

130607

SUBDIVISION RESTRICTIONS  
OF TANGLEWOOD SHORES SUBDIVISION

THE STATE OF TEXAS  
COUNTY OF COMAL }

KNOW ALL MEN BY THESE PRESENTS

That AMERICAN LAND DEVELOPMENT CORPORATION, a Texas Corporation, the owner of Tanglewood Shores Subdivision as shown by the plat thereof duly recorded in the Plat Records of Comal 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:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this subdivision against such improper use of lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to regulate and/or participate in regulation of use of lake areas; 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.

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce minimum standards for, any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. Subject to the provisions of numbered paragraph 10 hereof, and except on those lots designated as commercial lots, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private boathouse, a private storage building and a private garage for the sole use of the owner or occupant. Lots 1 through 18, inclusive, are designated as commercial lots and shall be used only for residential purposes as set forth above and/or retail sales establishments, so conducted that they do not unduly conflict with the residential character of the subdivision, and all provisions of these restrictions apply to lots designated as commercial lots unless commercial lots are specifically excluded from such provisions.

No septic tank or lateral lines are permitted on lots 4, and 5.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, and to the last sentence of this paragraph 3, no existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction must be of new material except 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. All building other than boathouses or residence erected on piers elevating the building at least 5 feet above ground level shall be completely underpinned, with no piers or pilings exposed to view. Without prior written consent of the Architectural Control Committee, no natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered. An existing building may be placed on a lot only if it and its plans have been approved by the Architectural Control Committee, and it has been recently constructed of new materials and has never been placed in use, and it if it otherwise meets all of the requirements of these restrictions.

4. No building exceeding two stories in height shall be erected on any lot. Each residential building, subject to paragraph 9 and 10 hereof, shall have a minimum floor area of 720 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.
5. No building, fence, or other structure or improvements shall be erected, placed or altered, on any lot until two (2) copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.
6. Fences shall be permitted to extend to the rear and front lines and to the side lot lines, but without impairment of the easements reserved and granted in these restrictions. 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.
7. No building or mobile home shall be located nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than ten (10) feet, or nearer to the front lot line than twenty-five feet; provided, however, that the Architectural Control Committee may allow lesser set-backs when unusual topography or design warrant it.  
 "Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements.
8. No animals or birds, other than household pets, shall be kept on any lot.
9. Except as provided below in regard to camping, no outbuilding, boathouse, toolhouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Mobile homes (including travel type trailers used as mobile homes) may be placed and used upon any lot only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements:
  - a.) that the mobile home be no more than 5 years old at date of application, be in good repair

and of attractive design and appearance, and underpinned within sixty days with material approved by the Architectural Control Committee.

b.) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers; otherwise no mobile home shall be placed on any lot, and

c.) water service must be connected and an approved septic tank must be installed for each mobile home, each residence of any kind and each travel trailer and all sanitary plumbing and facilities must conform to the requirements of the health department of the County, the State of Texas of the Texas Water Quality Board, prior to occupancy.

Camping on lots shall be limited to:

(1) use of campers, camping trailers, tents or other camping shelters which shall be of good appearance and in good repair; no such camping shelter shall be placed on any lot for more than 14 days of any 30 day period and all campers, including tents, if they are to be left unattended on any lot for more than 48 hours must be collapsed to their road travel positions, or

(2) use of mobile homes meeting the requirements (other than underpinning and connection to water lines and septic tanks) for mobile homes to be placed on lots, and such travel trailers or other mobile home shall remain on lots only so long as camping use or occupancy does not occur in more than 14 days in any 30 day period. Lots shall be kept free of litter, rubbish, trash or other debris, and no unsanitary condition shall be allowed to exist on any lot.

10. Easements are reserved along and within ten (10) feet of the rear lines, front lines, and side lines of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; 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 portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, mobile home demonstration and sales lots, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 7, and 9 hereof shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained in the Subdivision. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the County and the State of Texas. No septic tank or lateral line will be placed within ten (10) feet of any water line installed in any utility easement.

12. Subject to the provisions of the last two sentences of this paragraph, as to each lot in this Subdivision, an assessment is hereby made of (i) \$2.00 per month per lot the owner of which owns only one lot in said Subdivision, and (ii) a pro-rata amount per month per lot in said Subdivision in respect to lots of which two or more are owned by the same person but not to

exceed \$2.00 per month as to the total of all lots owned by one owner in said Subdivision, for the maintenance and construction of playgrounds, parks, and other improvements in Tanglewood Shores Subdivision. "Owner" as used in this sentence shall include also a purchaser from the undersigned of a lot. The assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as sellers to a purchaser or the conveyance by the undersigned as grantors. Such assessment shall be and is hereby secured by a lien on each lot in this Subdivision, respectively, and shall be payable to Tanglewood Shores Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30th of each year commencing in 1974, at which date in the year 1974 and in successive years said assessment lien shall conclusively be deemed to have attached and there shall be no lien securing said assessment until June 30th of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any 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. Said assessment shall not accrue in respect to any lot during such time as the owner (or any person as purchaser from the undersigned under a contract to purchase then in force) of such lot, after having made written application for membership in Tanglewood Shores Owners Association, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, it being understood that said playground, parks and recreational areas are for the sole use and benefit of the members of said Association and their families. No assessment shall be made against the undersigned at any time; assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such time as a contract to purchase said lots from the undersigned is then in force.

