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LAKESIDE IMPROVEMENT ASSOCIATION BILLING & COLLECTION POLICY

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RP-2018-458564
10/05/2018 RP1 \$28.00

WHEREAS, the Board of Directors (the "Board") of Lakeside Improvement Association (the "Association") is charged with the responsibility of collecting certain maintenance assessments and other charges from Owners pursuant to the dedicatory instruments of the Association, including but not limited to the Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded under Harris County Clerk's File No. 20150551169 (as amended and/or supplemented, the "Declaration");

WHEREAS, the Declaration and/or TEX. PROP. CODE § 204.010 authorize the Association, acting through its Board, to: adopt and amend budgets for revenues, expenditures, and reserves and collect regular assessments or special assessments for common expenses from property owners; impose interest, late charges, and, if applicable, returned check charges for late payments of regular assessments or special assessments; charge costs to an owner's assessment account and collect the costs in any manner provided in the restrictions for the collection of assessments; and adopt and amend rules regulating the collection of delinquent assessments and the application of payments;

WHEREAS, from time to time Owners become delinquent in their payments of assessments and other charges and/or fail to respond to the demands from the Association and/or its managing agents to bring their accounts current;

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a policy for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts to an attorney for collection so as to minimize the Association's loss of assessment revenue;

WHEREAS, the Board has retained legal counsel for their experience in representing property owners' associations in collections and other matters (the "Association's Attorneys"); and

WHEREAS, the Board has directed the Association's Attorneys to represent the Association per the terms outlined in this Policy;

NOW, THEREFORE, BE IT RESOLVED that the Association hereby adopts the following guidelines, policies and procedures with regard to the collection of assessments and other charges due the Association pursuant to the dedicatory instruments of the Association and Texas law:

1. **Statements for Assessments.** The Association shall send a statement for the annual assessment to each Owner of a Lot in the month preceding the month in which payment of the annual assessment becomes due. The statement shall be forwarded to an Owner at the last known mailing address of the Owner according to the records of the Association. It is the responsibility of the Owner to notify the Association in writing of a change in the Owner's primary mailing address. It is also the responsibility of the Owner to notify the Association in writing or via email of a primary email contact should the owner request communication via email. The submission of a check which sets forth an address for the Owner that is different from the mailing address previously provided by the Owner to the Association does not constitute written notice of a change of the Owner's mailing address. Additionally, the communication from an Owner via email from a different email address does not constitute written notice of a change of the Owner's email address.

2. **Due Date.** Annual assessments are due on the first (1st) day of January of each year. An annual assessment which is not received by the Association by January 15th of the year in which the annual assessment becomes due shall be deemed to be delinquent and shall bear interest at the rate of ten percent (10%) per annum from the original due date (January 1st) until paid. A late fee in the amount of \$25.00 shall also be charged to the Owner of the Lot for which the annual assessment becomes delinquent (on February 1st).
3. **Application of Payments.** In the event the Association receives a partial payment from an owner with limiting instructions or writings that might legally bind the Association regarding the debt (e.g. a statement of “paid in full” when the payment only represents a partial payment), the Association reserves the right to return said payment to the Owner, along with information regarding the balance owed. So long as an Owner is not in default under a payment plan entered into with the Association, any payment received from the Owner not containing limiting instructions as described above shall be applied in the following order or priority:
 - a) any delinquent assessment;
 - b) any current assessment;
 - c) any attorney’s fees or third party collection costs incurred by the Association solely with assessments or any other charges that could provide the basis for foreclosure (i.e., charges secured by the Association’s lien);
 - d) any attorney’s fees incurred by the Association that are not associated with assessments;
 - e) any fines assessed by the Association; and
 - f) any other amounts owed to the Association.

