

END

## **Amended and Restated Declaration of Covenants, Conditions & Restrictions for Lakeside Estates and Lakeside Forest**

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This document affects the following real property in Harris County, Texas, and the improvements thereon, which collectively shall be referred to herein as the "Property":

1. Lakeside Estates, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 152, Page 97, of the Map Records of Harris County, Texas;
2. Lakeside Estates, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 162, Page 105, of the Map Records of Harris County, Texas;
3. Lakeside Estates, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 167, Page 100, of the Map Records of Harris County, Texas;
4. Lakeside Forest, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 163, Page 109, of the Map Records of Harris County, Texas;
5. Lakeside Forest, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 171, Page 36, of the Map Records of Harris County, Texas;
6. Lakeside Forest, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 185, Page 88, of the Map Records of Harris County, Texas; and
7. Lakeside Forest, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 210, Page 29, of the Map Records of Harris County, Texas.

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### **Prior Restrictions:**

WHEREAS the Restrictions, Lakeside Estates, Section One (1), were previously recorded under Harris County Clerk's File No.C835773;

WHEREAS the Amendment to Restrictions, Lakeside Estates, Section One (1) was previously recorded under Harris County Clerk's File No. C977320;

WHEREAS the Restrictions, Lakeside Estates, Section Two (2) were previously recorded under Harris County Clerk's File No. D010878;

WHEREAS the Restrictions, Lakeside Estates, Section Three (3) were previously recorded under Harris County Clerk's File No. D105987;

WHEREAS the Restrictions, Lakeside Forest, Section One (1) were previously recorded under Harris County Clerk's File No. D012364;

WHEREAS the Restrictions, Lakeside Forest, Section Two (2) were previously recorded under Harris County Clerk's File No. D206730;

WHEREAS the Restrictions, Lakeside Forest, Section Three (3) were previously recorded under Harris County Clerk's File No. D489192;

WHEREAS the deed to a portion of Lot 1, Block 2 of Lakeside Forest, Section 5 was previously recorded under Harris County Clerk's File No. F388445;

WHEREAS the deed to Lot 1, Block 2 of Lakeside Forest, Section Five (5) was previously recorded under Harris County Clerk's File No. E933132;

WHEREAS the deed to Lots 3 & 4, Block 1 of Lakeside Forest, Section Five (5) was previously recorded under Harris County Clerk's File No. E422181;

WHEREAS the deed to Lot 2, Block 1 of Lakeside Forest, Section Five (5) was previously recorded under Harris County Clerk's File No. D988161; and

WHEREAS the deed to Lot, 1, Block 1 of Lakeside Forest, Section Five (5) was previously recorded under Harris County Clerk's File No. E061018. (all of the above-referenced dedicatory instruments, as amended, supplemented and/or otherwise altered, are hereinafter collectively referred to as the "Prior Restrictions");

WHEREAS the owners of Lots within the Property desire to amend and continue in force and effect for all intents and purposes the Prior Restrictions, including but not limited to the continuation and reservation of all lien rights granted in favor of the Association;

WHEREAS TEX. PROP. CODE § 209.0041(h) — which statute, pursuant to TEX. PROP. CODE § 209.0041(f), supersedes any contrary requirement in a dedicatory instrument—provides that "Except as provided by Subsection (h-1) or (h-2), a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law," and § 209.0041(h-1) provides "If the declaration contains a lower percentage than prescribed by Subsection (h), the percentage in the declaration controls."

WHEREAS the Prior Restrictions contain a lower approval percentage, that being a simple majority; and

WHEREAS at least a majority of the total votes allocated to property owners in Lakeside Improvement Association (the "Association")—the governing body for the Property—entitled to vote on the amendment of the declaration, were cast in favor of amending the Prior Restrictions and adopting this document, as reflected by the Secretary's Certificate attached hereto as Exhibit A;

NOW, THEREFORE, the owners of the Lots in the Property do hereby continue, adopt, establish and impose upon the Property the following reservations, easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for the welfare and benefit of the Owners of Lots in the Property, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be

binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and inure to the benefit of each Owner thereof for the welfare and protection of property values.

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## DEFINITIONS

Definitions as used in this declaration shall have the following meanings:

