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529-92-3614

AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

Notice

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

12/28/99 091145773 0132608 137.00

WHEREAS, section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS, the Lochshire Maintenance Fund Inc. is a property owners' association as the term is defined in Title 11 of the Texas Property Code,

NOW THEREFORE, true copies of the following dedicatory instruments of the Lochshire Maintenance Fund Inc. and their amendments, if any, which have not been previously filed in the public records of Harris County, are attached hereto, including:

- (1) Articles of Incorporation
- (2) Bylaws
- (3) Change of Registered Agent
- (4) Annoyance and Nuisances Guidelines

FURTHER, other dedicatory instruments of the Lochshire Maintenance Fund Inc. have already been filed in the public records for Harris County including, but not limited to, the Declaration of Covenants, Conditions and Restrictions for the Lochshire Maintenance Fund Inc.

SIGNED on this 29th day of December 1999.

Lochshire Maintenance Fund Inc.

By *Nancy Thomas*

Name: Nancy Thomas
Title: Managing Agent

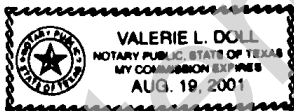
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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Thomas, whose position is managing agent for the Lochshire Maintenance Fund Inc., 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 purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29th day of December 1999.



Valerie L. Doll
Valerie L. Doll
Notary Public in and for the State of Texas
My Commission Expires August 19, 2001

After recording return to
C I A Services, Inc.
5616 FM 1900 East, Suite 190
Humble, Texas 77346



529-92-3615

ARTICLE 1396-9.01 REPORT

Pursuant to the provisions of article 9.01 of the Texas Non-Profit Corporation Act, the undersigned corporation hereby files its report setting forth:

- 1. The name of the corporation is Lochshire Maintenance Fund, Inc
- The corporation's charter number is 00 325 739 - 01
- 2. It is incorporated under the laws of Texas Non-Profit Corporation ACT
- 3. The address (including street or building address, city, state, and zip code) of the registered office of the corporation in the state of Texas is 5616 Fm. 1960 East, Suite 190 Humble, TX. 77346 - 2738
- 4. The name of its registered agent at such address is C I A Services Inc
- 5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is _____
- 6. The names and respective addresses of its directors and officers are:

NAME	ADDRESS (city and state)	OFFICE
<u>Wm. Sumpter Frazier</u>	<u>27127 Glencreek, Huffman, TX</u>	<u>President</u>
<u>Bruce Meyer</u>	<u>27311 Patton Way, Huffman, TX</u>	<u>Vice President</u>
<u>Bob Smith</u>	<u>27211 Capridge Dr, Huffman, TX</u>	<u>Sec./Treas.</u>
_____	_____	_____
_____	_____	_____

- 7. The foregoing information is given as of the date of the execution of this report.

Dated 9-22, 1995.

Lochshire Maintenance Fund, Inc.
Name of Corporation

By [Signature]
Its president
(Authorized Officer)

529-92-3616

**INSTRUCTIONS FOR FILING REPORT PURSUANT TO
ARTICLE 1396-9.01
(TEXAS NON-PROFIT CORPORATION ACT)**

1. The secretary of state is authorized to require non-profit corporations to file a report pursuant to article 1396-9.01 of the Texas Non-Profit Corporation Act. The secretary of state will mail a blank report to each Texas non-profit corporation and to each out-of-state non-profit corporation authorized to conduct affairs in Texas.
2. Each non profit corporation should file the report with the secretary of state within thirty days of mailing.
3. Filing Fee:
 - (a) If the report is filed within thirty days, the fee is \$5.
 - (b) If the report is not filed within thirty days, the corporation will forfeit its right to conduct affairs in Texas.
 - (c) After forfeiture of the right to conduct affairs, the fee increases by \$1 per month or part of a month for 120 days following the forfeiture.
 - (d) If the report is not filed within the 120 day period, the corporation will be involuntarily dissolved or its certificate of authority will be revoked.
 - (e) The corporation may be relieved from the involuntary dissolution or revocation by filing the 9.01 report with a filing fee of \$25.
4. The report, in duplicate, and the appropriate filing fee should be submitted to:

Secretary of State
Statutory Filings Division
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(512) 463-5582

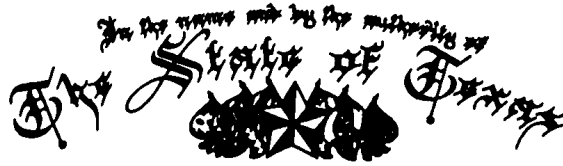
TDD: (800) 735-2989 FAX: 463-5709

Prior to signing, please read the statements on this form carefully. A person commits an offense under the Texas Business Corporation Act, the Texas Limited Liability Company Act or the Texas Non-Profit Corporation Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

700-0046
2-94

The Office of the Secretary of State does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

529-92-3617



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

LOCOMOTIVE MAINTENANCE FUND, INC.
CHAPTER NO 325739

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated JAN 1 19 73

Mark T. White
Secretary of State



529-92-3618

ARTICLES OF INCORPORATION
OF
LOCHSHIRE MAINTENANCE FUND, INC.

FILED
In the Office of the
Secretary of State of Texas
JUN 4 1978
[Signature]
State of Texas, Corporate Section

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is LOCHSHIRE MAINTENANCE FUND, INC.

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

1. To own, manage, maintain and operate any common properties and common areas in LOCHSHIRE SECTION ONE, a subdivision in Harris County, Texas;
2. To collect the maintenance assessments and charges as provided in the Declaration of Covenants and Restrictions for LOCHSHIRE SECTION ONE;
3. To provide, maintain and operate recreational facilities for the benefit of the members, including but not limited to, tennis courts, swimming pools, park areas, pavillion buildings and other types of recreational facilities;

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529-92-3619

- 4. To provide private garbage and trash collection services for the subdivision;
- 5. To encourage compliance on the part of all property owners with subdivision restrictions;
- 6. To provide street lighting facilities within the subdivision; and
- 7. To do and provide any and all other things necessary or desirable in the opinion of the Board of Trustees to provide and promote a clean, well cared for and maintained neighborhood for the benefit of the members of the subdivision.

ARTICLE V

The corporation shall have classes of membership as defined in the Declaration of Covenants and Restrictions for LOCHESHIRE SECTION ONE and the By-Laws of the corporation; and each member shall have such voting rights as are defined in the By-Laws of the corporation and the Declaration of Covenants and Restrictions for LOCHESHIRE SECTION ONE.

ARTICLE VI

The street address of the initial registered office of the corporation is 8989 Westheimer, Houston, Texas 77042 and the name of its initial registered agent at such address is J. K. Lyles.

ARTICLE VII

The number of trustees constituting the initial Board of Trustees of the corporation is three (3) and the name and address of the persons who are to serve as the initial trustees are:

<u>NAME</u>	<u>ADDRESS</u>
E. G. McMillan	8989 Westheimer Houston, Texas 77042
J. K. Lyles	8989 Westheimer Houston, Texas 77042
Adrian Kachel	8989 Westheimer Houston, Texas 77042

529-92-3620

ARTICLE VIII

The name and street address of each of the incorporators

is:

<u>NAME</u>	<u>ADDRESS</u>
Mary Flowers	1808 First City National Bank Bldg. Houston, Texas 77002
Jeanne Brock	1808 First City National Bank Bldg. Houston, Texas 77002
Joyce Long	1808 First City National Bank Bldg. Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set our hands this 31 day of May, 1973.

Mary Flowers
Mary Flowers

Jeanne Brock
Jeanne Brock

Joyce Long
Joyce Long

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MARY FLOWERS, JEANNE BROCK and JOYCE LONG, known to me to be the persons whose names are subscribed to the foregoing instrument, being first duly sworn, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of May, 1973.

Shelby Brackin
Notary Public in and for
Harris County, Texas

529-92-3621

ARTICLES OF INCORPORATION
OF
LOCHSIRE MAINTENANCE FUND, INC.

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is LOCHSIRE MAINTENANCE FUND, INC.

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

1. To own, manage, maintain and operate any common properties and common areas in LOCHSIRE SECTION ONE, a subdivision in Harris County, Texas;
2. To collect the maintenance assessments and charges as provided in the Declaration of Covenants and Restrictions for LOCHSIRE SECTION ONE;
3. To provide, maintain and operate recreational facilities for the benefit of the members, including but not limited to, tennis courts, swimming pools, park areas, pavillion buildings and other types of recreational facilities;

529-92-3622

- 4. To provide private garbage and trash collection services for the subdivision;
- 5. To encourage compliance on the part of all property owners with subdivision restrictions;
- 6. To provide street lighting facilities within the subdivision; and
- 7. To do and provide any and all other things necessary or desirable in the opinion of the Board of Trustees to provide and promote a clean, well cared for and maintained neighborhood for the benefit of the members of the subdivision.

ARTICLE V

The corporation shall have classes of membership as defined in the Declaration of Covenants and Restrictions for LOCHESIRE SECTION ONE and the By-Laws of the corporation; and each member shall have such voting rights as are defined in the By-Laws of the corporation and the Declaration of Covenants and Restrictions for LOCHESIRE SECTION ONE.