If the Owner is in default of a payment plan entered into with the Association, then any partial payment received from the Owner shall be first applied to any outstanding attorney’s fees, then to late charges, then to interest, then to any collection costs, and finally to any unpaid assessments, oldest assessment first.
4. **Insufficient Check.** If an Owner submits a check in payment of all or some portion of the Owner’s assessment account and the check is returned unpaid due to insufficient funds in the account, future payments of sums owed to the Association must be made by cashier’s check or money order. The sum of \$25.00 shall be charged to an Owner for a check returned due to insufficient funds.
5. **Past Due Statements.** If an Owner’s assessment account becomes delinquent, a statement shall be sent to the Owner the month after the account becomes delinquent (i.e., after January 31st of the year in which the assessment became due). The statement shall advise the Owner of the availability of a payment plan in accordance with the Association’s recorded Payment Plan Policy. The statement shall be sent to the Owner by email or by regular mail unless or until the account is referred to the Association’s attorney.
6. **Delinquency- 209 Letter** If an Owner’s assessment account becomes delinquent after June 1, of the year which the assessment is due, a delinquency notice may be sent to the Owners which shall:

- a) specify each delinquent amount and the total amount of the payment required to make the account current;
 - b) advise the Owner of the availability of a payment plan in accordance with the Association's recorded Payment Plan Policy;
 - c) provide a period of at least thirty (30) days to cure the delinquency before further collection action is taken; and
 - d) advise the Owner that if, after the thirty (30) day period has expired, the Owner has not entered into a payment plan and the account remains delinquent, the account may be referred to the Association's attorney and any fees and costs thereafter incurred by the Association will be added to the Owner's account in accordance with the Deed Restrictions.
7. **Suspension of Privileges.** If an Owner's assessment becomes delinquent, the Association may also suspend the Owner's right to use the recreational facilities of the Association after giving written notice to the Owner in accordance with Section 209.006 of the Texas Property Code. The suspension of an Owner's right to use the recreational facilities of the Association shall be in addition to, not in lieu of, all other remedies available to the Association for non-payment of assessments. This notice shall be sent to the owner by certified mail.
8. **Attorney Action.** If, after a delinquency notice is sent to an Owner, the Owner fails to respond to request a payment plan or pay the amount required to make the account current within thirty (30) days, the account may be referred to the Association's attorney for collection. The Association's attorney will forward a thirty (30) day demand for payment to the Owner, which demand shall also advise the Owner that the failure to pay the amount due may result in further legal action, including foreclosure of the Association's lien. Provided that, action to foreclose the Association's lien shall not be commenced unless authorized by the Board of Directors of the Association.
9. **Payment Plan.** Any payment plan entered into by and between the Association and an Owner shall be in accordance with the Association's recorded Payment Plan Policy.

SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS OF
LAKESIDE IMPROVEMENT ASSOCIATION

I, Meegan Dunlap, certify that I am the duly qualified and acting Secretary of Lakeside Improvement Association, a duly organized and existing non-profit Texas corporation.

I further certify that the Board of Directors of Lakeside Improvement Association, at a meeting of the Board on the 14th day of August, 2018, at which quorum was present, voted to adopt, record and implement the attached Billing & Collection Policy and entered said vote in the Minutes of the Meeting.

Dated: September 7, 2018

Meegan Dunlap
Lakeside Improvement Association, Secretary
Meegan Dunlap

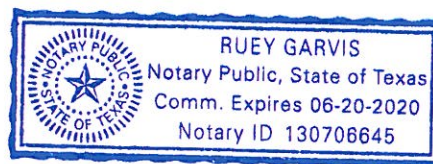
THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 7th day of September, 2018, by Meegan Dunlap, Secretary of Lakeside Improvement Association, a Texas non-profit corporation, on behalf of said corporation.

Ruey Garvis
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO: W

KATINE & NECHMAN, LLP
1834 Southmore Blvd.
Houston, TX 77004



FILED FOR RECORD

11:34:01 AM

Friday, October 5, 2018

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Friday, October 5, 2018



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**OPEN RECORDS POLICY
FOR
LAKESIDE IMPROVEMENT ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Anne Vachon, Secretary of Lakeside Improvement Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 14th day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The new law relating to open records becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
 - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. describe with sufficient detail the books and records of the Association that are requested; and
 - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10th) business day after the date the

Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3") as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this Policy (either through amendment or error by this Policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. Advance Payment of Estimated Costs. The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. Actual Costs.