- a. Architectural Guidelines means any architectural guidelines or guidelines relating to the use, maintenance, repair, replacement, modification and appearance of the Property adopted and published by the Association and/or its designee pursuant to the authority granted herein and/or § 204.010(a)(6) & (18) of the Texas Property Code.
- b. Articles of Incorporation means the Articles of Incorporation of the Association, as amended and/or supplemented.
- c. Association means Lakeside Improvement Association, a Texas non-profit corporation, its successors and assigns.
- d. Board or Board of Directors means the Board of Directors of the Association.
- e. Inoperative Vehicle. A Vehicle is deemed inoperative if: (a) it does not display all current inspections, permits, licenses, and license plates required in the State of Texas for such vehicle, or, if displaying said licenses or permits from another state, would be ineligible to obtain the required permits or licenses from the State of Texas; (b) it is on blocks or jacks; (c) it does not have fully inflated tires; or (d) it is not otherwise capable of being legally operated on a public street or right of way.
- f. Lot (s) means each of the numbered plots of land shown on the Plats.
- g. Member or Members means the owner of a Lot, but does not include any person or entity who holds an ownership interest merely as security for the performance of an obligation by an owner.
- h. Owner means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, but excluding parties having an interest in any Lot merely as security for the performance of an obligation, and each Owner shall be entitled to one (1) vote at any meeting of the Members.
- i. Oversized Vehicle means a Vehicle that exceeds six feet ten inches (6' 10") in height, or eight feet (8') in width or twenty five feet (25') in length, or has a gross vehicle weight rating exceeding 10,000 pounds, or has greater than two (2) axles.
- j. Plat (s) means the maps or plats for Lakeside Estates Sections 1, 2 and 3 and Lakeside Forest, Sections 1, 2, 3 and 5, recorded in the records of Harris County, Texas.
- k. Prohibited Business or Service Activity shall mean any business, professional, or other commercial or service activity of any type unless such use is unobtrusive and incidental to primary use of Lot and the Residential Structure for residential purposes. Unobtrusive means no physical evidence of business, professional or commercial activity from the street or neighboring Lots, including no signage, logo, icon, flag, no audio or visual displays related to the activity and no clients, customers, employees, contractors,

subcontractors, vendors, deliveries or pickups, and/or the like activity which may detract from the residential character of the Subdivision.

- l. Property means all the real property comprising Lakeside Estates Sections 1, 2 and 3 and Lakeside Forest, Sections 1, 2, 3 and 5, a subdivision in Harris County Texas, according to the Plats, and any improvements thereon.
- m. Recreational Vehicle means a Class A, Class B or Class C recreational vehicle, as defined by the U.S. Department of Transportation. Class A recreational vehicles are commonly known as motor homes, Class B recreational vehicles are commonly known as camper vans, and Class C recreational vehicles are commonly known as "cab over" motor homes.
- n. Subdivision means the Property, including the land, improvements, streets and water ways shown within the areas shown on the Plats.
- o. Vehicle means any automobile, truck, motorcycle, boat or water craft, trailer, or other wheeled conveyance, whether self-propelled or towed.

## 1. LAND USE AND BUILDING TYPE.

No building or structure shall be erected, placed or altered on any Lot except a single-family residential dwelling not exceeding two stories in height (maximum height restriction not applicable to Lakeside Forest, Section 5), and the purchaser of any Lot subject to these restrictions shall be deemed to have covenanted and agreed, by acceptance of a deed or contract covering any such Lot, that he will not apply for a permit to build thereon any structure other than a single-family residence as specified and contemplated herein; provided, however, that a detached garage or carport (limited in size to three-car capacity), with servants' quarters, garage apartment or other approved accessory building, may be located on such Lots. Any garage apartment or servants' quarters which may be constructed on any Lot shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling erected upon the same Lot where such quarters are located, or by members or guests of the family occupying the dwelling on said Lot.

Lots are to be used for single family residential purposes only. The following uses and any structures related to same are prohibited, except to the extent that any restriction herein is prohibited or superseded by state or federal law: any duplex, apartment, townhouse, condominium, hotel, boarding house, hospital, nursing home, childcare facility, halfway house, group home, assisted living facility or other use not specifically related to single-family residential purposes.

Occupancy on any Lot is limited to not more than ten (10) persons related by blood, legal adoption, custodianship, marriage and/or consanguinity and up to two (2) additional persons not related by blood, legal adoption, custodianship, marriage and/or consanguinity, including any servants or medical staff.

No Prohibited Business or Service Activity shall be conducted on or from any Lot or building thereon, whether such activity be for profit or not.

## 2. ARCHITECTURAL CONTROL.

No building or improvements of any character shall be erected, placed or altered on any Lot until the construction plans and specifications and a site plan showing the location of the structure or structures have been submitted to and approved by the Association or its assignee, as hereinafter provided for, as to compliance with these restrictions and as to use, quality of workmanship and materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finished grade elevation.

The plans and documents to be submitted to the Association, or its assignee, as above set forth, shall be submitted for approval prior to the commencement of construction or alteration of any of such improvements. In the event the Association, or its assignee, fails to approve or disapprove such plans in writing within thirty (30) days after submission to it of the required plans and documents, such plans shall be deemed as approved, however said deemed approval shall not serve as (1) permission for an owner or her agents to violate the covenants, conditions and restrictions contained herein, nor (2) a waiver the Association's rights to enforce a violation of the covenants, conditions and restrictions contained herein.