ARTICLE VI

The street address of the initial registered office of the corporation is 8989 Westheimer, Houston, Texas 77042 and the name of its initial registered agent at such address is J. K. Lyles.

ARTICLE VII

The number of trustees constituting the initial Board of Trustees of the corporation is three (3) and the name and address of the persons who are to serve as the initial trustees are:

<u>NAME</u>	<u>ADDRESS</u>
E. G. McMillan	8989 Westheimer Houston, Texas 77042
J. K. Lyles	8989 Westheimer Houston, Texas 77042
Adrian Rachel	8989 Westheimer Houston, Texas 77042

529-92-3623

ARTICLE VIII

The name and street address of each of the incorporators

is:

NAME	ADDRESS
Mary Flowers	1808 First City National Bank Bldg. Houston, Texas 77002
Jeanne Brock	1808 First City National Bank Bldg. Houston, Texas 77002
Joyce Long	1808 First City National Bank Bldg. Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set our hands this 31 day of May, 1973.

Mary Flowers

 MARY FLOWERS

Jeanne Brock

 JEANNE BROCK

Joyce Long

 JOYCE LONG

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MARY FLOWERS, JEANNE BROCK and JOYCE LONG, known to me to be the persons whose names are subscribed to the foregoing instrument, being first duly sworn, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of May, 1973.

Abelina Beadix

 ABELINA BEADIX, Notary Public in and for
 Harris County, Texas

529-92-3624

LOCHSHIRE MAINTENANCE FUND
c/o C.I.A. SERVICES, INC.
5616 F.M. 1960 East, Suite 190
Humble, Texas 77346

(281) 852-1700

ANNOYANCE AND NUISANCES GUIDELINES

Article I, Section E - Annoyance and Nuisances

Find the following Guidelines in addition to the present guidelines set forth in Article I, Section E, of the Deed Restrictions of the Lochshire Maintenance Fund.

1. Basketball Poles should be maintained and in good repair. They should be installed in a location which would help to minimize the possibility of vehicles parked in neighboring driveways being hit by balls.
2. No foil in windows; film may be used as long as it is neat and has no bubbles or creases.
3. Firewood may be stored on the side of the house by the side door as long as it is kept neat. This provision is effective only during the winter months, then it must be stored out of sight from the street.
4. Animal houses should not be seen from the street.
5. Bar-B-Que pits and smokers shall not be visible from the street.
6. Mailboxes should not be rusted and must be standing.
7. House numbers must always be in good repair.
8. Fence slats, sections and, gates must be intact and in good condition. All fences must be completed. Broken or missing fence slats must be repaired.
9. The exterior of the home must be kept in good repair, paint cannot be faded or chipped, gutters must be securely attached to the home, garage doors must be kept intact and in good working order, windows cannot be broken, cracked or taped.
10. Christmas lights may not be put up before November 15 and must come down by January 15 of each year.

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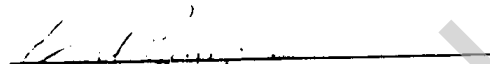
**Lochshire Maintenance Fund
Noyance and Nuisances Guidelines - continued**

- 11. Lawns must be well maintained and edged. Shrubs must be trimmed and flower beds kept weeded and cleaned.
- 12. Vehicles may not be parked on lawn. Vehicles with expired tags and inspection stickers must be stored out of public view.
- 13. Clothelines are not allowed in public view.

Adopted this 20th day of May, 1997.


 William Sumpter Frazier, President
 Lochshire Maintenance Fund

Attested By:


 Carl Payne, Secretary
 Lochshire Maintenance Fund

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529-92-3626

LOCHSHIRE MAINTENANCE FUND, INC.
BY-LAWS
(1971)

ARTICLE I
Offices and Agent

The principal office of the corporation in the State of Texas shall be located in the County of Harris. The registered office of the corporation required by the Texas Non-Profit Corporation Act to be maintained in the State of Texas, but need not be identical with the principal office in the State of Texas and the address of the registered office may be changed from time by the Board of Trustees. The registered agent of the corporation may be changed from time to time by the Board of Trustees. The address of the initial registered office of the corporation shall be 8989 Westheimer, Houston, Texas, and the name of the initial registered agent of the corporation at such address shall be J. K. Lyles.

ARTICLE II.
Members

SECTION I. After January 1, 1975, the members of this corporation shall be the owners of the lots in the applicable subdivision as defined in the Articles of Incorporation.

SECTION II. Annual Meeting. The annual meeting of the membership shall be held on the 2nd day of January in each year, beginning with the year 1975, at the hour of 8:00 PM, for the purpose of electing Trustees and for the transaction of such other business as may become before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Trustees shall not be held on the day designated herein for any annual meeting of the membership or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the membership as soon thereafter as convenient.

SECTION III. Voting. Each lot in the subdivision shall be entitled to one (1) vote at any and all meetings of the members.

SECTION IV. Quorum. In order to constitute a quorum at any meeting, at least ten (10) percent of the voting members of this corporation (one [1] per lot) must be present or represented by proxy.

SECTION V. Special Meetings. Special meetings may be called by any two (2) of the Trustees or by ten (10) percent of the voting members of the corporation; and written or printed notices stating the place, date, hour and purpose for which the meeting is called shall be delivered not less than fifty (50) days before the date of the meeting by mail or by or at the direction of the person or persons calling the meeting to each member entitled to vote at such meeting.

ARTICLE III.
Board of Trustees

SECTION I. General Power. The business and affairs of the corporation shall be managed by its Board of Trustees.

SECTION II. Number, Tenure and Qualification. Until January 1, 1975, or their resignation prior to said date, the Trustees of the corporation shall be those named in the Articles of Incorporation. Thereafter, the Board of Trustees shall be composed of three (3) Trustees who shall be either residential owner-occupancy of a lot in an applicable subdivision or an officer of a corporation, partner in a partnership or individual owning and developing one or more lots in the subdivision; and each such Trustee shall be elected at an annual meeting of members or at a special meeting of the members called for such purpose and shall hold office until their successors have been duly elected and qualified.

SECTION III. Regular Meetings. A regular meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of members. The Board of Trustees by resolution may set the time and place with Houston, TX, for the holding

529-92-3627

of additional regular meetings without other notice than such resolution.

SECTION IV. Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of the President or any two (2) Trustees. The person or persons authorized to call special meetings of the Board of Trustees may fix any place within the City of Houston, TX as the place for holding any special meeting of the Board of Trustees called by them.

SECTION V. Notice. Notice of any special meeting shall be given at least two (2) days prior thereto by a written notice delivered personally or mailed to each Trustee at his home address. If mailed, such notice shall be deemed delivered when deposited in the United States Mail, so addressed, with postage thereon prepared. Any Trustee may waive notice of any meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Trustees need be specified in the notice or waiver of notice of such meeting.

SECTION 6. Quorum. A majority of the number of Trustees fixed by Section 2 of this article III shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees.

SECTION 7. Vacancies. The vacancy occurring in the Board of Trustees may be filled by the affirmative vote of a majority of the remaining Trustees, though less than a quorum of the Board of Trustees. A Trustee elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A vacancy shall be deemed to exist by reason of the death, resignation, failure or refusal to act by the person elected.

SECTION 8. Removal. The entire Board of

Trustees or any individual Trustee may be removed from office without assigning any cause by the vote of a majority of all members of the corporation. In case the entire Board or any one or more of the Trustees are so removed, new trustees may be elected at the same meeting for the unexpired term of the Trustee or Trustees so removed.

**ARTICLE IV.
OFFICERS**

SECTION 1. The officers of the corporation shall be President, a Vice-President, A Secretary, and a Treasurer, each of whom shall be elected by the Board of Trustees. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Trustees. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION 5. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Trustees, shall in general supervise and control all activities and affairs of the corporation. He shall, when present, preside at all meetings of the members and Board of Trustees. He may sign, with the Secretary or any other proper officer of the corporation thereunto duly authorized by the Board of Trustees, any notes, bonds, contracts or other instruments which the Board of Trustees has authorized to be executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

SECTION 6. Vice President. In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such duties as may from time to time be assigned to him by the President or by the Board of Trustees.

SECTION 7. Secretary. The Secretary shall: (a) keep minutes of the meetings of members and of the Board of Trustees in one or more

529-92-3628

books provided for such purpose; (b) see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; (c) be custodian of the corporate records of the corporation; (d) keep a membership roll of the members of the corporation; (e) sign with the President or Vice President any instruments as authorized by resolution of the Board of Trustees; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

SECTION 8. Treasurer. If required by the Board of Trustees, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Trustees shall determine. He shall: (a) have charge and custody and be responsible for all funds of the corporation, receive and give receipts for moneys due and payable to the corporation and any source for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these By-Laws; and (b) in general perform all of the duties as from time to time may be assigned to him by the President or by the Board of Trustees.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Trustees and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Trustee of the Corporation.

