are constructed jointly with neighbor on the line. Fences in front of building line (35’ or 40’ back of front property line) must be open (non-screening).

**(10) DRAINAGE UTILITIES & ACCESS** – When possible public utility lines shall be located on public roads or easements as provided on field plats. Certain drain and lake access easements are shown on the plat. These easements provide storm water drainage from the streets to the lake. They also provide walking access to the Corps of Engineers land and the lake from the street. They are to be maintained by the property owners and fences are not to be placed in a location to block the easement area.

**(11) OFFENSIVE BUSINESS** – No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become a continuous annoyance or nuisance to the neighborhood.

**(12) TRASH AND GARBAGE COLLECTION** – No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary container. Garbage cans shall be kept covered and other equipment for the storage and disposal for such materials shall be kept in a clean and sanitary condition. If garbage collection at the street is provided, garbage cans or bags approved by the Architectural Control Committee shall be placed at the designated pickup points only on the scheduled pickup days, and shall be removed and hidden from public view at all other times.

**(13) MAIL SERVICE AND BOXES** – There shall be established curbside mail delivery. Mailbox structures shall be masonry to appropriately match the home. The mail boxes shall be a minimum of 18 inches wide, 24 inches deep and shall be located at least 8" back from the curb. The box itself should be located in the area between 38 and 46 inches above curb elevation. Postal Bulletin 21944 (4/29/97) provides additional guidelines for box installation.

**(14) ARCHITECTURAL CONTROL** – All architectural plans for construction along with a plat plan must be submitted to the Architectural Control Committee, and written approval must be granted before construction may begin on any lot in SHELL BEACH Subdivision. The initial Architectural Control Committee is composed of a committee of three – two appointed by the Developer of SHELL BEACH Subdivision, and one appointed by two-thirds (2/3) of the members of the Homeowner's Association. The Committee may designate a single representative to act for it. At any time as development and sale of lots in SHELL BEACH Subdivision proceed, the then record owners (each having one vote for each lot owned) of 66 2/3 of the lots within said Addition shall have then power, through a duly recorded written instrument, to change the membership of the Committee, or to withdraw from, or to restore to the Committee any of its powers and duties. Two sets of plans shall be submitted to the Architectural Control Committee along with a fee of \$90.00 and the Committee's approval or disapproval as required by these covenants shall be reviewed and approved in writing. If approved, a stamped, acceptable plan will be returned to the owner for submission to the City for a building permit. The developer makes no warranties or approvals for the City of Little Elm. All owners will have

to review build codes for the City of Little Elm as an independent requirement from the Shell Beach Deed Restrictions.

**(15) ANIMALS** – Two horses are allowed on lots  $\frac{3}{4}$  acre or larger. Livestock, swine and poultry shall not be raised or bred in SHELL BEACH Subdivision. Dogs, cats or other household pets are acceptable, provided they are not kept or bred for commercial purposes.

**(16) SIGNS** – No permanent signs of any kind shall be displayed to public view from said lots or tracts, except one sign on lot not to exceed six (6) square feet, advertising the property for sale or rent. Subdivision and builder signs may be larger than six square feet, and are permitted during construction and development.

**(17) OWNERS ORGANIZATION** – The owners of building sites in these Additions shall be organized into an association for the purpose of providing care and maintenance of the public areas in Shell Beach Addition. The owner of each building lot shall be given one vote in any election involving the affairs of the association. The association shall elect three persons as trustees to serve without compensation. The trustees shall serve for a three-year staggered term, or until their successors are elected. In the event of the death, incapacity, or resignation of any trustee, a successor shall be chosen by the remaining trustees to serve the balance of the terms. The trustee shall have the authority to administer and supervise the maintenance and general upkeep of the entrance structure and walls, street lights, signs, hedges, waterways, and lake access easements, as well as the lake front easement property. They shall have the authority to assess and collect an annual fee on the owners of lots within the addition of \$125.00 per year for each lot payable on January 31<sup>st</sup> of current year.<sup>2</sup> Said fee can be changed by vote in writing of 2/3 of the lot owners in said additions. Such fee thus assessed shall be secured by a lien against the lots, which lien shall be subordinate and inferior to any and all liens hereinafter created securing the payment of a bona fide debt. The trustees are authorized to file a lien of record if any assessment becomes 120 days past due. And accounting for collections and expenditures of such fees will be reported by the trustees to the record owners at least annually. The trustees are authorized to hire a bookkeeper or manager to administer the affairs of the Shell Beach Association.