### 3. DWELLING SIZE AND CONSTRUCTION.

Any dwelling constructed on any Lot must have a living area of not less than (a) 2,200 square feet for Lots in sections of Lakeside Forest and (b) 1,800 square feet for Lots in sections of Lakeside Estates, all exclusive of open or screened porches, terraces, driveways, carports, garages, detached servants' quarters, or other approved accessory structure. Any dwelling other than a single story dwelling must have not less than (a) 1,100 square feet of ground-floor living area for Lots in sections of Lakeside Forest and (b) 900 square feet for Lots in sections of Lakeside Estates, all exclusive of open or screened porches, terraces, driveways, carports, garages, detached servants' quarters or other approved accessory structure. No dwelling shall be constructed or permitted to exist on any Lot unless at least fifty-one percent (51%) of the exterior surface area of the walls thereof, exclusive of windows, doors, and other glassed areas, consist of brick, stone or other masonry.

### 4. LOCATION OF BUILDINGS ON LOTS.

For Lakeside Forest Section 1 and Lakeside Forest Section 5 Only:

Each main residence building shall face the front of the Lot. No building shall be located on any Lot nearer to the front Lot line, or nearer to the side street line, than the minimum building setback line shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior Lot line; provided however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these restrictions, the front line of each Lot shall be the shortest property line abutting a street. Each main residence building shall face the front of the Lot.

For All Other Lots in the Property:

No building shall be located on any Lot nearer to the front Lot line, or nearer to the side street line, than the minimum building setback line shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior Lot line, except that a garage, carport, servants' quarters or other permitted accessory structure located sixty-five (65) feet or more from the front Lot line may be located within three (3) feet of an interior Lot line; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these restrictions, the front line of each Lot shall be the shortest property line abutting a street.

### 5. RE-SUBDIVIDING OF LOTS.

Lots may be subdivided or consolidated into building sites, with the privilege of placing or constructing improvements subject to these restrictions, on each resulting building site; provided, that each subdivision or consolidation does not result in any building site with a width of less than seventy (70) feet at the front building line and a total area of less than eight thousand (8,000) square feet. Said front building line width restriction does not apply to Lots in Lakeside Forest, Section 5.

### 6. UTILITY AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, and there is also dedicated and reserved for utilities an unobstructed aerial easement, five (5) feet wide [two (2) feet wide in Lakeside Forest 2 and Lakeside

Forest 3] from a plane twenty (20) feet above the surface of the ground upward, and adjacent to all easements shown on such recorded plat. Neither the Association nor any utility company using such easements shall be liable for any damage done to shrubbery, trees, flowers or other property of the owner located within the area covered by said easements.

#### 7. TEMPORARY STRUCTURES.

No house trailer, tent, shed, barn or other temporary building of any nature shall be placed or constructed on any Lot; provided, however, that a temporary office or work shed may, following approval thereof by the Association or its assignee, be maintained upon any Lot or Lots by any building contractor or sales agency in connection with the erecting and sale of dwellings in the subdivision, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable, or within ten (10) days following notice from the Association or its assignee. No such temporary buildings shall ever be used for residential purposes.

#### 8. NUISANCES OR ILLEGAL ACTIVITIES.

No noxious or offensive activity of any sort, which may be or become an annoyance or nuisance to the neighborhood, shall be permitted, nor shall any illegal or immoral activity be permitted.

#### 9. MINING AND MINERAL OPERATIONS.

No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any Lot. The provisions of this paragraph hereof shall in no way impair, diminish or restrict the rights of the owners of any mineral estate in and to the above described land to lease and produce said minerals through pooling, unitization or directional drilling methods, provided that no use whatsoever is made of the surface of said land.

#### 10. ANIMALS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, whether for commercial purposes or otherwise, except that common household pets, such as cats or dogs, may be kept. In this regard, the Association shall have the right and authority to limit the number and variety of household pets permitted.

#### 11. REFUSE AND GARBAGE.

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept upon any Lot except temporarily for purposes of collection, and then any garbage or waste shall be kept in closed sanitary containers. All incinerators or other equipment for the storage or disposal of such substances shall be kept in a clean and sanitary condition.

**12. FENCES AND WALLS.**

No fence, wall, hedge, gas meter or other structure shall be placed, or be permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot unless approved by the Association or its assignee. No chain-link fence shall be permitted on any Lot.

**13. TRAFFIC SIGHT BARRIERS.**

No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines of such Lot and a line connecting them at points located on each of said street property lines at a distance of twenty-five (25) feet from the intersection thereof, or on any Lot within the triangular area formed by the street property line thereof, the edge of any driveway or alley pavement, and a line connecting at points located on each of said lines at a distance of ten (10) feet from the point at which said lines would intersect if extended.

**14. OUTSIDE CLOTHES DRYING.**

The drying of clothes in general view is prohibited, and the owners or occupants of any Lot desiring to dry clothes outside shall construct and maintain suitable screening enclosure for such use, subject to Association's approval.

**15. CUTTING WEEDS AND GRASS.**

The owners or occupants of all Lots shall at all times keep all weeds or grass thereon cut or trimmed in a neat manner, and shall in no event permit the accumulation of garbage, trash or rubbish of any kind thereon. No Lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

In the event of default on the part of the owner or occupant of any Lot in observing the above requirements, or any of them, and such default continuing after ten (10) days written notice thereof, the Association, or its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such Lot for the cost of such work. The owner or occupant agrees, by the purchase or occupation of the property to pay for such work immediately upon receipt of a statement thereof, or in the event of failure to pay such statement, that the amount thereof may be added to the annual maintenance charge assessed against such Lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for in these restrictions.