13. 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 or in approved storage buildings), and all lots shall be kept clean and free of any boxes, rubbish, trash, or other debris. 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.

14. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. 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, their successors and assigns.

15. If the owner of any lot in said Subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for the above described Tanglewood Shores Owners Association or any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or recover damages or other dues for such violation, or both.

16. Invalidation of any one (1) or more of these 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 4th day of February, 1974.



AMERICAN LAND DEVELOPMENT CORPORATION

By: [Signature]  
President

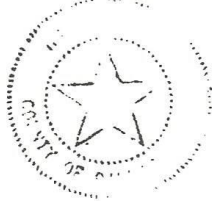
ATTEST:

[Signature]  
Assistant Secretary

STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned, Notary Public in and for the County and State aforesaid, on this day personally appeared Charles E. Schram, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of AMERICAN LAND DEVELOPMENT CORPORATION, who acknowledged to me that he executed the said instrument for the purpose and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed respectively of AMERICAN LAND DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Texas.

Given under my hand and seal of office this 4th day of February, 1974.



[Signature]  
Notary Public in and for  
Dallas County, Texas

Filed for Record March 8, A.D. 1974, at 4:09 o'clock P M.  
[Signature], IRENE S. NUHN  
Deputy. County Clerk, Comal County, Texas.

BY-LAWS OF  
TANGLEWOOD SHORES OWNERS ASSOCIATION

## ARTICLE ONE

Section 1. These By-Laws are provided to be in conjunction with the Subdivision Restrictions of Tanglewood Shores Subdivision as recorded in Vol. 214, page 867, 868, 869, 870, & 871, County of Comal, for the orderly administration of Tanglewood Shores Owners Association (hereinafter called Association), as it relates to Membership, Board of Directors, Officers, Committees, Meetings, Assessments of Members, and the administration of the Association's pool, parks and recreational areas.

## ARTICLE TWO

Section 1. Each owner of one or more lots in Tanglewood Shores Subdivision (hereinafter "Tanglewood Shores" subdivision) and each purchaser under a contract to purchase from American Land Development Corporation, one or more lots (with such contract then being in force), and who is approved for membership of Tanglewood Shores Owners Association is eligible for membership; provided, however, that commencing the third Tuesday of July, 1979, American Land Development Corporation shall not be eligible for membership.

Each applicant for membership shall present to the Association all assessments and fees. After the monies are received, the applicant shall be entitled to full membership in the Association (unless thereafter expelled).

Section 2. All members and their families shall have the right to use all of the Association's facilities, including its swimming pool, parks and recreational areas, to the extent permitted by and in accordance with terms and conditions that may be set out in the Association's rules which may from time to time be established by its Board of Directors. As to each membership which 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 or

partnership, the use of the Association's facilities shall be only by the individual person and the family of such individual person named by such member. No member who is in arrears for more than 30 days in respect to the lot assessments set forth in the restrictions of record in respect to Tanglewood Shores Subdivision, or in any other dues and/or accounts of the Association, shall be eligible to vote at any meeting of the members.

Section 3. Upon the termination of membership for any cause, whether by resignation, death, expulsion or otherwise, all the rights and interest of the member in the privileges, rights, properties, funds or assets of the Association shall cease, ipso facto.

Section 4. Membership shall be evidenced by such card, certificate or other writing as the Board of Directors shall authorize.

Section 5. A member may be expelled only by a majority vote of all of the Board of Directors, of the Association, but subject only to this limitation such expulsion shall be in the sole discretion of the Board of Directors. In no event shall expulsion operate to discharge the expelled member's indebtedness to the Association.

#### ARTICLE THREE

There shall be no initiation fees. The Board of Directors, by unanimous vote of the entire Board plus the approval of at least two-thirds of the total members present at the annual or any called meeting, may from time to time assess additional dues.

#### ARTICLE FOUR

Section 1. The affairs and management of the Association shall be conducted by a Board of Directors consisting of the number of Directors as provided in Section 3 of this Article Four, which 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.

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Section 2. Except as otherwise provided in Section 3 of this Article Four, Directors shall serve a term of three years and thereafter until their successors are elected and have qualified. Any Director may succeed himself and serve as many consecutive terms or non-consecutive terms as he may be elected. Directors must be members of the Association.