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

11. Books and Records Not Required to be Produced.

- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
- a. identify the history of violations of dedicatory instruments of an individual Owner;
 - b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
 - c. disclose an Owner's contact information, other than the Owner's address; or
 - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. The Association is not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.
- 11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. Business Day. As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 28th day of December, 2011.

LAKESIDE IMPROVEMENT ASSOCIATION

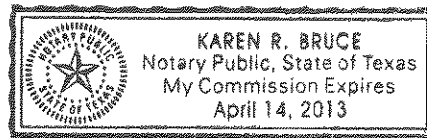
By: Anne Vachon, Secretary
Anne Vachon, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28 day of December, 2011 personally appeared Anne Vachon, Secretary of Lakeside Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Karen R Bruce

Notary Public in and for the State of Texas



~~Return to:~~
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

207785

RECORDS RETENTION POLICY
for
LAKESIDE IMPROVEMENT ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Anne Vachon, Secretary of Lakeside Improvement Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 14th day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The new law becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. Retention Periods.

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years

c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Restrictions and all amendments and supplements to the Restrictions; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently

s) Suit files	Seven (7) years after the date the suit is resolved
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2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 28th day of December, 2011.

LAKESIDE IMPROVEMENT ASSOCIATION

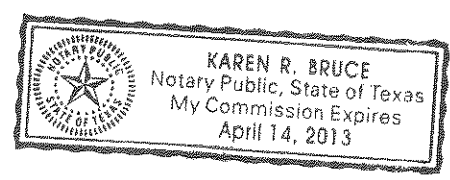
By: *Anne Vachon, Secretary*
 Anne Vachon, Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28 day of December, 2011 personally appeared Anne Vachon, Secretary of Lakeside Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Karen R Bruce
 Notary Public in and for the State of Texas

Return to:
 Rick S. Butler
 Butler | Hailey
 8901 Gaylord, Suite 100
 Houston, Texas 77024
 207787



**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,
FLAGS, AND RELIGIOUS ITEMS
for
LAKESIDE IMPROVEMENT ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Anne Vachon, Secretary of Lakeside Improvement Association (the "Association"), do hereby certify that at a joint meeting of the Board of Directors of the Association (the "Board") and the Association's Architectural Review Committee ("ARC") duly called and held on the 14th day of December, 2011, with at least a quorum of the Board and ARC being present and remaining throughout, and being duly authorized to transact business, the following "Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items" was duly approved by a majority vote of the members of both the Board and ARC in attendance:

RECITALS:

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.
2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Directors of the Association and the Association's Architectural Review Committee desires to adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

GUIDELINES:

Section 1. Definitions. Capitalized terms used in these Guidelines have the following meanings:

- 1.1. **ARC** - The Architectural Review Committee for Lakeside Improvement Association, as identified in the Declaration.
- 1.2. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Lakeside, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.3. **Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Lakeside Improvement Association.

- 1.4. **Lakeside** - The residential development located in Harris County, Texas comprised of Lakeside Estates, Sections One (1), Two (2), and Three (3), and Lakeside Forest, Sections One (1), Two (2), Three (3), and Five (5).
- 1.5. **Restrictions** - Collectively, the Restrictions for each section of Lakeside, recorded in the Official Public Records of Real Property of Harris County, Texas, as amended.

Other capitalized terms used in these Guidelines have the same meanings as that ascribed to them in the Declaration.

Section 2. Rain Barrels and Rain Harvesting Systems. Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing rain barrels or a rain harvesting system on the property owner's lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners.