**16. SIGNS AND BILLBOARDS.**

No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without first having obtained the consent in writing from the Association, or its

assignee. The Association, or its assignee, shall have the right to remove any such sign, advertisement, or billboard or structure which is erected or placed on any Lot without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

#### 17. VEHICLES, BOATS AND TRAILERS.

Vehicles parked in the driveway of a Lot or parked on a public street adjoining a Lot must be fully operative and have current safety inspection, vehicle registration, and current license plates installed. The following classes of Vehicles may not be parked, stored or repaired on any Lot unless they are concealed from public view inside a garage or an enclosure approved by the Association: (i) Vehicles not in routine use; (ii) Inoperative Vehicles; (iii) boats and other water craft; (iv) all-terrain vehicles and other motorized off-highway Vehicles; and (v) trailers.

In keeping with the residential use and character of the Lots, no Oversized Vehicles or commercial vehicles shall be parked on any Lot or parked on a public street adjoining a Lot, except to drop off or pick up passengers, merchandise or other materials to and from residences or construction sites. Furthermore, any Vehicle otherwise in compliance with this article that displays commercial advertising signage must be concealed from public view inside a garage or an enclosure approved by the Association.

Subject to the prior written approval of the Association, Recreational Vehicles may be temporarily parked in the driveway of a Lot or parked on a public street adjoining a Lot.

The above restrictions do not prevent the temporary, non-recurring parking of Vehicles in tow, such as boats and all-terrain vehicles, for a period not to exceed 72 hours in any 30 day period.

#### 18. REMOVAL OF TREES AND DIRT.

No trees shall be cut or otherwise removed from any Lot without approval from the Association, or its assignee, except as may be reasonably necessary in connection with construction of improvements, or to remove dead or unsightly trees. The removal of dirt from any Lot is prohibited without approval of Association, or its assignee, except when necessary in conjunction with the landscaping of such Lot or construction being performed on such Lot.

#### 19. PAINTING AND REPAIRS.

All dwellings and other approved structures must be kept in a good state of painting and repair, and must be maintained so as not to become unsightly.

In the event of default on the part of the owner or occupant of any Lot in observing the above requirements, or any of them, and such default continuing after thirty (30) days written notice thereof, the Association, or its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said Lot, and perform such painting or repairs as may be reasonably necessary to comply with this provision, and may charge the owner or occupant of such Lot for the cost of such work. The owner or occupant agrees, by the purchase or occupation of the property, to pay for such work immediately upon receipt of a statement thereof, or in the event of failure to pay such statement, that the amount thereof may

be added to the annual maintenance charge assessed against such Lot and become a charge thereon in the same manner as the regular maintenance charge provided for in these restrictions.

#### 20. MAINTENANCE PROGRAM AND FUND.

Each residential Lot shall be subject to an annual maintenance charge for the purpose of establishing a subdivision maintenance fund. The Association shall have the duty of assessing and collecting the annual maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, the Association shall have all the powers granted by the Texas Property Code, Texas Business Organizations Code or any successor statutes.

The Owners of any Lot, by virtue of ownership of same, covenant and agree to pay to the Association annual assessments. The assessments, together with attorney's fees, late fees, interest and costs shall be a charge and continuing lien upon the Lot against which such assessment is made. Each such assessment, together with attorney's fees, late fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment became due. The annual maintenance charge shall be assessed and due as of January 1st of each calendar year, and notice of the amount of the assessment shall be mailed or otherwise delivered to each Lot owner not less than 20 days prior to January 1 of each year. Each assessment shall be considered delinquent if not paid by January 15<sup>th</sup> of the year in which same was assessed. Each delinquent assessment shall accrue interest at the rate of ten percent (10%) per annum from the due date of same until paid.

The annual maintenance charge for each residential Lot from and after the time a dwelling located thereon is ready for occupancy (whether such dwelling is occupied or not) shall be as follows:

- (a) For the calendar year 2015 the maximum maintenance charge shall be the sum of Seven hundred Six and no/100 U.S. Dollars (\$706.00) for each Lot.
- (b) For the calendar years following 2015, the maximum annual maintenance charge shall be calculated and determined as follows: the dollar amount that any future annual assessment may be increased over the 2015 assessment amount shall correspond to the percentage increase in the Consumer Price Index, Houston-Galveston-Brazoria Consolidated Metropolitan Statistical Area, minus energy and food (as published by the Department of Labor)(the "Index") from the average of the Index for the most recent twelve (12) months for which data is available at the time the assessment is set over the average Index for calendar year 2014. If the afore-described determination as to any particular calendar year shows that the Index shall not have increased, or shall have decreased, the maximum annual maintenance charge for such calendar year shall remain the same as the amount for the prior year.