Also the trustees may cause to be cleaned, mowed, raked, or harrowed any vacant lot or piece of property unattended within SHELL BEACH Subdivision to correct an unsightly condition or fire hazard and may assess the owner of such property for the additional mowing, clearing or other services provided. The assessment must be made, levied, filed and collected if necessary in the same manner as the annual fee described above.

**(18) BINDING** – Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of (and are binding upon) each and every person

acquiring any part of SHELL BEACH Subdivision since it is intended that the entire tract known as SHELL BEACH Subdivision shall be developed for residential purposes only, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in SHELL BEACH Subdivision. This instrument, when executed, shall be filed of record in the Deed Records of Denton County, Texas, so that each and every owner or purchaser of any portion of SHELL BEACH Subdivision is on notice of the conditions, covenants, restrictions and agreements herein contained.

**(19) AMENDMENTS** – Myran Corporation reserves the right, so long as it is the owner of 20% of said lots in said additions, to amend, revise, and re-file the plats of such additions by instrument duly recorded and filed in Denton County, Texas.

<sup>1</sup>This amendment was added on 12/01/04 by a majority vote.

<sup>2</sup>The amount per year was amended on 12/01/04 to \$125 (previously \$50) by a 2/3 lot owners approval. Due date of January 31<sup>st</sup> of current year was also added.

EXECUTED AS OF December 1, 2004

By: Cindy Genuise, Shell Beach HOA President

STATE OF TEXAS  
COUNTY OF DENTON

This instrument was acknowledged before me on this day of December 23, 2004 by Cindy Genuise, Shell Beach HOA President on behalf of SHELL BEACH Homeowners Association.

**DECLARATION OF SUPPLEMENTAL COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE LOTS IN SHELL BEACH**

**STATE OF TEXAS  
COUNTY OF DENTON**

That Myran Corporation, a Texas corporation (the "*Declarant*"), pursuant to the rights as Declarant in the prior declarations hereinafter described, does impose certain supplemental restrictions and covenants upon all of the Lots shown on the plat of SHELL BEACH, (the "*Property*") an Addition to the Town of Little Elm (the "*City*"), Texas. According to the original plat thereof (the "*Plat*") recorded in Cabinet O, Slide 234, together with the Certificates of Correction to the plat recorded under Instrument File Number 98-R0022822 and Instrument File Number 98-R0067600, of the Map Records of Denton County, Texas.

The following declarations are to supplement those prior declaration of covenants and restrictions appearing of record in Volume 4045, Page 20458, of the deed records of Denton County, Texas. Except as hereinafter modified, such prior restrictions shall remain in full force and effect.

Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the continuing purpose of establishing a general scheme for the development of all of the lots in the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property of any part thereof, and which shall inure to the benefit of each owner thereof.

**SUPPLEMENTAL DECLARATIONS RELATING TO  
CONSTRUCTION OF FENCES WITHIN EASEMENTS**

A. No fence or other improvement shall be constructed within the ten foot drainage or access easement, as shown on the Plat, which run along the rear portions of Lots 53, 54, 57, 58, 61, 62 and the southeast corner of lot 52.

B. No fence or other improvement shall be constructed within the ten foot drainage or access easement as shown on the Plat, which run along the side yard of Lots 53, 54, 58, 59, 63, 65, 66, 72, 73, 81, and 82.

C. No fence or other improvement shall be constructed within the twenty foot drainage or access easement, as shown on the Plat, which runs along the south side of Lot 88 and the east side of Lots 73, 74, 81, and 82.