Section 3. The initial three Directors named in the Articles of Incorporation shall act as the first duly qualified Board of the Association. The terms of the Board of Directors shall be staggered and, to this end, the initial Director first named in the Articles of Incorporation shall serve for a term of three years, the next initial Director name in said Articles of Incorporation shall serve for a term of two years. Likewise, hereafter, the terms of Board of Directors shall be so staggered that no more than two Directors shall be elected yearly. (In addition to Directors elected due to resignation, death or removal, and the Directors to fill vacancies thus caused may be elected by a majority of the remaining Directors constituting a quorum). The aforesaid initial three Directors shall elect two additional Directors at a meeting on the third Tuesday of July 1976, (one of which shall be elected to serve for one year and the other elected to serve for two years) to increase the Board of Directors from three members to five members, and the Board of Directors after such election shall consist of five Directors.

Section 4. Beginning in July of 1977, Directors shall be elected at the annual meeting of members by a majority of the vote cast in person or by written proxy at such meeting. Before the expiration of the term of any Director, the President shall appoint a nominating committee of three members, which committee shall nominate one nominee for each Directorship to be filled.

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 the Board of Directors may be held at any place within the State of Texas.

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ARTICLE FIVE

Section 1. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, elected by the Board of Directors. More than one office may be held by the same person. All officers shall be elected annually by the Board of Directors within a reasonable time after the annual meeting of the membership of this Association. All officers shall hold office for a period of one year, or until his successor is duly elected and qualified. Officers and Board Members shall be required to be a member of the Association.

Section 2. The President shall be the chief executive officer of the Association and shall preside over meetings of the Board of Directors and meetings of the membership.

Section 3. Any Vice President shall exercise the functions of the President in his/her 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 a complete list of all members and their address, shall give the notices required therein, and shall perform all duties required of a Secretary.

Section 5. The treasurer shall work closely with the Association manager in the collection of all fees, dues and charges and the handling and disbursing of all money. He/She shall be responsible for the property accounting of the Association's financial affairs and such other reports as may be specified by the Board of Directors.

ARTICLE SIX

Section 1. The Board of Directors or the President may appoint committees from time to time, and delegate to such committees such duties, as may be deemed necessary.

ARTICLE SEVEN

Section 1. The annual meeting of the members of the Association shall be held at

the park area in Tanglewood Shores Subdivision on the third Saturday in July of each year, commencing at 7:00 P.M. Special meetings may be called by the President or by a majority of the Board of Directors.

Section 2. The vote of a majority of the total votes cast by qualified voting members present in person or by written proxy, shall decide any question brought before such meeting, the respective members to have such number of votes as hereinbefore provided in Article Two. Only one vote shall be allowed per lot owner. In the event of joint ownership (i.e. Partnership, two individuals or a Corporation) only one vote shall be permitted.

Section 3. The annual meeting of the Board of Directors shall be held on the same day as the annual meeting. Special meetings of the Board of Directors shall be called at any time by the President or by any three members of the Board of Directors. Ten days written notice shall be required for special meetings unless notice is waived in writing.

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

#### ARTICLE EIGHT

Section 1. These By-Laws or any part thereof may be amended, modified or repealed only by the unanimous vote and approval of all the Directors of the Association.

Section 2. Unless otherwise required by statute, by the Articles of Incorporation or by these By-Laws, any notice required to be given shall not be deemed to be personal notice, but may be orally given by the President or may be given by the President causing to be posted such notice upon any bulletin board at the park area in Tanglewood Shores Subdivision.

Section 3. 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 their services as such nor in any other capacity regardless of the capacity in which they may act.

Section 4. An application to make improvements must be submitted and approved by the Tanglewood Shores Owners Association Architectural Control Committee prior to the start of any improvements effective on or after October 1, 1982.

Section 5. Appropriately color coded swim tags issued by the Association, must be worn in the pool area.



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TANGLEWOOD SHORES OWNERS ASSOCIATION

BY-LAWS (247706)

Vol.403 Pages 150-155

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Are amended in the following manner:

ARTICLE EIGHT

Section 5. "Appropriately color coded swim tags issued by the Association, must be worn in the pool area." is to be replaced with "A Pool Pass for the designated year and a key to the gate lock issued by the Association for the designated year are to be with any user of the pool to indicate pool use privileges"

This amendment to the Tanglewood Shores Owners Association BY-LAWS approved this 3<sup>rd</sup> day of March 2010 A.D. 2011

Ricardo Herrera

Ricardo Herrera  
President

Annette L. Craft

Annette L. Craft  
Secretary

State of Texas

County of Comal

This instrument was acknowledged before me on 7<sup>th</sup> March 2011 by Ricardo Herrera and Annette L. Craft

Cindy Paty  
CSR

Title



My commission expires May 14, 2011

Filed and Recorded  
Official Public Records  
Joy Streater, County Clerk  
Comal County, Texas  
04/06/2011 01:31:40 PM  
KATHY  
201106011980

Joy Streater