So long as any Lot that does not have a dwelling thereon which is ready for occupancy, the maintenance charge against such Lot shall be 50% of the then assessed charge against Lots which have dwellings thereon ready for occupancy. At such time as a dwelling on any Lot becomes completed and ready for occupancy, the full maintenance charge assessed shall become due and payable for the balance of the year in which completed on a prorata basis, such additional amount to be paid to the Association within fifteen (15) days after the dwelling on such Lot is ready for occupancy.

The services to be provided for out of the maintenance fund shall include, by way of illustration, but not limitation, the maintenance of the streets, parks, parkways, esplanades and vacant Lots; providing fire, police or watchman services; providing and maintaining street lighting and shrubbery or trees at the entrances and in esplanades; fogging for insect control; garbage and rubbish pickup; construction and operation of recreational facilities or community buildings; payment of legal and other expenses for the enforcement of these restrictions; and all other things necessary or desirable for the maintenance or improvement of this and other applicable subdivisions, as may be determined by the Board of Directors of Lakeside Improvement Association.

To secure the payment of the maintenance charge established hereby, a vendor's lien is retained against each Lot for the benefit of the Association to the extent of such maintenance charge and any interest, late fees, collection costs and/or attorney's fees associated with the collection thereof, which lien may be foreclosed by any means provided under Texas law. At any foreclosure proceeding, any person or entity, including but not limited to the Association, shall have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey same. In order to pursue collection of any delinquent assessment and any interest, late fees, collection costs and/or attorney's fees related to same, the Association may elect any of the following remedies and/or any combination of same: a suit for personal judgment, a suit for judicial foreclosure and/or an expedited foreclosure proceeding.

The lien described herein shall be subordinate and inferior to all liens given to secure the payment of monies in connection with the purchase of any Lot or improvements or the construction of improvements on any Lot. It is further provided that as a condition precedent to any proceeding to enforce the lien securing the charges described herein where there is any other recorded outstanding valid and subsisting lien, the Association shall give the holder of such other lien at least 60 days advance written notice of any proposed action, and thereby provide such other lien-holder an opportunity to remedy the default of the Lot owner prior to such action. Such notice shall be given by certified or registered mail, return receipt requested.

The Association may be designated to provide maintenance services similar to those contemplated hereunder for adjacent or neighboring subdivisions previously or subsequently developed. Accordingly, it is specifically provided that, if the Association is so designated, the officers and directors of said Association shall be entitled to commingle monies received from and perform services on behalf of the several subdivisions it may be serving, regardless of whether the annual maintenance charge is the same amount per Lot in each subdivision served. The owner of each Lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance of such Lot.

## 21. ASSIGNMENT.

The Association hereby retains the right to assign any and all rights reserved hereunder, such as the right to approve or disapprove plans and specifications, location of structures, erection of signs and all other necessary documents or approvals required to be submitted to it by the provisions hereof, to its designated assignee. Any such assignments shall be evidenced by a proper instrument in writing recorded in the appropriate records of the County Clerk of Harris County, Texas.

22. TERM OF RESTRICTIONS.

These restrictions are to run with the land, and shall be binding on the parties hereto, their successors and assigns, and all persons claiming under them, and on all owners of land within the Property until December 31, 2025. These restrictions shall be extended automatically after the aforesaid date for successive periods of ten (10) years. This document may be amended by an affirmative vote of members of the Association representing a majority of the Lots in the Property, which amendment shall be effective upon its recording in the Official Public Records of Real Property of Harris County, Texas. No more than one vote may be cast per Lot. No Lot owners shall be liable for breach of these restrictions except in respect to breaches caused by him or occurring or committed during his ownership of the property involved in such breach. Conveyance of any property affected hereby may contain the above restrictions by reference to the public record of this document, but whether or not such reference is made, each and all of such restrictions may be binding and valid upon the respective grantees in any such deeds.

23. ENFORCEMENT OF RESTRICTIONS.

The Association and its successors or assigns or the owner of any Lot covered by these restrictions shall have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the restrictions stated herein, and shall be entitled to recover from the Defendant therein all reasonably necessary costs and expenses attendant upon bringing such suit, including (without limitation thereto) a reasonable attorney's fee. This provision for recovery of costs and expenses shall be deemed agreed to by the purchaser upon acceptance of a deed or contract to any Lot in the subdivision covered hereby. Invalidation of one or more of these restrictions, by court order or otherwise, shall in no way affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

Exhibit A

## **SECRETARY'S CERTIFICATE**

I, Mark H. Hay, hereby certify that:

I am the duly qualified and acting Secretary of LAKESIDE IMPROVEMENT ASSOCIATION, a duly organized and existing Texas non-profit corporation.

After receiving notice of same as required by law, Owners of property governed by the Association representing a majority of the votes allocated to owners entitled to vote on the attached Amended and Restated Declaration of Covenants, Conditions & Restrictions for Lakeside Estates and Lakeside Forest ("Amendment") did vote in favor of the Amendment as of the 2<sup>nd</sup> day of November, 2015.