ARTICLE V.
Contracts, Loans, Checks and Deposits

SECTION 1. Contracts. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation of the corporation, and no evidence of indebted-

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ness shall be issued in its name, unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc.. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

ARTICLE VI.
Procedure

Meetings of members and of the Board of Trustees shall be conducted in accordance with the procedure as contained in Robert's Rules of Order to the extent applicable.

ARTICLE VII.
Amendments

Amendments of these By-Laws shall be adopted at an annual or special meeting of the members by a vote of a majority of all members of the corporation in person or by proxy.

FILED
1599 DEC 30 PM 12:45
COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDERS MEMORANDUM
AT THE TIME OF FILING THIS INSTRUMENT THE COUNTY CLERK'S OFFICE WAS ADVISED TO REPRODUCE THIS INSTRUMENT FOR THE COUNTY ARCHIVES BECAUSE OF LEGIBILITY CONCERN OR PHOTO COPY, DISCOLORED PAPER, ETC.

529-92-3629

ANY PROVISION HEREIN WHICH VIOLATES THE PUBLIC POLICY, AS SET UP BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, IS HEREBY REPEALED AS TO SUCH VIOLATION AND UNENFORCEABLE AS TO SUCH VIOLATION.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that the instrument was FILED to the Public Records on the 30th day of December, 1999, and the same is a true and correct copy of the original instrument as recorded in the Public Records of Harris County, Texas at

DEC 30 1999



George A. Ryan
COUNTY CLERK
HARRIS COUNTY TEXAS

MANAGEMENT CERTIFICATE

20080020896
01/14/2008 RP2 \$16.00

STATE OF TEXAS)(
COUNTY OF HARRIS)(

KNOW ALL BY THESE PRESENTS:

WHEREAS section 209.004 of the Texas Property Code requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS the Lochshire Maintenance Fund Inc. is a property owners' association as defined in section 209.003 of the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, the following information is provided to meet the requirements of section 209.004 of the Texas Property Code and supersedes all previous management certificates, if any.

Name of Association: Lochshire Maintenance Fund Inc.

Name of Subdivision: Lochshire, section 1

Recording Data for Declaration for Subdivision: Filed: 01/06/71 Clerk File No: D432137

Management Company for Association: C.I.A. Services, Inc. 8811 FM 1960 Bypass Road, Suite 200 Humble, Texas 77338 Phone: 281-852-1700 Fax: 281-852-4861

EXECUTED on this 4th day of January, 2008.

Signature: Shelly Brady By: Shelly Brady Title: C.I.A. Services, Inc., Managing Agent for Lochshire Maintenance Fund Inc.

STATE OF TEXAS)(
COUNTY OF HARRIS)(

This instrument was acknowledged before me on this 4th day of January, 2008 by Shelly Brady.

Signature: Angela Thomas By: Angela Thomas Title: Notary in and for the State of Texas My commission expires on 03/27/10

Return to: C.I.A. Services, Inc. 8811 FM 1960 Bypass Road, Suite 200 Humble, Texas 77338 Phone: 281-852-1700 Fax: 281-852-4861



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 its number Sequence on the date and at the place stated herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 14 2008



County Clerk Signature: County Clerk, Harris County, Texas

FILED FOR RECORD 8:00 AM

JAN 14 2008

County Clerk Signature: County Clerk, Harris County, Texas

20090520489
11/16/2009 RP2 \$16.00

**MANAGEMENT CERTIFICATE FOR
LOCHSHIRE MAINTENANCE FUND INC.**

STATE OF TEXAS))
COUNTY OF HARRIS))

WHEREAS section 209.004 of the Texas Property Code requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS the Lochshire Maintenance Fund Inc. is a property owners' association as defined in section 209.003 of the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, the following information is provided to meet the requirements of section 209.004 of the Texas Property Code and supersedes all previous management certificates, if any.

<u>Name of Subdivision</u>	County Recording Data	County Recording Data	<i>(2)</i> <i>lee</i>
	<u>File Date</u> <u>Clerk File No</u>	<u>File Date</u> <u>Clerk File No</u>	
Lochshire section 1	01/06/71 D432137	06/08/71 D342872	

Name and Mailing Address of the Association	Lochshire Maintenance Fund Inc. c/o C.I.A. Services, Inc. 8811 FM 1960 Bypass Road, Suite 200 Humble, Texas 77338	<i>lee</i>
Name and Address of Its Designated Representative	C.I.A. Services, Inc. 8811 FM 1960 Bypass Road, Suite 200 Humble, Texas 77338 Phone: 281-852-1700 Fax: 281-852-4861	

EXECUTED on this 10th day of November, 2009.

Signature: *Annette Escareno*
 By: Annette Escareno
 Title: C.I.A. Services, Inc., Managing Agent for
 Lochshire Maintenance Fund Inc.

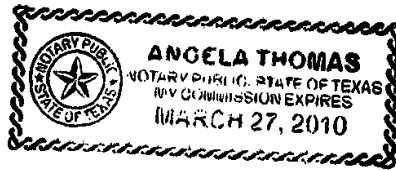
STATE OF TEXAS))
COUNTY OF HARRIS))

This instrument was acknowledged before me on this 10th day of November, 2009 by Annette Escareno.

Signature: *Angela Thomas*
 By: Angela Thomas
 Title: Notary in and for the State of Texas
 My commission expires on 03/27/10

Return to: C.I.A. Services, Inc.
8811 FM 1960 Bypass Road, Suite 200
Humble, Texas 77338

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number hereon on this date and at this stamped location by me, and was duly RECORDED in the Official Public Records of said Property of Harris County Texas on:



NOV 16 2009



Craig A. Raymond
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

NOV 16 2009

Douglas R. Raymond
County Clerk, Harris County, Texas

S
Amend
K

AMENDMENT TO RESTRICTIONS
LOCHSHIRE, SECTION ONE
REGARDING MAXIMUM ANNUAL ASSESSMENT

20110486234
11/18/2011 RPT 132.00

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, WHEREAS, the Restrictions, Lochshire, Section One for the Lochshire Subdivision (the "Restrictions"), recorded under Harris County Clerk's File No. D432137, previously constituted the Restrictions for the Lochshire, Section One subdivision in Harris County, Texas, and the Lochshire Maintenance Fund, Inc. ("Lochshire");

WHEREAS, Lochshire would like to provide the Board the ability to enact uniform assessment increases as needed; and

WHEREAS, Lochshire, desires to amend the above document as hereinafter set forth to accomplish the above stated goal; and

WHEREAS, all members of Lochshire have been provided written notice of this proposed amendment; and

WHEREAS, the amendment of the Restrictions, as set forth below has been approved by the signatures of those Owners constituting the ownership of not less than sixty-seven percent (67%) of all land within Lochshire, Section One, in compliance with the current version of the provisions being amended and Section 204.005 of the Texas Property Code, as evidenced by their signatures attached to this document;

NOW THEREFORE, pursuant to the above recitals, the Board of Directors and the members of Lochshire hereby amend the provisions of the Declaration to adopt, establish and impose upon the subdivision and Lochshire, the following amendment:

1. The second paragraph under the section of the Restrictions entitled ANNUAL MAINTENANCE FUNDS which had previously read as follows:

This charge shall be payable to the "LOCHSHIRE MAINTENANCE FUND, INC.", a Texas non-profit corporation, annually, in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by Westchester Development Company. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from Westchester Development Company against the residential plot conveyed by any such deed, which Lien shall be reserved in favor of "Lochshire Maintenance Fund, Inc.", its successors and assigns. The initial amount of the

200-88-0022
079-88-070
079-88-070

Maintenance Fund Charge shall be two hundred thirty-five (\$235.00) Dollars per year: and such Maintenance Charge may be adjusted from year to year by Lochshire Maintenance Fund, Inc., as the needs of the subdivision may require. The amount of the Maintenance Charge may be increased by the Board of Trustees in an amount not to exceed 10% of the total assessment if a majority of the board so votes in favor but may not exceed the maximum total of three hundred Dollars (\$300.00) without a vote of the Members of Lochshire. Such increase or increases shall be evidenced by an instrument duly executed and acknowledged by a majority of the Trustees and placed of record in the office of the County Clerk. Subsequent adjustment in the amount of the Maintenance Chare shall be recommended by the Trustees to the Members, and shall become effective at such time as 67% of the lots in the subdivision have been voted in favor of such adjustment.

Is hereby amended to provide as follows:

This charge shall be payable to the "LOCHSHIRE MAINTENANCE FUND, INC.", a Texas non-profit corporation, annually, in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by Westchester Development Company. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from Westchester Development Company against the residential plot conveyed by any such deed, which Lien shall be reserved in favor of "Lochshire Maintenance Fund, Inc.", its successors and assigns. The initial amount of the Maintenance Fund Charge shall be Two Hundred Thirty-Five and No/100 (\$235.00) Dollars per year and such Maintenance Charge may be adjusted from year to year by Lochshire Maintenance Fund, Inc., as the needs of the subdivision may require, but there shall be no increase in any one year in excess of 10% of the prior year's assessment up to a maximum total assessment of three hundred dollars (\$300.00) without the vote of a majority of the Members of Lochshire. Such increase shall be evidenced by minutes of the meeting of Trustees at which such increase was approved or a consent to action signed by a majority of the Trustees indicating the vote for such increase, duly recorded in the books and records of Lochshire.

IN WITNESS THEREOF, this is executed as of the 17th day of November, 2011.

LOCHSHIRE MAINTENANCE FUND, INC.

102


By: William Joseph [Signature]
William Joseph [Signature] President

Attest: Bruce Meyer [Signature]
Bruce Meyer, Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William Sumpter Frazier President of the Lochshire Maintenance Fund, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

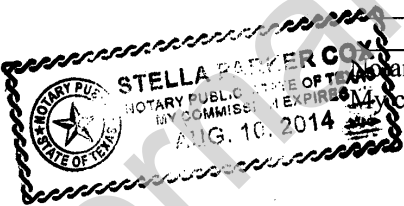
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of November 2011.

 SP Cox
Notary Public, State of Texas
My commission Expires:

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Meyer, Secretary of the Lochshire Maintenance Fund, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of November, 2011.

 SP Cox
Notary Public, State of Texas
My commission Expires:

Return To:
William Sumpter Frazier
27127 Glencreek
Huffman, Tx 77336

**AFFIDAVIT IN SUPPORT OF
AMENDMENT TO RESTRICTIONS
LOCHSHIRE, SECTION ONE
REGARDING MAXIMUM ANNUAL ASSESSMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, on November 2, 2011, a meeting of the residents of Lochshire Subdivision was held for the purpose of amending the Restrictions for the Lochshire, Section One subdivision in Harris County, Texas, and the Lochshire Maintenance Fund, Inc. ("Lochshire"). Your Affiant(s) so swear and aver as follows:

1. All members of Lochshire were provided written notice of the proposed amendment; and
2. The meeting was called to order and a quorum obtained; and
3. The amendment of the Restrictions were approved by the signatures of those Owners constituting the ownership of not less than sixty-seven percent (67%) of all land within Lochshire, Section One; and
4. Your Affiant aided the tabulation of the vote of members of Lochshire and confirmed that that the signatures of those Owners constituting the ownership of not less than sixty-seven percent (67%) of all land within Lochshire, Section One was obtained.

IN WITNESS THEREOF, this is executed as of the 10th day of November, 2011.

LOCHSHIRE MAINTENANCE FUND, INC.

By: Annette Escarenio
Annette Escarenio
Affiant

By: Yvonne Alexander
Yvonne Alexander
Affiant

Attest: Berna Meyer
Berna Meyer, Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Annette Escarenio, the above listed affiants, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of NOVEMBER, 2011.

Angela Thomas
Notary Public, State of Texas
My commission Expires:

Attest: Berna Meyer
Berna Meyer, Secretary

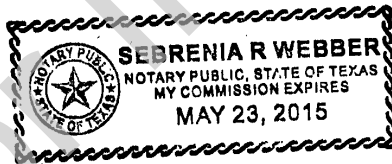
STATE OF TEXAS §
§
COUNTY OF HARRIS §



BEFORE ME, the undersigned authority, on this day personally appeared Yvonne Alexander, the above listed affiants, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of November, 2011.

Sandra Weber
Notary Public, State of Texas
My commission Expires:



ANY PROMISION 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

Return to:
William Sumpter Frazier
27127 Glenecreek
Huffman, TX 77336



NOV 18 2011

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2011 NOV 18 AM 8:22

FILED

20110530616
12/20/2011 RP1 \$24.00

3
note
w

**LOCHSHIRE MAINTENANCE FUND INC.
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, the Lochshire Maintenance Fund Inc. ("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 17, 2011, to add Section 202.011 ("Section 202.011") 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 ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official 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:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control 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 foot (3') by five foot (5') in size.

Lochshire Maintenance Fund Inc.
Guidelines for Display of Flags
Page 2 of 3

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.
10. Free-standing flagpoles may be up to twenty feet (20') tall, 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:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
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:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. 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.

Lochshire Maintenance Fund Inc.
Guidelines for Display of Flags
Page 3 of 3

- 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 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 202.007(d) 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 15th day of December 2011.

FILED FOR RECORD
8:00 AM

DEC 20 2011

Stan Stewart
County Clerk, Harris County, Texas

Wm Sumpter Frazier
Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

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lee*

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

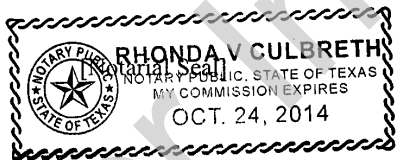
Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15 day of December, 2011.

Rhonda V Culbreth
Notary Public, State of Texas

Rhonda V Culbreth
Printed Name

My commission expires: Oct 24, 2014



Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

2011-12-20 14:47:28

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

DEC 20 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

3
Notice

LOCHSHIRE MAINTENANCE FUND INC. 20110530619
GUIDELINES FOR SOLAR ENERGY DEVICES 12/20/2011 RPI \$24.00

w

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Lochshire Maintenance Fund Inc. ("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 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; 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 solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means 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 energy. 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.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee. Subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and

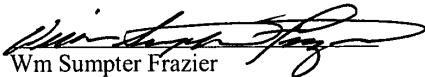
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Lochshire Maintenance Fund Inc.
Guidelines for Solar Energy Devices
Page 2 of 3

- e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 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 15th day of December 2011.


Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

*lon
lee*

Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

Lochshire Maintenance Fund Inc.
Guidelines for Solar Energy Devices
Page 3 of 3

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

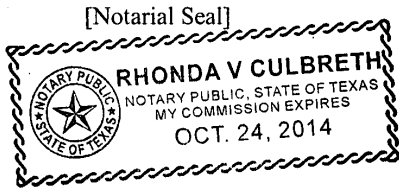
Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15 day of December, 2011.

Rhonda V Culbreth
Notary Public, State of Texas

Rhonda V Culbreth
Printed Name

My commission expires: Oct 24 2014



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

FILED FOR RECORD
8:00 AM

DEC 20 2011

Stan Stewart
County Clerk, Harris County, Texas

DEC 20 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

LOCHSHIRE MAINTENANCE FUND INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

20110530420
12/20/2011 RPT \$20.00

2
Notice
w

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

WHEREAS, the Lochshire Maintenance Fund Inc. ("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, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); 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 Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Rainwater Recovery Systems within the community.

- 1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
a. placement behind a solid fence, a structure or vegetation; or
b. by burying the tanks or barrels; or
c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
a. the barrel must not exceed 55 gallons; and
b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

2011-05-30 11:20:00 AM

Lochshire Maintenance Fund Inc.
Guidelines for Rainwater Recovery Systems
Page 2 of 2

5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for rainwater recovery systems 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 15th day of December 2011.

Return filed documents to: C.I.A. Services, Inc. 8811 FM 1960 Bypass Road Suite 200 Humble TX 77338	✓✓
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[Signature]
Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

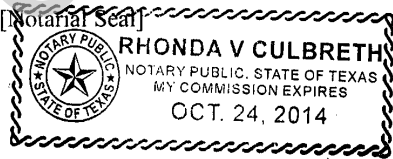
Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15 day of December, 2011.

[Signature]
Notary Public, State of Texas

Rhonda V Culbreth
Printed Name

My commission expires: Oct 24 2014



FILED FOR RECORD
8:00 AM

DEC 20 2011

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas.

DEC 20 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Lochshire Maintenance Fund Inc.
Records Production and Copying Policy
Page 2 of 4

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

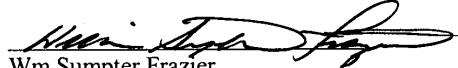
Lochshire Maintenance Fund Inc.
Records Production and Copying Policy
Page 3 of 4

- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Lochshire Maintenance Fund Inc.
Records Production and Copying Policy
Page 4 of 4

Approved and adopted by the Board on this 15th day of December 2011.

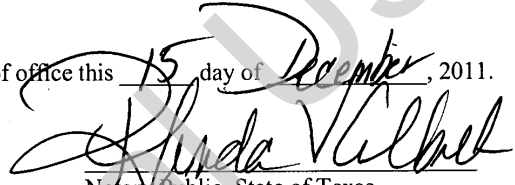

Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

*for
lu*

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

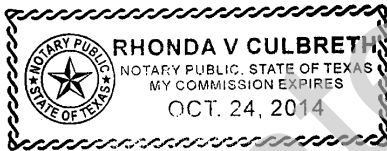
Given under my hand and seal of office this 15 day of December, 2011.


Rhonda V Culbreth
Notary Public, State of Texas

[Notarial Seal]

Printed Name

My commission expires: Oct 24 2014



FILED FOR RECORD
8:00 AM

DEC 20 2011

Stan Stewart
County Clerk, Harris County, Texas

Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

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 20 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

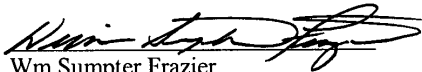
Lochshire Maintenance Fund Inc.
Payment Plan Policy
Page 2 of 3

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; or
 - b. misses a payment due in a calendar month; or
 - 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.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.
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 the 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 (2) years.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, 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 18th day of December 2011.


Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

*for
lee*

Lochshire Maintenance Fund Inc.
Payment Plan Policy
Page 3 of 3

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15 day of December, 2011.

Rhonda V Culbreth
Notary Public, State of Texas

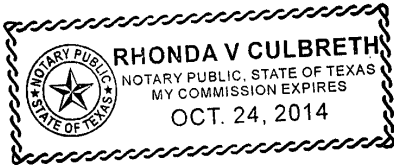
Printed Name

Rhonda V Culbreth

My commission expires:

Oct 24 2014

[Notarial Seal]



Return filed documents to:
C.I.A. Services, Inc. ✓
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

FILED FOR RECORD
8:00 AM

DEC 20 2011

Stan Stewart
County Clerk, Harris County, Texas



DEC 20 2011

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Lochshire Maintenance Fund Inc.
Document Retention Policy
Page 2 of 2

- h. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - i. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, 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 17th day of December 2011.

Return filed documents to: C.I.A. Services, Inc. 8811 FM 1960 Bypass Road Suite 200 Humble TX 77338
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Wm Sumpter Frazier
Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

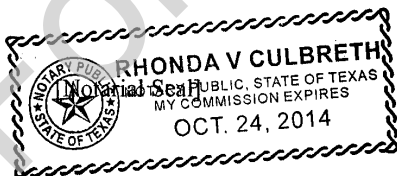
*for
lee*

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15 day of December, 2011.



Rhonda V Culbreth
Notary Public, State of Texas

Rhonda V Culbreth
Printed Name

My commission expires: Oct 24 2014

FILED FOR RECORD
8:00 AM

DEC 20 2011

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas.

DEC 20 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS



1688-83-891

FILED FOR RECORD
8:00 AM

SEP 20 2013

Stan Stant
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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

SEP 20 2013



Stan Stant
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-456521

6. Name, mailing address, telephone number and email address of the person managing the association or its designated representative.

C.I.A. Services, Inc.
18333 Timber Forest Drive
Humble, TX 77346

Telephone: 713-981-9000
Email: CustomerCare@ciaservices.com

7. Website address of any internet website on which the association's dedicatory instruments are available.

www.ciaservices.com

8. Amount and description of a fee or fees charged by the association relating to a property transfer in the subdivision.

The following fees may be charged relating to a property transfer. Those marked as optional are only required if the document or service is requested by the buyer, seller or their agents, the lender, title company or other associated with the property transfer.

Fee	Amount	Description
Transfer Fee	\$175	Collected at closing if the property actually transfers
Assessment Quote	\$75	Verification of fees due to Association
Quote Update	\$35	Optional: update to assessment quote within 30 days
Resale Certificate	\$375	Optional: package in compliance with Code
Resale Certificate Update	\$75	Optional: update to resale certificate within 180 days
Compliance Inspection	\$100	Optional: onsite inspection for resale certificate, if required
Compliance Reinspection	\$100	Optional: reinspection for initial non-compliance, if needed
Lender Questionnaire	\$200	Optional: document requested by some lenders for loan
Standard Response Time	\$0	No later than 10 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires
Rush Request	\$75	Optional: within 5 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires
Expedited	\$150	Optional: within 2 business days additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires

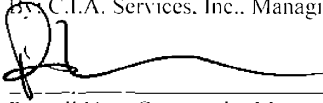
9. Other information the association considers appropriate.

- New owners are encouraged to provide email addresses and/or cell phone numbers to Association representative in #6 above in order to receive emails and/or text messages with Association news, alerts and meeting announcements. Communication preferences may be updated at any time.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the association, as well as performing a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision/association. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.

EXECUTED on this 9 day of August, 2021.

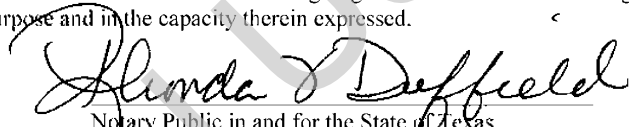
Lochshire Maintenance Fund Inc.
By: C.I.A. Services, Inc., Managing Agent



Russell Upp, Community Manager

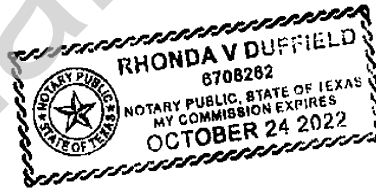
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 9 day of August, 2021 personally appeared Russell Upp, Community Manager for C.I.A. Services, Inc., Managing Agent for Lochshire Maintenance Fund Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

After recording, please return to:
C.I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178



RP-2021-456521

RP-2021-456521

RP-2021-456521
Pages 4
08/11/2021 01:42 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**Lochshire Maintenance Fund Inc.
TPC 209 HEARINGS PROCEDURE**

STATE OF TEXAS
COUNTY OF HARRIS

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§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS various sections of Chapter 209 of the Texas Property Code ("Code" or "TPC") provides opportunities for property owners to have a hearing before the Board of Directors of their property owners' association to appeal, discuss and verify facts and resolve matters in issue; and

WHEREAS Lochshire Maintenance Fund Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations") as listed in the most recent management certificate for the Association filed in the official public records of Harris County; and

WHEREAS, the Board of Trustees ("Board") of the Association desires to create clear guidelines in compliance with the Code to assist property owners in understanding the steps to initiate a hearing and hearing process that will follow;

NOW, THEREFORE, the Board has duly adopted this *TPC 209 Hearings Procedure*:

- (1) **Right to Hearing.** A property owner is entitled to a hearing under the Code:
 - a. after disapproval by the Association's architectural review authority ("ARA") of an owner's application for the construction of improvements on their property;
 - b. prior to the Association taking enforcement action against an owner for a curable violation;
 - c. prior to the Association filing a lawsuit against an owner other than a suit to collect a regular or special assessment or foreclose under an Association's lien;
 - d. prior to the Association charging an owner for property damage;
 - e. prior to the Association levying a fine for a violation of terms of any dedicatory instrument of the Association; or
 - f. prior to the Association suspending an owner's right to use a common area.

Hearings under this section do not apply if the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action.

Hearings under this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

- (2) **Notice for ARA Disapproval.** In the case of an ARA disapproval, written notice must be given to the owner by certified mail, hand delivery or electronic delivery. The notice must:
 - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and

RP-2021-628142

- b. inform the owner that the owner may request a hearing on or before the 30th day after the date the disapproval notice was mailed or delivered to the owner.

(3) **Notice Prior to Enforcement Action.** In all other cases in section 1 above, prior to such enforcement action, notice must be given to the owner by certified or verified mail describing the violation or property damage that is the basis for the enforcement action. Such notice must:

- a. provide a reasonable cure period with a specific date to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety;
- b. inform the owner that they may have special rights or relief under federal law including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the owner is serving on active military duty; and
- c. inform the owner that the owner may request a hearing on or before the 30th day after the notice was mailed to the owner;

If the owner has previously been given notice under his section within the last six (6) months and the opportunity to exercise any rights available under this section, no further notice is required before enforcement action may be taken.

For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

For purposes of this section, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this section, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

By way of example, the following acts are considered incurable:

- a. shooting fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. damage to property owned or maintained by the association; and
- e. holding a garage sale or other event prohibited by a dedicatory instrument.

By way of example, the following acts are considered curable:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

(4) **Request a Hearing.** To request a hearing, an owner must make a written request which specifies the matter from section 1 above for which the hearing is requested. The request must include a description of the issues in dispute, the basis for dispute and the owner's desired outcome from the hearing. Such request must be mailed, hand delivered or electronically delivered to the Association's address on the most recently filed management certificate. Because the hearing steps begin upon receipt of such request by the Association, the owner should verify receipt by Association if no response is received within a reasonable timeframe.

(5) **Hearing Date.** Hearings must be held not later than the 30th day after the date the Association receives the owner's request for a hearing. However, the Association or the owner may request a postponement which shall be granted for a period of not more than ten (10) days. Additional

RP-2021-628142

postponements may be granted by agreement of both parties.

Not later than the 10th day before the date of the hearing, the Association must notify the owner in writing of the date, time, and place of the hearing. In addition, not later than the 10th day before the date of the hearing, the Association must provide the owner a packet containing all documents, photographs and communications relating to the matter that the Association intends to introduce at the hearing. Such notice and packet may be provided by mail, hand delivery or electronic delivery.

As provided under Code section 209.051, all hearings will be held with the Board at a duly called meeting where notice is provided to the members. All hearings will be held in closed executive session.

- (6) **Attendance at Hearing.** On behalf of the Association, the Board, their designated representative, and if related to an ARA disapproval and if invited by the Board, a representative of the ARA may attend the hearing. On behalf of the owner, the owner and the owner's designated representative may attend the hearing.

If the owner desires to be represented by their attorney at the hearing, the owner must notify the Association in writing at least ten (10) days in advance so the Association's attorney may also be present. If attorneys are present, each party must pay their own legal fees related to their attorney's preparation, attendance and immediate follow-up to the hearing.

If the owner is not able to attend the hearing but will send a representative, the owner must inform the Association of the name of the person who has authority to be their designated representative at the hearing prior to the start of the Board meeting in which the hearing will be held. If such advance notice is not possible then the designated representative may provide written evidence that they have authority to represent the owner at the hearing.

If the owner or their designated representative does not attend the hearing as scheduled, the Association will have satisfied its obligation under the Code to offer a hearing to the owner.

- (7) **During the Hearing.** The Association may set a reasonable duration for the hearing giving adequate time to the topic at hand. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

The Board may ask clarifying questions of the owner or their designated representative to better understand their position or request.

Either party may make an audio recording of the hearing by announcing that an audio recording is being made. The recording device should be placed in a position such that all voices can be heard and recorded.

- (8) **After the Hearing.** After the hearing is concluded, the owner and their designated representative will leave the hearing so the Board may continue their executive session to discuss and consider the information presented. If needed, the Board made take any action authorized under the Association's dedicatory instruments or the Code. Any such decisions shall be made after returning to the open portion of the Board meeting with appropriate discretion with regard to confidential information.

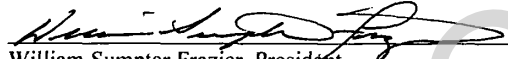
RP-2021-628142

Normally within ten (10) days after the hearing, the Association will provide the owner with a written notice with their decision, if any, regarding the matter of the hearing.

This procedure is effective upon recordation in the Public Records of Harris County and supersedes any TPC 209 Hearings Procedure which may have previously been in effect. Except as affected by Chapter 209 of the Code and/or by this procedure, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.


Approved and adopted by the Board on this 31st day of August 2021.

Lochshire Maintenance Fund Inc.

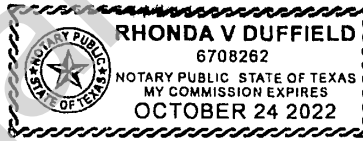

William Sumpter Frazier, President

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31 day of August 2021 personally appeared William Sumpter Frazier, President of Lochshire Maintenance Fund Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

After recording, please return to:
C.I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178



RP-2021-628142

RP-2021-628142

RP-2021-628142
Pages 5
11/01/2021 11:55 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**Lochshire Maintenance Fund Inc.
GUIDELINES FOR DISPLAY OF RELIGIOUS ITEMS**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Section 202.018 of the Texas Property Code ("Code") allows a property owner or resident to display or affix on the owner's or resident's property or dwelling one or more religious items motivated by the owner's or resident's sincere religious belief and authorizes the property owners' association to regulate such items in compliance with the Code; and

WHEREAS Lochshire Maintenance Fund Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations") as listed in the most recent management certificate for the Association filed in the official public records of Harris County; and

WHEREAS, the Board of Trustees ("Board") of the Association desires to regulate the display of religious items by establishing regulations and guidelines relating to such displays in compliance with the Code; and

WHEREAS, this Dedicatory Instrument is a Restrictive Covenant as defined by the Code Section 202.001 et seq. and the Association may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, the Board has duly adopted these *Guidelines for Display of Religious Items* which shall be reasonably applied and enforced:

- (1) These guidelines apply to the display of one or more religious items for which such display is motivated by a property owner's or resident's sincere religious belief ("Religious Displays").
- (2) Religious Displays may not:
 - a. threaten public health or safety;
 - b. violate any law other than a law prohibiting the display of religious speech; or
 - c. contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
- (3) Religious Displays may not be installed:
 - a. on or to property not owned and/or occupied by the owner or resident, including on a property line fence owned in common with an adjacent property owner;
 - b. within any platted or dedicated right-of-way, building setback area or easement area; or
 - c. on any traffic control device, street lamp, fire hydrant, street sign or pole, utility sign or pole, or any other fixture owned by any other entity.
- (4) Lighting, if any, associated with a Religious Display must be directed onto the owner's or resident's property without excessive illumination of, or spillover onto, adjacent properties, public areas or common areas. Sounds and/or audio associated with Religious Displays are not permitted.


RP-2021-628148

- (5) Religious displays must be maintained in a condition showing respect for its religious significance to the owner or resident.
- (6) Temporary religious displays or decorations associated with holidays or days of religious significance may be displayed during the traditional duration of that holiday or day of religious significance.
- (7) No prior approval from the Association is required for the display of religious items in accordance with these guidelines.

These guidelines are effective upon recordation in the Public Records of Harris County and supersede any *Guidelines for Display of Religious Items* which may have previously been in effect. Except as affected by the Code, Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.


Approved and adopted by the Board on this 31st day of August 2021.

Lochshire Maintenance Fund Inc.

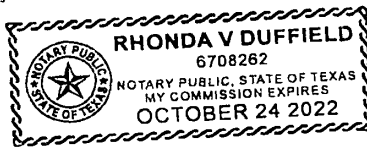

William Sumpter Frazier, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31 day of August 2021 personally appeared William Sumpter Frazier, President of Lochshire Maintenance Fund Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

After recording, please return to:
C.I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178



RP-2021-628148

RP-2021-628148

RP-2021-628148
Pages 3
11/01/2021 11:56 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**Lochshire Maintenance Fund Inc.
GUIDELINES FOR SECURITY MEASURES**

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Section 202.023 of the Texas Property Code ("Code") allows property owners to install security measures on their property and authorizes the property owners' association to regulate such items in compliance with the Code; and

WHEREAS Lochshire Maintenance Fund Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations") as listed in the most recent management certificate for the Association filed in the official public records of Harris County; and

WHEREAS, the Board of Trustees ("Board") of the Association desires to regulate security measures by establishing regulations and guidelines relating to such measures in compliance with the Code; and

WHEREAS, this Dedicatory Instrument is a Restrictive Covenant as defined by the Code Section 202.001 et seq. and the Association may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, the Board has duly adopted these *Guidelines for Security Measures* which shall be reasonably applied and enforced:

- (1) Security measures under these guidelines may include, but not be limited to:
 - a. security cameras and associated signal transmission and recording equipment,
 - b. motion detectors and associated activated devices, and
 - c. perimeter fences.
- (2) Security cameras may be installed on the property owner's property. Cameras may face into and record any portion of the owner's property or of a public area such as a street or greenbelt. For privacy reasons, cameras may not face into or record the private property of others such as a neighboring property unless such view is through a public area.
- (3) Motion detectors may be installed to detect motion anywhere on the property owner's property. The motion detector must not be directed or tuned to detect motion in public areas such as streets, public sidewalks and greenbelts. To avoid false detections, motion detectors should be placed away from vegetation or decorative embellishments that move with the wind.

Motion detectors may be used to trigger devices which provide security enhancements such as cameras, lights or sounds. When triggering lights or sounds, the brightness or volume must be no more intense than is needed to accomplish its purpose and the light turned off or the sound silenced after a reasonable time. Motion detectors must not be used to trigger any device which could cause physical harm to other persons or property.

RP-2021-628152

- (4) Perimeter fences may be installed on the property owner's property. Under these guidelines, "perimeter fence" includes any fence, wall or similar barrier and in any location whether or not on the perimeter of the property. Any such perimeter fence must meet all Association requirements in its dedicatory instruments relative to design, appearance, materials and other parameters as permitted under the Code.
- (5) Lighting may be used as a security measure. Any such lighting must be directed onto the property owner's property without excess illumination of, or spillover onto, adjacent properties, public areas or common areas. Spillover may be minimized with placement, screening and/or shielding on the fixture. Any such lighting must be of a type and design permitted by the Association.
- (6) For life safety reasons, burglar bars are not permitted on the exterior of windows or doors. Security bars with quick-release mechanisms may be installed on the interior of homes if allowed under local municipal regulations.
- (7) Monitored alarm systems are encouraged but not required.
- (8) Any such security measures must comply with all applicable state and local building, safety, permitting or licensing requirements which may exceed the requirements under these guidelines.
- (9) All new and replacement security measures must be submitted to the Association for review using the application process provided to property owners. No work may be initiated until written approval is provided to the property owner from the Association.

These guidelines are effective upon recordation in the Public Records of Harris County and supersede any *Guidelines for Security Measures* which may have previously been in effect. Except as affected by the Code Section 202.023 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

<<< Signature Page Follows >>>

RP-2021-628152


Approved and adopted by the Board on this 31st day of August 2021.

Lochshire Maintenance Fund Inc.

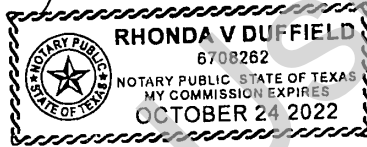

William Sumpter Frazier, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31 day of August 2021 personally appeared William Sumpter Frazier, President of Lochshire Maintenance Fund Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

After recording, please return to:
C I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178



RP-2021-628152

RP-2021-628152

RP-2021-628152
Pages 4
11/01/2021 11:57 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**Lochshire Maintenance Fund Inc.
GUIDELINES FOR SWIMMING POOL ENCLOSURES**

STATE OF TEXAS
COUNTY OF HARRIS

§
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§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Section 202.022 of the Texas Property Code ("Code") allows property owners to install fence enclosures around water features, such as a swimming pool or spa, and authorizes the property owners' association to regulate such items in compliance with the Code; and

WHEREAS Lochshire Maintenance Fund Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations") as listed in the most recent management certificate for the Association filed in the official public records of Harris County; and

WHEREAS, the Board of Trustees ("Board") of the Association desires to regulate swimming pool enclosures by establishing regulations and guidelines relating to such items in compliance with the Code; and

WHEREAS, this Dedicatory Instrument is a Restrictive Covenant as defined by the Code Section 202.001 et seq. and the Association may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, the Board has duly adopted these *Guidelines for Swimming Pool Enclosures* which shall be reasonably applied and enforced:

- (1) A swimming pool enclosure under these guidelines means a fence that:
 - a. surrounds a water feature, including a swimming pool or spa;
 - b. consists of transparent mesh or clear panels set in metal frames;
 - c. is not more than six feet in height; and
 - d. is designed with the intent to be unclimbable.

- (2) As an alternative to a swimming pool enclosure described in section 1 above, the following may also be acceptable designs if submitted to and approved by the Association:
 - a. A wood fence with vertical pickets where the post and rail support structure is on the inside so the fence is not climbable. Any such wood fence design must also meet any other Association requirements in its dedicatory instruments relative to materials, height, location, coating and appearance.
 - b. An ornamental metal fence with vertical pickets. Any such metal fence design must also meet any other Association requirements in its dedicatory instruments relative to materials, height, location, coating and other appearance.
 - c. A brick, stone, stucco, concrete or other similar wall. Any such design must also meet any other Association requirements in its dedicatory instruments relative to materials, height, location, coating and other appearance.
 - d. An enclosure meeting the definitions in section 1 above that is black in color and consists of transparent mesh set in metal frames.


RP-2021-628157

- (3) Any such swimming pool enclosure must comply with all applicable state and local safety requirements which may exceed the requirements under these guidelines.
- (4) All swimming pool enclosures and all swimming pool enclosure components (collectively "Enclosures") must be maintained in a state of good repair. Any Enclosures that deteriorate, become rusted, become discolored, and/or become unsafe, must be immediately replaced and/or repaired.
- (5) All new and replacement swimming pool enclosures must be submitted to the Association for review using the application process provided to property owners. No work may be initiated until written approval is provided to the property owner from the Association

These guidelines are effective upon recordation in the Public Records of Harris County and supersede any *Guidelines for Swimming Pool Enclosures* which may have previously been in effect. Except as affected by the Code, Section 202.022 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

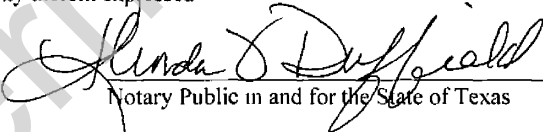
Approved and adopted by the Board on this 31st day of August 2021

Lochshire Maintenance Fund Inc.

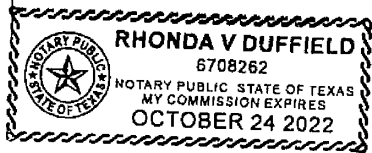

 William Sumpter Frazier, President

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31 day of August 2021 personally appeared William Sumpter Frazier, President of Lochshire Maintenance Fund Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed


 Notary Public in and for the State of Texas

After recording, please return to:
 C.I.A Services, Inc.
 PO Box 63178
 465 Bear Springs Road
 Pipe Creek, TX 78063-3178



RP-2021-628157

RP-2021-628157

RP-2021-628157
Pages 3
11/01/2021 11:58 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

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.

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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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**Lochshire Maintenance Fund Inc.
POLICY FOR CONTRACTED SERVICES**

STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Section 209.0052 of the Texas Property Code ("Code") addresses certain issues and requirements related to association contracts;

WHEREAS Lochshire Maintenance Fund Inc. ("Association") is the property owners' association which enters into contracts for carrying out its responsibilities under those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations") as listed in the most recent management certificate for the Association filed in the official public records of Harris County; and

WHEREAS, the Board of Trustees ("Board") of the Association desires to create a policy for bidding, negotiating and entering into contracts for services on behalf of the Association in compliance with the Code;

NOW, THEREFORE, the Board has duly adopted this *Policy for Contracted Services*:

- (1) **Related Party Contracts.** The Association may enter into an enforceable contract with a current Board member ("Member"), a person related to a current Board member within the third degree by consanguinity or affinity ("Relative"), or a company in which a Member or Relative has a financial interest in at least 51 percent of profits ("Related Company"), only if the following conditions are satisfied:
 - a. the Member, Relative or Related Company bids on the proposed contract and the Association has received at least two other bids for the contract from companies not associated with the Member, Relative or Related Company, if reasonably available;
 - b. the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association Board;
 - c. the Member
 - i. is not given access to the other bids;
 - ii. does not participate in any board discussion regarding the contract; and
 - iii. does not vote on the award of the contract;
 - d. the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members not associated with the Member, Relative or Related Company; and
 - e. the Association Board certifies that the other requirements of this section have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members not associated with the Member, Relative or Related Company.
- (2) **Contract Performance.** If the Association enters into a contract with a Member, Relative or Related Company pursuant to section 1 above, then as long as the contract is in place and such Member remains on the Association Board, the Member must abstain from any Board discussion or vote regarding the contract, proposals, goods or services provided under the contract or any other matter relating to the contract. The Member may present information or proposals to the Board in the same manner in which any other contractor would communicate.

RP-2021-628161

In addition, if Board members other than the Member feel it is necessary to discuss the contract in private in executive session, those Board members may ask the Member to leave the executive session while discussion of the contract occurs and, if requested, the Member shall comply with the Board's request.

- (3) **Contract Bidding.** If a contract is proposed for services expected to exceed \$50,000, the Association must solicit bids based on these parameters:
 - a. the Board's obligation to solicit bids under this Policy is based on their reasonable expectation that the cost of services will exceed \$50,000;
 - b. the Board may solicit bids, in their sole and absolute discretion, on contracts where the cost of services is expected to be less than \$50,000;
 - c. for projects, such as clubhouse repainting, the \$50,000 cost is based on the full cost of the project or the current phase of a multi-phase project;
 - d. for ongoing contracted services, such as a grounds maintenance contract, the \$50,000 cost is based on the annual base cost of the contract excluding any optional services or incremental expenses;
 - e. where bids are required under this Policy, the Association shall solicit bids from three (3) qualified contractors for the services desired;
 - f. if bids are solicited from qualified bidders and one or more do not respond or decline to bid, the Board shall not be obligated to solicit additional bids and the Board may consider the proposals received and award the contract;
 - g. the Association is not required to do public bidding and may invite bidders based on any non-discriminatory factors;
 - h. the Association may, but is not obligated to, meet with bidders before proposals are submitted to review the contract requirements or to interview bidders after proposals are submitted to assist in the Board's decision making; and
 - i. multiple bids are not required for service contracts where there is a single provider such as utility contracts or for replacing equipment with a single source such as manufacturer's parts.

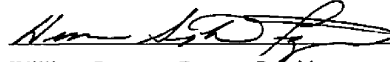
- (4) **Awarding Contracts.** In awarding contracts, the following factors apply:
 - a. the Board is not obligated to award contracts to the lowest bidder but must use due diligence in considering all relevant factors regarding the contractor and their proposal;
 - b. all contracts and any amendments to contracts of \$50,000 or more must be in writing and signed by the authorized representative(s) of the contractor and the authorized representative(s) of the Association;
 - c. unless otherwise limited by the Association's governing documents, contracts may have a term of up to five (5) years including all automatic renewals; and
 - d. in negotiating contracts for ongoing services under this Policy, the Board should address early termination and, where possible, allow the Association to terminate the contract at any time, without cause and without penalty for early termination, by providing a reasonable cure or notice period to contractor.

This policy is effective upon recordation in the Public Records of Harris County and supersedes any *Policy for Contracted Services* which may have previously been in effect. Except as affected by the Code, Section 209.0052 and/or by this policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

RP-2021-628161

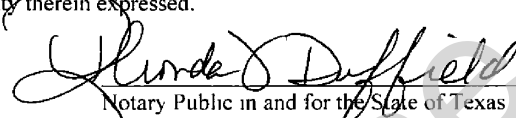
Approved and adopted by the Board on this 31 day of August 2021

Lochshire Maintenance Fund Inc.

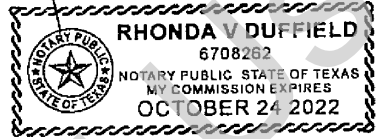

William Sumpter Frazier, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31 day of August 2021 personally appeared William Sumpter Frazier, President of Lochshire Maintenance Fund Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

After recording, please return to:
C.I.A Services, Inc
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178



RP-2021-628161

For Internal Use Only

RP-2021-628161

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Pages 4
11/01/2021 12:00 PM
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Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

6. Name, mailing address, telephone number and email address of the person managing the association or its designated representative.

C.J.A. Services, Inc.
 18333 Timber Forest Drive
 Humble, TX 77346

Telephone: 713-981-9000
 Email: CustomerCare@ciaservices.com

7. Website address of any internet website on which the association’s dedicatory instruments are available.

www.ciaservices.com

8. Amount and description of a fee or fees charged by the association relating to a property transfer in the subdivision.

The following fees may be charged relating to a property transfer. Those marked as optional are only required if the document or service is requested by the buyer, seller or their agents, the lender, title company or other associated with the property transfer.

Fee	Amount	Description
Transfer Fee	\$175	Collected at closing if the property actually transfers
Assessment Quote	\$104	Verification of fees due to Association
Quote Update	\$35	Optional: update to assessment quote within 30 days
Resale Certificate	\$375	Optional: package in compliance with Code
Resale Certificate Update	\$75	Optional: update to resale certificate within 180 days
Compliance Inspection	\$100	Optional: onsite inspection for resale certificate, if required
Compliance Reinspection	\$100	Optional: reinspection for initial non-compliance, if needed
Lender Questionnaire	\$240	Optional: document requested by some lenders for loan
Standard Response Time	\$0	No later than 10 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection’s & lender questionnaires
Rush Request	\$75	Optional: within 5 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection’s & lender questionnaires
Expedited	\$150	Optional: within 2 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection’s & lender questionnaires

9. Other information the association considers appropriate.

- New owners are encouraged to provide email addresses and/or cell phone numbers to Association representative in #6 above in order to receive emails and/or text messages with Association news, alerts and meeting announcements. Communication preferences may be updated at any time.

RP-2022-186090

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the association, as well as performing a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision/association. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.

EXECUTED on this 6 day of April, 2022.

Lochshire Maintenance Fund Inc.
By: C.I.A. Services, Inc., Managing Agent

Valerie K Lehr

Valerie Lehr, Community Manager

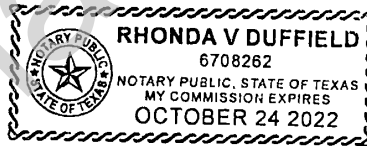
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 6 day of April, 2022 personally appeared Valerie Lehr, Community Manager for C.I.A. Services, Inc., Managing Agent for Lochshire Maintenance Fund Inc., 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.

Rhonda V Duffield

Notary Public in and for the State of Texas

After recording, please return to:
C.I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178



RP-2022-186090

RP-2022-186090

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Pages 4
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HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

RECORDERS MEMORANDUM

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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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

for

LOCHSHIRE MAINTENANCE FUND INC.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS section 209.004 of the Texas Property Code (the "Code") requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS Lochshire Maintenance Fund Inc., a non-profit corporation (the "Association"), is a property owners' association as defined in section 209.003 of the Code and has property located in Harris County, Texas,

NOW THEREFORE, the undersigned, being the Managing Agent for the Association, submits the following information pursuant to Section 209.004 of the Code which supersedes any prior Management Certificate filed by the Association.

1. Name of the subdivision.

The name of the subdivisions collectively known as Lochshire are as follows:

Subdivision Name
Lochshire section 1

2. Name of the association.

Lochshire Maintenance Fund Inc.

3. Recording data for the subdivision.

The recording data in the Plat Records of Harris County, Texas are as follows:

Plat Name	Filing Date	Clerk File Number
Lochshire Section 1		

4. Recording data for the declaration and any amendments to the declaration.

The recording data in the Real Property Records of Harris County, Texas are as follows:

Document Name	Filing Date	Clerk File Number
Restrictions Lochshire Section One	01/06/1971	D432137
Amendment to Restrictions Lochshire, Section One Regarding Maximum Annual Assessment	11/18/2011	2011046234
Affidavit for the Filing of Dedicatory Instruments	U152055	12/20/1999

5. Name and mailing address for the association.

Lochshire Maintenance Fund Inc.
c/o C.I.A. Services, Inc.
18333 Timber Forest Drive
Humble, TX 77346

RP-2023-489726

6. Name, mailing address, telephone number and email address of the person managing the association or its designated representative.

C.I.A. Services, Inc.
 18333 Timber Forest Drive
 Humble, TX 77346

Telephone: 713-981-9000
 Email: CustomerCare@ciaservices.com

7. Website address of any internet website on which the association’s dedicatory instruments are available.

www.ciaservices.com

8. Amount and description of a fee or fees charged by the association relating to a property transfer in the subdivision.

The following fees may be charged relating to a property transfer. Those marked as optional are only required if the document or service is requested by the buyer, seller or their agents, the lender, title company or other associated with the property transfer.

Fee	Amount	Description
Transfer Fee	\$250	Collected at closing if the property actually transfers
Transfer Fee - Refinance	\$100	Collected at closing if the property loan is refinanced
Assessment Quote	\$104	Verification of fees due to Association
Quote Update	\$35	Optional: update to assessment quote within 30 days
Resale Certificate	\$375	Optional: package in compliance with Code
Resale Certificate Update	\$75	Optional: update to resale certificate within 180 days
Compliance Inspection	\$120	Optional: onsite inspection for resale certificate, if required
Compliance Reinspection	\$120	Optional: reinspection for initial non-compliance, if needed
Lender Questionnaire	\$275	Optional: document requested by some lenders for loan
Standard Response Time	\$0	No later than 10 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection’s & lender questionnaires
Rush Request	\$100	Optional: within 5 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection’s & lender questionnaires
Expedited	\$200	Optional: within 2 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection’s & lender questionnaires

9. Other information the association considers appropriate.

- New owners are encouraged to provide email addresses and/or cell phone numbers to Association representative in #6 above in order to receive emails and/or text messages with Association news, alerts and meeting announcements. Communication preferences may be updated at any time.

RP-2023-489726

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the association, as well as performing a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision/association. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.

EXECUTED on this 15th day of December, 2023.

Lochshire Maintenance Fund Inc.

By: C.I.A. Services, Inc., Managing Agent

Valerie K Lehr
Valerie Lehr, Community Manager

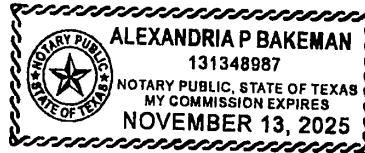
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 15th day of December, 2023 personally appeared Valerie Lehr, Community Manager for C.I.A. Services, Inc., Managing Agent for Lochshire Maintenance Fund Inc., 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.

Alexandria P. Bakeman
Notary Public in and for the State of Texas

After recording, please return to:

C.I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178



RP-2023-489726

RP-2023-489726

RP-2023-489726
Pages 4
12/29/2023 02:20 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**NOTICE: CERTIFICATE OF NON-COMPLIANCE
WITH THE REGULATIONS OF HARRIS COUNTY, TEXAS
FOR FLOOD PLAIN MANAGEMENT**

NOTE
HARRIS COUNTY
5

10/11/06

The Permit Office of the HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT ENGINEERING DIVISION hereby serves notice to:
Akarcha Bhichitkul

and all successors and or assigns in interest to the property known as
27218 Afton Way

more fully described as:
Lot 01 in Block 09 of Lochshire

20060182230
11/08/2006 RP2 \$0.00

that the following development located at that property:
Fill materials

does not comply with the Regulations of Harris County, Texas, for Flood Plain Management in that:

- No permit has been secured to authorize the described development as required under Section 4.01 of the Regulations.
- The development does not comply with plans submitted and approved in Permit Number ~ as issued by the Permit Office of the HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT ENGINEERING DIVISION.
- Other:

and this property is therefore subject to enforcement under Section 7.01 of the Regulations.

THIS NOTICE IS NOT A FINAL JUDICIAL DETERMINATION OF A VIOLATION OF THE REGULATIONS. FOR INFORMATION ON THE REGULATIONS AND OBTAINING A CERTIFICATE OF COMPLIANCE CONTACT: The Permit Office of the HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT ENGINEERING DIVISION at (713) 956-3000, located at 10000 Northwest Freeway, Suite 102, Houston, TX 77092-8615.

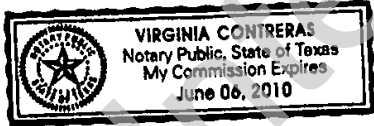
STATE OF TEXAS §
COUNTY OF HARRIS §

On this day personally appeared before me the undersigned authority, being the duly authorized representative for the Permit Office of the HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT ENGINEERING DIVISION, in that capacity and after being duly sworn affirmed on oath to having read the foregoing document and that the matters contained therein are true and correct.

Signed this 7th day of November, 2006.

Jesse Morales
Affiant Jesse Morales

Sworn to and subscribed before me on this the 7th day of November, 2006.



Virginia Contreras
Notary Public in and for the State of Texas

This notice is filed pursuant to the authority granted in Section 240.901 of the Texas Local Government Code and the Regulations of Harris County, Texas for Flood Plain Management.

Return to: HARRIS COUNTY PUBLIC INFRASTRUCTURE
DEPARTMENT PERMIT OFFICE
10000 Northwest Freeway, Suite 102
Houston, TX 77092-8615

Violation 49116 Property 242243

HCED FORM 97-07

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 on

NOV - 8 2006



Donaly D. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Donaly D. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2006 NOV -8 AM 11:42

FILED

RP 099-27-1321