The following Guidelines shall be applicable to rain barrels and rain harvesting systems in Lakeside:

- 2.1. **ARC Approval.** In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Guidelines, owners are encouraged to apply to the ARC for prior approval. The Association may require an owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these Guidelines.
- 2.2. **Location.** A rain barrel or rain harvesting system is not permitted on a lot between the front of the residential dwelling on the lot and an adjacent street.
- 2.3. **Color and Display.** A rain barrel or rain harvesting system is not permitted:
 - a. unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the residential dwelling on the owner's lot; or
 - b. if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- 2.4. **Regulations if Visible.** If a rain barrel or rain harvesting system is located on the side of the residential dwelling on the lot or at any other location on the lot that is visible from a street, another lot, or a common area, the rain barrel or rain harvesting system must comply with the following regulations:
 - a. Rain Barrel:
 - (i) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.

- (ii) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
 - (iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.
 - (iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another lot, and common area, unless otherwise approved in writing by the ARC.
 - (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.
- b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another lot, and common area, unless otherwise approved in writing by the ARC.

Provided that, the regulations in this Section 2.4 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the lot and there is a reasonably sufficient area on the lot in which to install the rain barrel or rain harvesting system.

Section 3. Solar Energy Devices. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

The following Guidelines shall be applicable to solar energy devices in Lakeside:

- 3.1. ARC Approval.** The installation of a solar energy device requires the prior written approval of the ARC. Provided that, the ARC may not withhold approval if these Guidelines are met or exceeded, unless the ARC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all owners of property adjoining the lot in question constitutes prima facie evidence that substantial interference does not exist.

- 3.2. **Location.** A solar energy device is not permitted anywhere on a lot except on the roof of the residential dwelling or other permitted structure on the lot or in a fenced yard or patio within the lot.
- 3.3. **Devices Mounted on a Roof.** A solar energy device mounted on the roof of the residential dwelling or other permitted structure on a lot:
- a. shall not extend higher than or beyond the roofline;
 - b. shall conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - c. shall have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
 - d. shall be located on the roof as designated by the ARC unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ARC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory.
- 3.4. **Visibility.** A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio.
- 3.5. **Warranties.** A solar energy device shall not be installed on a lot in a manner that voids material warranties.
- 3.6. **Limitations.** A solar energy device is not permitted on a lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

Section 4. Storm and Energy Efficient Shingles. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing shingles that:

- a. are designed to:
 - (i) be wind and hail resistant;
 - (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
 - (iii) provide solar generation capabilities; and
- b. when installed:
 - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (ii) are more durable than and are of equal or superior quality to the shingles described below; and
 - (iii) match the aesthetics of the property surrounding the owner's property.

- 4.1. **ARC Approval.** In order to confirm the proposed shingles conform to the foregoing Guidelines, owners are encouraged to apply to the ARC for prior approval. The Association may require an owner to remove shingles that do not comply with these Guidelines.
- 4.2. **Regulations.** When installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Lakeside. In addition, the storm or energy efficient shingles must match the aesthetics of the lots surrounding the lot in question.

Section 5. Flags. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

The following Guidelines shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

- 5.1. **ARC Approval.** A flagpole that does not comply with all setbacks, above-ground flagpole stands and/or footings, and illumination under Section 5.6 must be approved by the ARC. Additionally, in order to confirm a proposed flagpole otherwise conforms to the following standards, owners are encouraged in all instances to apply to the ARC for prior approval. The Association may require an owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.
- 5.2. **Flag of the United States.** The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.
- 5.3. **Flag of the State of Texas.** The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.
- 5.4. **Flagpoles.**
 - a. Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a lot.
 - b. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
 - c. A flagpole attached to the residential dwelling or garage shall not exceed six (6) feet in length.
 - d. A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a

finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the lot on which it is located.

- e. A flagpole shall not be located in an easement or encroach into an easement.
- f. A freestanding flagpole shall not be located nearer to a property line of the lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration. Provided, with the prior written approval of the ARC, a freestanding flagpole may be located up to five feet (5') in front of the front building setback line for a lot. Any above-ground stands and/or footings also require prior ARC approval in accordance with Section 5.1.
- g. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- h. An owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- i. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- j. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ARC may require the installation of landscaping to screen the stand and/or footing from view.

5.5. Flags.

- a. Only the three (3) types of flags addressed in this Section shall be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in architectural guidelines adopted by the Association or as otherwise permitted by the Association.
- b. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the residential dwelling or garage shall be three (3) feet by five (5) feet.
- d. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- e. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- f. A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the residential dwelling or other structure on a lot or a fence, or be displayed in a window of the residential dwelling or other structure on a lot.

- 5.6. Illumination.** Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent lot or a street adjacent to the lot and does not otherwise unreasonably affect an adjacent lot.

- 5.7. **Noise.** An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

Section 6. Religious Items. Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument.

The following Guidelines shall be applicable to the display of religious items in Lakeside:

- 6.1. **ARC Approval.** As authorized by the Declaration and, therefore, allowed by Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved by the ARC.
- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a lot except on the entry door or door frame of the residential dwelling. A religious item shall not extend past the outer edge of the door frame.
- 6.3. **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- 6.4. **Content.** A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. **Limitation.** A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. **Color of Entry Door and Door Frame.** An owner or resident is not permitted to use a color for an entry door or door frame of the owner's or resident's residential dwelling or change the color of an entry door or door frame that is not authorized by the ARC.
- 6.7. **Other.** Notwithstanding the above provisions: (i) the ARC shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays as otherwise permitted in Lakeside.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was approved by a majority vote of the Board of Directors and ARC as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

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

TO CERTIFY which witness my hand this the 28TH day of December, 2011.

LAKESIDE IMPROVEMENT ASSOCIATION

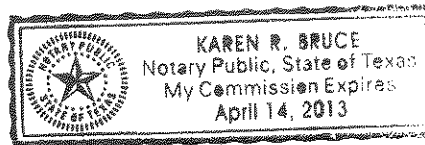
By: Anne Vachon, Secretary
Anne Vachon, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28TH day of December, 2011 personally appeared Anne Vachon, Secretary of Lakeside Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Karen R Bruce
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024



207789

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

DEC 30 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2011 DEC 30 PM 2:41

FILED

NOTICE
B

LAKESIDE IMPROVEMENT ASSOCIATION
PAYMENT PLAN POLICY RESOLUTION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, LAKESIDE IMPROVEMENT ASSOCIATION ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following Payment Plan Policy Resolution.

1. Owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy, subject to Section 11 below.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations.
3. All Payment Plans must be in writing on the Payment Plan Agreement form provided by the Association and signed by the Owner. The Owner shall be obligated to execute a Payment Plan Agreement which sets forward the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement and makes first payment and is accepted by the Association.
4. A Payment Plan becomes effective upon:

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- a. receipt of a fully completed and signed Payment Plan Agreement form; and
- b. receipt of the first payment under the plan; and
- c. acceptance by the Association as compliant with this Policy.

5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Request for Payment Plan.

- a. Total balance up to 2 times annual assessment ... up to 6 months;
- b. Total balance up to 3 times annual assessment ... up to 12 months; or
- c. Total balance greater than 3 times annual assessment ... up to 18 months.

6. A Payment Plan must include specified sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus all accrued interest.

7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

8. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:

- a. fails to return a signed Payment Plan form with the initial payment;
- b. misses a payment due in a calendar month;
- c. makes a payment for less than the agreed upon amount; or
- d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

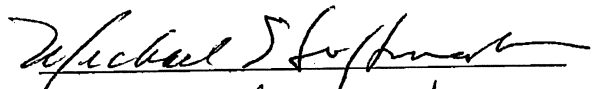
9. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.

10. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and Texas law.

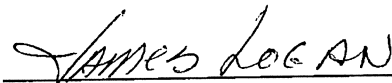
11. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two calendar (2) years.

The guidelines are effective upon adoption and recordation in the Public Records of Harris County, Texas and supersede any guidelines for payment plans which may have previously been in effect. Except as affected by Section 209.0062 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11TH day of November, 2014.



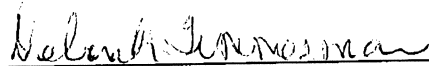
Printed name: MICHAEL HUFFMAN



Printed name: James Logan



Printed name: ROBERTA PERRY



Printed name: Deborah Timmerman



Printed name: Alan DeBarbieri

SECRETARY'S CERTIFICATE OF FILING

I, MARK H. HAY, certify that:

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

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to LAKESIDE IMPROVEMENT ASSOCIATION.

The attached instruments are 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.

Dated: NOVEMBER 13, 2014

Mark H. Hay, Secretary
LAKESIDE IMPROVEMENT
ASSOCIATION

1EE
1OR

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13TH day of November, 2014, by Mark Hay, Secretary of LAKESIDE IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Karen R Bruce
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Bartley & Spears, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

ER 063 - 63 - 1096

20140533287
Pages 5
11/26/2014 14:01:52 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 28.00

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

NOTICE
B

LAKESIDE IMPROVEMENT ASSOCIATION
GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, LAKESIDE IMPROVEMENT ASSOCIATION ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 14, 2013, to add Section 202.012 ("Section 202.012") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the community.

1. These Guidelines apply to the display of flags within the subdivision. The following flags shall be permitted in the subdivision ("Permitted Flags"):

- a. the flag of the United States, displayed in accordance with applicable provision of 4 U.S.C. Sections 5-10;
- b. the flag of the State of Texas, displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code; and
- c. the official flag or replica flag of any branch of the United States armed forces.

2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to the following, which shall be prohibited:

- a. flags for schools, sports teams, businesses or foreign countries; or
- b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
- c. historical versions of flags permitted in Section 1 above.

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3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association and its Architectural Review Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.

4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.

5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.

6. Permitted Flags shall be no larger than three feet (3') by five feet (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.

8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.

9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed. No flagpole attached to the structure may be located on any portion of the structure maintained by the Association.

10. Free-standing flagpoles must be at least twelve feet (12') tall and no taller than twenty feet (20'), including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

11. Free-standing flagpoles may not be installed in any location described below:

- a. in any location other than the Owner's property; or
- b. within a ground utility easement or encroaching into an aerial easement; or
- c. beyond the side or rear setback lines of a lot; or
- d. in a yard within a lot having a front building set back line with a setback of less than 15 feet extending the full width of the lot between the front lot


line and the front building set back line. The ARC must approve any flag pole installation within minimum setback for front of building.

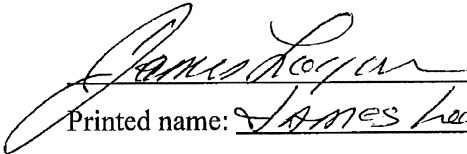
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. points towards the flag and face the main structure of the property or the center of the property if there is no structure; and
 - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

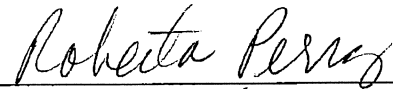
The guidelines are effective upon adoption and recordation in the Public Records of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.012 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.


[SIGNATURES ON FOLLOWING PAGE]

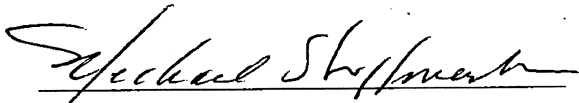
Approved and adopted by the Board on this 11th day of November, 2014.


Printed name: Alan DeBarbilibis


Printed name: James Logan


Printed name: ROBERTA PERRY


Printed name: Deborah Timmerman


Printed name: MICHAEL HOFFMASTER

ER 063 - 63 - 1090

SECRETARY'S CERTIFICATE OF FILING

I, MARK H. HAY, certify that:

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

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to LAKESIDE IMPROVEMENT ASSOCIATION.

The attached instruments are 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.

Dated: NOVEMBER 13, 2014

Mark H. Hay, Secretary
LAKESIDE IMPROVEMENT
ASSOCIATION

1EE
1OR

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13TH day of November, 2014, by Mark Hay, Secretary of LAKESIDE IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Karen R Bruce
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

AFTER RECORDING, RETURN TO:

Bartley & Spears, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

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ER 063 - 63 - 1092

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Pages 6
11/26/2014 14:01:52 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 32.00

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

NOTICE
B

LAKESIDE IMPROVEMENT ASSOCIATION
GUIDELINES FOR DROUGHT RESISTANT LANDSCAPING AND WATER
CONSERVING NATURAL TURF

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, LAKESIDE IMPROVEMENT ASSOCIATION("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2013, to amend Sections 202.007(a)(4); (d)(8); and (d-1) ("Section 202.007") thereto dealing with drought resistant landscaping or water conserving natural turf (referred to collectively as "drought resistant landscaping"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of drought resistant landscaping therein, it is appropriate for the Association to adopt guidelines regarding drought resistant landscaping.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Drought Resistant Landscaping or Water Conserving Natural Turf within the community.

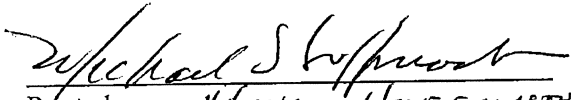
- a. Drought resistant landscaping may be installed with advance written approval of the Association subject to these guidelines.
- b. All such drought resistant landscaping must be installed on land owned by the property owner. No portion of the landscaping may encroach on adjacent properties or common areas.
- c. Prior to the installation of any drought resistant landscaping, an owner must submit a detailed description or plan for the installation of any such landscaping for review and approval by the Association to insure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision.
- d. The standard by which the installation of any such drought resistant landscaping is to be measured by the Association will be consistent with any and all existing architectural guidelines and/or landscape installation guidelines then in force and effect at the time of the application for installation of the drought resistant landscaping by an owner.

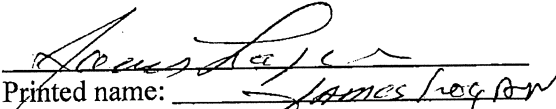
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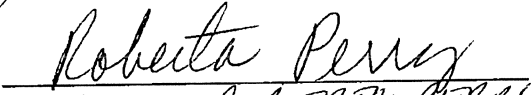
- e. The architectural guidelines for landscape installation and maintenance shall be consistent with and ensure maintaining the aesthetics and architectural harmony within the community.

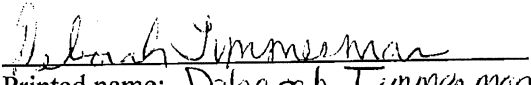
The guidelines are effective upon adoption and recordation in the Public Records of Harris County, and supersede any guidelines for drought resistant landscaping which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.


Approved and adopted by the Board on this 11TH day of November, 2014.


Printed name: MICHAEL HUFFMASTER


Printed name: JAMES LOGAN


Printed name: ROBERTA PERRY


Printed name: Deborah Timmerman


Printed name: Alan DeBorckers

SECRETARY'S CERTIFICATE OF FILING

I, MARK H. HAY certify that:

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

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to LAKESIDE IMPROVEMENT ASSOCIATION.

The attached instruments are 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.

Dated: NOVEMBER 13, 2014

Mark H. Hay, Secretary
LAKESIDE IMPROVEMENT
ASSOCIATION

1EE
1OR

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13TH day of November, 2014, by Mark Hay, Secretary of LAKESIDE IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Karen R Bruce
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Bartley & Spears, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

ER 063 - 63 - 1085

ER 063 - 63 - 1086

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 24.00

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