Dated: November 12, 2015

Mass. A. Hwy

Mark H. Hay, Secretary,  
LAKESIDE IMPROVEMENT ASSOCIATION

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THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12 day of November, 2015, by Mark H. Hay, Secretary of LAKESIDE IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Notary Public in and for The State of Texas

Karen R Bruce

20150551169  
# Pages 15  
12/08/2015 12:31 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$68.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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 Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**FIRST AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKESIDE ESTATES AND LAKESIDE FOREST**

STATE OF TEXAS            §  
                                  §  
COUNTY OF HARRIS        §

KNOW ALL MEN BY THESE PRESENTS:

This document affects the following real property in Harris County, Texas, and the improvements thereon, which collectively shall be referred to herein as "**Lakeside**", the "**Subdivision**" or the "**Property**":

**Lakeside Estates, Section One (1)**, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 152, Page 97, of the Map Records of Harris County, Texas, as amended and/or supplemented;

**Lakeside Estates, Section Two (2)**, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 162, Page 105, of the Map Records of Harris County, Texas, as amended and/or supplemented;

**Lakeside Estates, Section Three (3)**, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 167, Page 100, of the Map Records of Harris County, Texas, as amended and/or supplemented;

**Lakeside Forest, Section One (1)**, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 163, Page 109, of the Map Records of Harris County, Texas, as amended and/or supplemented;

**Lakeside Forest, Section Two (2)**, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 171, Page 36, of the Map Records of Harris County, Texas, as amended and/or supplemented;

**Lakeside Forest, Section Three (3)**, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 185, Page 88, of the Map Records of Harris County, Texas, as amended and/or supplemented; and

**Lakeside Forest, Section Five (5)**, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 210, Page 29, of the Map Records of Harris County, Texas, as amended and/or supplemented.

WHEREAS, certain Amended and Restated covenants, conditions and restrictions were recorded under Harris County Clerk's File No. 20150551169 (as amended and/or supplemented, the "**Restrictions**") affecting the Property situated in Harris County, Texas, and any improvements situated thereon;

WHEREAS, LAKESIDE IMPROVEMENT ASSOCIATION (the "Association") is the authorized governing body of Lakeside, the designated representative of the owners of property in Lakeside, and a property owners' association, as that term is defined in TEX. PROP. CODE § 209.002(7);

WHEREAS, owners of property in Lakeside and members of the Association desired to amend the Restrictions, as detailed herein below, and as specifically permitted by TEX. PROP. CODE § 209.0041, and Article 22 of the Restrictions;

WHEREAS, the dedicatory instruments of the Association allocate one (1) vote per lot, as that term is defined in the Restrictions, to the members of the Association and owners of property in Lakeside;

WHEREAS, TEX. PROP. CODE § 209.0041(h-1) provides that "If the declaration contains a lower percentage than prescribed by Subsection (h), the percentage in the declaration controls", and Article 22 of the Restrictions indicates that the Restrictions may be amended by an affirmative vote of the members of the Association representing a majority of the Lots in the Property;

WHEREAS, the Association sent proper and timely notice of a meeting of its members to vote on the adoption of the following amendment to the Restrictions, which notice complied with the provisions of Chapter 209 of the Texas Property Code and the dedicatory instruments of the Association; and

WHEREAS, as of September 9, 2024, the deadline provided by the Association for receipt of ballots, which date was twenty or more days following the date written notice of the vote was provided to the members, owners representing not less than a majority of the Lots in the Subdivision cast votes in favor of the adoption of this FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESIDE ESTATES AND LAKESIDE FOREST (the "First Amendment"), as evidenced by the Certification below;

NOW, THEREFORE, upon the recording of this First Amendment in the Official Public Records of Real Property of Harris County, Texas, the Restrictions are hereby amended as follows:

1. Article 5 of the Restrictions is hereby deleted in its entirety and replaced by the following:

**5. CONSOLIDATION OF LOTS.**

Two (2) adjacent Lots owned by the same member(s) may be consolidated into a single building site, with the privilege of placing or constructing improvements thereon subject to these Restrictions on the resulting single building site; provided that each such consolidation does not result in any building site with a width of less than seventy (70) feet at the front building line and a total area of less than eight thousand (8,000) square feet. Said front building line width restriction does not apply to Lots in Lakeside Forest, Section 5. Notwithstanding any provision herein to the contrary, each of the 541 Lots in the

Subdivision in existence at the time of the recording of the FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESIDE ESTATES AND LAKESIDE FOREST, whether or not same shall be consolidated with another lot at any time thereafter, shall be: (a) allocated one (1) vote for purposes of any vote of the members of the Association and (b) subject to the payment of any assessment, including special assessments, levied by the Association on the Lots in the Subdivision. For the avoidance of doubt, in the event two (2) adjoining Lots shall be consolidated into a single building site, the owner(s) of the resulting single building site shall be allocated two (2) votes for the resulting single building site and shall pay two (2) assessments, including special assessments, any time the Association levies an assessment on the Lots in the Subdivision.

2. Article 20 of the Restrictions is hereby deleted in its entirety and replaced by the following<sup>1</sup>:

#### **20. MAINTENANCE PROGRAM AND FUND.**

Each residential Lot, including any Lots that have been consolidated into a single building site pursuant to Article 5 herein above, shall be subject to an annual maintenance charge for the purpose of establishing and continuing a subdivision maintenance fund. The Association shall have the duty of assessing and collecting the annual maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefore out of said fund. In this regard, the Association shall have all the powers granted by the Texas Property Code, Texas Business Organizations Code or any successor statutes.

The Owner(s) of each Lot, by virtue of ownership of same, covenants and agrees to timely and fully pay to the Association the annual maintenance charge for each year. The annual maintenance charges, together with attorney's fees, late fees, interest, and costs associated with same, shall be a charge and continuing lien upon the Lot against which such charges are made. Each such annual maintenance charge, together with attorney's fees, late fees, interest, and costs associated with same, shall also be the personal obligation of the person(s) or entity(ies) who was/were the Owner(s) of the Lot at the time when said charges became due. The annual maintenance charge shall be assessed and due as of January 1st of each calendar year and notice of the amount of the annual maintenance charge shall be mailed or otherwise delivered to each Lot owner not less than 20 days prior to January 1 of each year. Each annual maintenance charge shall be considered delinquent if not paid by February 1 of the year in which same was assessed. Each delinquent annual maintenance charge shall accrue interest at the rate of ten percent (10%) per annum from the due date of same until paid.

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<sup>1</sup> The lien referenced in Article 20 of the Restrictions shall continue in full force and effect, without interruption, prior to, during and after the amendment process for this First Amendment. The phrase "deleted in its entirety and replaced by the following" is a term of art, used for the purpose of avoiding confusion by inserting or deleting partial provisions within an existing Article, and does not in any way affect the lien in favor of the Association established by the Restrictions and/or their predecessor(s).

Each year, prior to the setting of the amount of the annual maintenance charge for the following year, the board of directors of the Association shall take into consideration the assets, debts and financial obligations of the Association, including but not limited to the payment of regular operating costs as well as any needed repairs or maintenance, and set a budget for the following year, including the amount of the annual maintenance charge that shall be levied upon and collected from each Lot.

The annual maintenance charge for each residential Lot shall be as follows:

- (a) For the calendar year 2024 the maximum annual maintenance charge per Lot shall be the sum of Nine Hundred Two and no/100 U.S Dollars (\$902.00). For calendar year 2025, the maximum annual maintenance charge per Lot shall be 109% of the actual per-Lot assessment levied for 2024.
- (b) Thereafter, the amount of the per-Lot assessment for each year shall not exceed, unless approved by the membership as provided herein below, the greater of: (1) 109% of the prior year's per-Lot assessment, or (2) the highest per-Lot assessment previously levied by the Association since the filing of this amendment.
- (c) When setting the budget, if the board of directors should determine that the amount of the annual maintenance charge per Lot for the upcoming year should be set at an amount in excess of the amounts listed in the previous subsection (b), it shall hold a vote of the members to vote on whether to approve said increase. Any increase greater than 109% of the present year's assessment shall only be levied by the Association if same is approved by the affirmative vote of members representing a majority of the votes present, in person or by proxy or absentee ballot, at a meeting of members duly called by the board of directors at which a quorum is present. At such meeting, a quorum shall be established if members representing not fewer than ten percent (10%) of the Lots in the Subdivision are present, in person or by proxy or absentee ballot, and each Lot shall be entitled to one (1) vote.

The services to be provided for out of the maintenance fund shall include, by way of illustration, but not limitation, the maintenance of parks, parkways and esplanades; providing police or watchman services; providing and maintaining shrubbery or trees at the entrances; fogging for insect control; garbage and rubbish pickup; operation of recreational facilities or community buildings; payment of legal and other expenses for the enforcement of these restrictions; and all other things necessary or desirable for the maintenance or improvement of the Subdivision, as may be determined by the Board of Directors of the Association.

To secure the payment of the maintenance charges established hereby, a vendor's lien is retained against each Lot for the benefit of the Association to the extent of such

maintenance charge and any interest, late fees, collection costs and/or attorney's fees associated with the collection thereof, which lien may be foreclosed by any means provided under Texas law. At any foreclosure proceeding, any person or entity, including but not limited to the Association, shall have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey same. In order to pursue collection of any delinquent maintenance charge and any interest, late fees, collection costs and/or attorney's fees related to same, the Association may elect any of the following remedies and/or any combination of same: a suit for personal judgment, a suit for judicial foreclosure and/or an expedited foreclosure proceeding.

The lien described herein shall be subordinate and inferior to all liens given to secure the payment of monies in connection with the purchase of any Lot or improvements or the construction of improvements on any Lot. It is further provided that as a condition precedent to any proceeding to enforce the lien securing the charges described herein where there is any other recorded outstanding valid and subsisting inferior lien, the Association shall give the holder of such inferior lien at least 60 days advance written notice of any proposed action, and thereby provide such other inferior lien-holder an opportunity to remedy the default of the Lot owner prior to such action. Such notice shall be given by certified or registered mail, return receipt requested.

Accordingly, it is specifically provided that, if the Association is so designated, the officers and directors of said Association shall be entitled to commingle monies received from and perform services on behalf of the several subdivisions it may be serving, regardless of whether the annual maintenance charge is the same amount per Lot in each subdivision served. The owner of each Lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance of such Lot.

#### **SPECIAL ASSESSMENTS.**

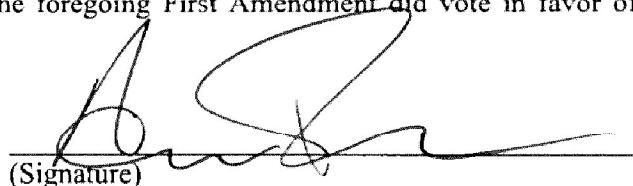
If the Board at any time, or from time to time, determines that the annual maintenance charges assessed for any period are insufficient to provide for the continued operation of the Association, Subdivision and/or any other purpose contemplated by these Restrictions, including but not limited to the construction, repair and/or replacement of any capital improvements, the Board shall have the authority to levy such Special Assessment(s) as it shall deem necessary to provide for such continued maintenance and operation (a "**Special Assessment**"). However, no Special Assessment shall be effective, levied or collected by the Association unless and until same is approved by the affirmative vote of members representing a majority of the votes present, in person or by proxy or absentee ballot, at a meeting of members duly called by the board of directors, at which a quorum is present. At such meeting, a quorum shall be established if members representing not fewer than ten percent (10%) of the Lots in the Subdivision are present, in person or by proxy or absentee ballot, and each Lot shall be entitled to one (1) vote. Any such approved Special Assessment shall be payable in the manner determined by the Board, secured by the lien provided for in this Article 20 for the annual maintenance charges and

related charges, and subject to the same interest, late charges, costs, and attorney fees provided for in this Article 20 for annual maintenance charges.

3. Article 21 of the Restrictions is hereby deleted in its entirety.

**CERTIFICATION:**

I, Aaron Romero, Secretary of Lakeside Improvement Association, hereby certify the following: the Association sent proper and timely written notice to the members of the Association of a vote to adopt the foregoing FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESIDE ESTATES AND LAKESIDE FOREST, in accordance with Texas law and the dedicatory instruments of the Association, which notice was sent to the members not less than twenty (20) days prior to the deadline for ballots to be submitted; and, as of October 10, 2024, members representing not less than a majority of the votes allocated to members entitled to vote on the foregoing First Amendment did vote in favor of adopting said amendment.

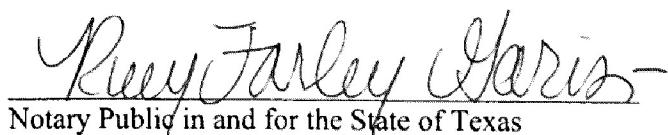


(Signature)

Printed Name: Aaron Romero  
Secretary, Lakeside Improvement Association

THE STATE OF TEXAS §  
CITY OF Harris §

This instrument was acknowledged before me on the 10<sup>th</sup> day of October, 2024, by Aaron Romero, Secretary of Lakeside Improvement Association, a Texas non-profit corporation, on behalf of said corporation.



RUEY FARLEY GARVIS  
Notary Public in and for the State of Texas



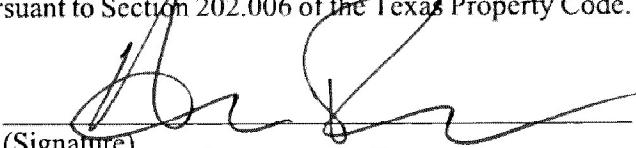
SECRETARY'S CERTIFICATE OF FILING

I, Aaron Romero, certify that:

I am the duly qualified and acting secretary of Lakeside Improvement Association, a duly organized and existing Texas non-profit corporation.

The foregoing instrument is an original unrecorded Dedicatory Instrument, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Lakeside Improvement Association.

The foregoing instrument is being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

  
(Signature)

Printed Name: Aaron Romero  
Secretary, Lakeside Improvement Association

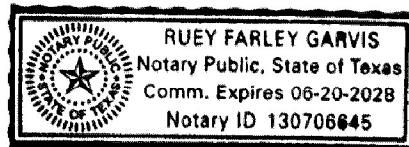
THE STATE OF TEXAS      §

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COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 10<sup>th</sup> day of October,  
2024, by Aaron Romero, Secretary of Lakeside Improvement Association, a  
Texas non-profit corporation, on behalf of said corporation.

  
RUEY FARLEY GARVIS  
Notary Public in and for the State of Texas



RP-2024-429369

RP-2024-429369  
# Pages 8  
11/18/2024 11:06 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$49.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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.  
THE STATE OF TEXAS

COUNTY OF HARRIS

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 Real Property of Harris County, Texas.



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS