

Cert

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> Lochshire section 1	<u>County Recording Data</u>	<u>County Recording Data</u>	<i>(2)</i> <i>lee</i>
	<u>File Date</u> <u>Clerk File No</u>	<u>for Plat in Map Records</u> <u>File Date</u> <u>Clerk File No</u>	
	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

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

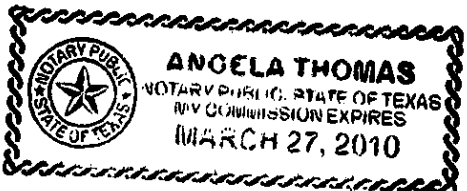
STATE OF TEXAS)
)
COUNTY OF HARRIS

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

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 INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number instance on the date and at the stamped herein by me, and with duly RECORDS, to the Official Public Records of Real Property of Harris County Texas on



NOV 16 2009

FILED FOR RECORD
8:00 AM

NOV 16 2009



Craig S. Kestner
COUNTY CLERK
HARRIS COUNTY, TEXAS

Dorothy S. Kestner
County Clerk, Harris County, Texas

RP 068-83-1892

S
Amend
K

AMENDMENT TO RESTRICTIONS
LOCHSHIRE, SECTION ONE
REGARDING MAXIMUM ANNUAL ASSESSMENT

20110486234
11/18/2011 RPL \$32.00

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");

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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

2000-00-00-00-20

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 8th day of November, 2011.

LOCHSHIRE MAINTENANCE FUND, INC.

102

By: *William Sampson*
William Sampson President

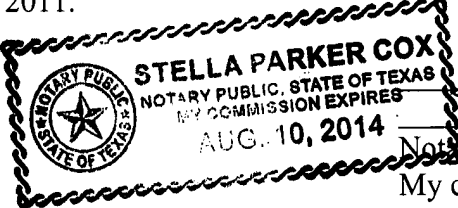
Attest: *Bruce Meyer*
Bruce Meyer, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

RR 079-88-0022

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.

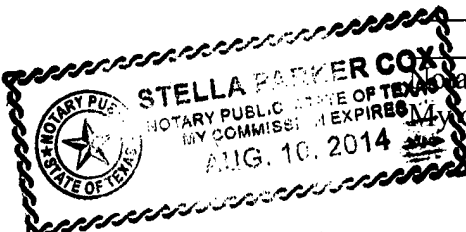
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of November 2011.

 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 Bruce 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

HP 079-0000024

**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

HP 079-03-0025

Attest: Bruce Meyer
Bruce 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: Bruce Meyer
Bruce Meyer, Secretary

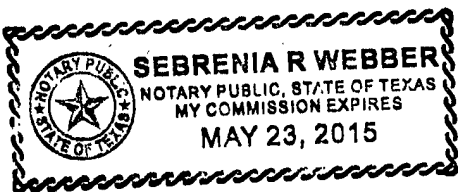
STATE OF TEXAS §
 §
COUNTY OF HARRIS §



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.

Sebrenia R Webber
Notary Public, State of Texas
My commission Expires:



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.

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

HP 079-88-0026

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Notice
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LOCHSHIRE MAINTENANCE FUND INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

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 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; 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 certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

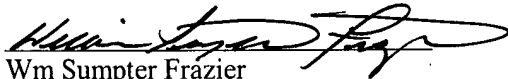
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 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.

20110530615

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

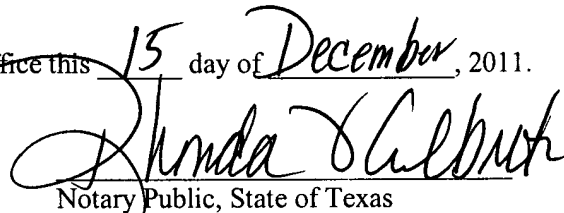

Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

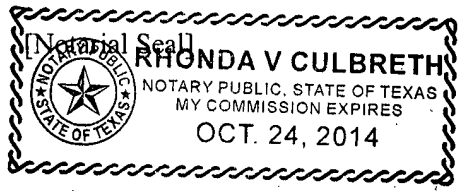
Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the 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.


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

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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


County Clerk, Harris County, Texas

DEC 20 2011




COUNTY CLERK
HARRIS COUNTY, TEXAS

3
note
w

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

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 202.011 ("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.

20110530616

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.

- 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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STATE OF TEXAS §
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COUNTY OF HARRIS §

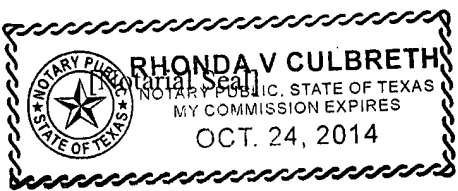
Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the 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

RR 000-20-0728

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

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Notice
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**LOCHSHIRE MAINTENANCE FUND INC.
GUIDELINES FOR ROOFING MATERIALS**

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 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; 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 roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:
 - a. resemble the shingles used or authorized to be used on other structures within the Association; and

5250-28-0729

- b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
- c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 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.

*Low
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.

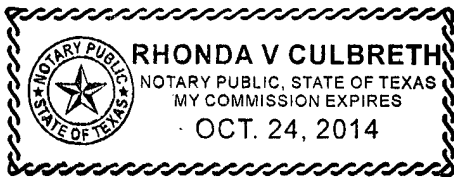
Given under my hand and seal of office this 15 day of December, 2011.

Rhonda V Culbreth
Notary Public, State of Texas

[Notarial Seal]

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

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

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DEC 20 2011

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

3
Notice
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LOCHSHIRE MAINTENANCE FUND INC.
GUIDELINES FOR SOLAR ENERGY DEVICES

20110530619
12/20/2011 RPI \$24.00

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.

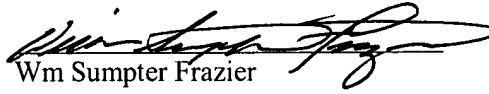
1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring 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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- 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.

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

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STATE OF TEXAS §
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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.

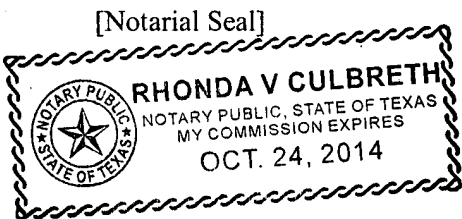
Rhonda V Culbreth

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 §
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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 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.

20110530420

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	

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

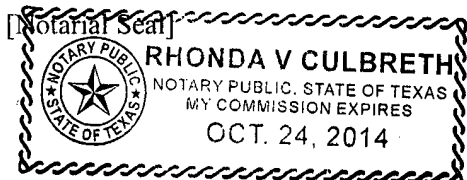
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STATE OF TEXAS §
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 COUNTY OF HARRIS §

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

RR 0300-20-0737

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

4
Notice
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**LOCHSHIRE MAINTENANCE FUND INC.
RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS

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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 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- 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.

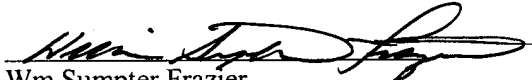
The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

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:

- 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.

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

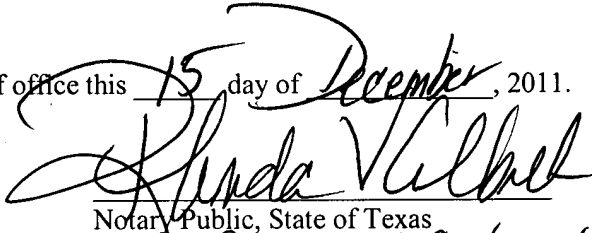

Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

*for
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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.

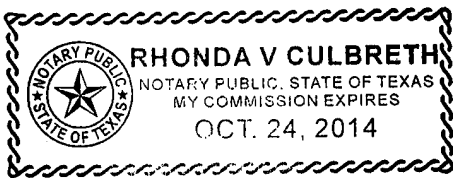
Given under my hand and seal of office this 15 day of December, 2011.


Notary Public, State of Texas

[Notarial Seal]

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

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

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Notice
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LOCHSHIRE MAINTENANCE FUND INC.
PAYMENT PLAN POLICY

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 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

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

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

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.

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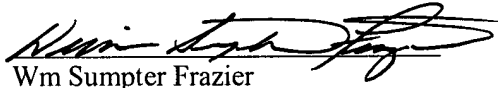
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
8. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided.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

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.

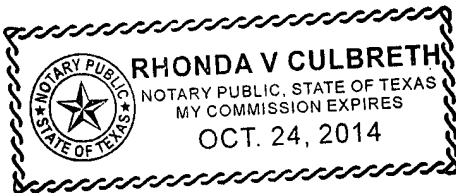
Given under my hand and seal of office this 15 day of December, 2011.

Rhonda V Culbreth
Notary Public, State of Texas

[Notarial Seal]

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

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.
 DOCUMENT RETENTION POLICY**

Notice

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 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

- 1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
- 2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - g. ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes was taken or for votes taken by written consent, for one (1) year after the election or vote results were announced; and

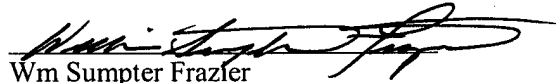
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- h. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - i. decisions of the Architectural 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 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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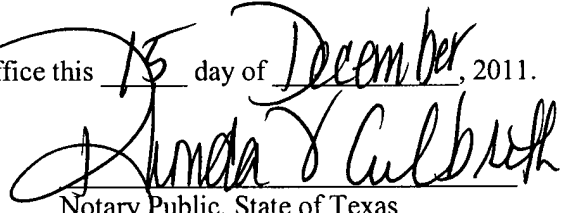

Wm Sumpter Frazier
President
Lochshire Maintenance Fund Inc.

*for
lee*

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

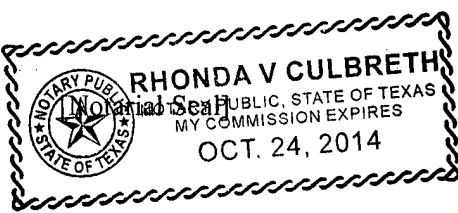
Before me, the undersigned authority, on this day personally appeared Wm Sumpter Frazier, President of Lochshire Maintenance Fund Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the 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.


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

1540-02-0001

D432137

RESTRICTIONS

LOCHSHIRE SECTION ONE

RESTR
D D

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§

KNOW ALL MEN BY THESE PRESENTS:

134-40-0539

WHEREAS, Westchester Development Company, Adrian Kachel, President, hereinafter called the "Owner", of a tract of land in the John B. Rhea Survey, which has been subdivided and platted as Lochshire, Section One, as shown by the map thereof, recorded in Vol. 178, page 113 of the Map Records of Harris County, Texas, and

WHEREAS, it is deemed to be in the best interests of said Owner and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, the Owner of said subdivision, does hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on this Owner and all parties and persons claiming under it until January 1, 1998, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by duly recorded instrument signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the Owner or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) Only Lots 1 through 10, Block 3, Lots 1 through 7, Block 4, Lots 1 through 13, Block 5, Lots 1 through 34, Block 6 and Lots 1 through 31, Block 7 shall be used for residential purposes; except that any lot may be used for the erection and operation of a sales office, construction office, or model home by Owner. The term "residential purposes" as used herein shall be held and construed to mean single family dwellings used exclusively as such, and by way of illustration only, it excludes hospitals, clinics, multiple (meaning more than one) family dwelling units, such as duplexes, quadplexes, apartments, boarding houses and/or hotels, and further excludes commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than (1) one detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by domestic servants employed on the premises; and (2) a tool shed or work shop, attached or unattached to the residence building.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans and specifications showing the location of such improvements have been approved in writing as to conformity and

On record. Tell 5

harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an Architectural Control Committee composed of E. G. McMillan, Carl King and Adrian Kachel, or by a representative designated by a majority of the members of said Committee.

In the event of death or resignation of any member of said Committee, the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

134-40-0540

In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to sixty (60) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such Committee and of its designated representatives shall cease on and after January 1, 1980.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

The following lots, where lots adjoin or abut the golf course, detached garages or any other building detached shall not be constructed, placed or erected closer than twenty (20) feet of the rear property line nor within three (3) feet of any side or interior lot line. On these lots no garage attached or detached shall have any opening facing the rear of the property. On all lots adjoining the golf course, no shrubbery, hedge, fence, wall, structure or personal property shall be placed closer to the golf course than behind the line made from the rear corner of any permanent structure, including garages, to the opposite side lot line and parallel with the rear lot line, the view afforded by and from the golf course being the prime importance. Moreover, no fence of any type shall be constructed on any lots, golf course, or otherwise, prior to submission of a detailed drawing to the Architectural Control Committee for its formal written approval. The above statements in this paragraph are applicable to the following lots as well as those restrictions and protective covenants applicable to all residential lots within the subdivision.

Lots 1 through 9 inclusive, Block 2
Lots 1 through 14 inclusive, Block 9
Lots 1 through 10 inclusive, Block 10

(c) Except as may be authorized in writing by the Architectural Control Committee, no building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundation of any building (including garages) shall be located nearer than five (5') feet from the rear lot or side lot line, except that the slab or foundation of a garage only may not be nearer to any side lot line than three (3') feet. Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two (2') feet from the slab or foundation. All improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage; provided that garages on corner lots may face the side street.

(d) No residential structure shall be erected or placed on any building plot having an area of less than seven thousand (7,000) square feet or a width of less than sixty (60') feet at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or a lesser minimum width at the front building set back line.

134-40-0541

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done or kept thereon, which may become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor may any vehicle, trailer, camper, boat, boat trailer or machinery of any type be kept or stored within the subdivision except within a garage or in such a place as may be completely out of view from any public street.

(g) No residential structure shall be placed on any lot unless its living area has a minimum of one thousand eight hundred (1,800) square feet of floor area exclusive of porches and garage.

(h) The exterior walls of all residences shall be at least fifty-one (51%) per cent brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, and all roofs shall be of the wood-shingle type; provided, however, the Architectural Control Committee may approve variations from such construction requirements in specific cases.

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(j) The raising or keeping of hogs, horses, poultry, fowl, or other livestock on any residential lot in the subdivision is strictly prohibited.

(k) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of policy, health, sanitary, buildings or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(m) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(n) No lot shall be used, or maintained as a dumping grounds for rubbish, trash, garbage or other waste nor shall any such material be kept upon the lot unless kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot; provided that a fence or hedge not exceeding thirty (30") inches in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under paragraph (b) above.

134-40-0542

No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot. No fence shall be constructed on any lot out of any material other than brick, wood or wrought iron without the permission of the Architectural Control Committee.

(p) No single family dwelling shall be occupied for residential purposes unless the exterior of such dwelling is entirely finished and the interior has been finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

The restrictions and protective covenants listed herein apply to all lots designated as residential lots and listed in Paragraph (a) above, but do not apply to those certain tracts or reserves as shown on the map and plat of Lochshire, Section One, to-wit:

Reserve "A", a 10.094 acre tract or parcel of land as shown on the map and plat of Lochshire, Section One, and designated for unrestricted use.

Reserve "B", a 5.626 acre tract or parcel of land as shown on the map or plat of Lochshire, Section One and designated for unrestricted use.

Reserve "C", a 2.48 acre tract or parcel of land as shown on the map and plat of Lochshire, Section One, and designated for unrestricted use.

Reserve "D", a 2.50 acre tract or parcel of land as shown on the map and plat of Lochshire, Section One and designated for unrestricted use.

All of which reserves are subject to all building lines and easements shown on the map or plat of Lochshire, Section One.

ANNUAL MAINTENANCE FUNDS

Each residential building plot shall be subject to an Annual Maintenance Charge at an initial rate of One Hundred and No/100 (\$100.00) Dollars per year for the purposes of creating a fund to be known as LOCHSHIRE MAINTENANCE FUND and to be paid by the Owner of each building plot.

134-40-0543

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 One Hundred and No/100 (\$100.00) 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 to One Hundred Twenty and No/100 (\$120.00) Dollars per year by majority vote of the Trustees. Such increase or increases to One Hundred Twenty and No/100 (\$120.00) Dollars per year 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 Charge in excess of One Hundred Twenty and No/100 (\$120.00) Dollars per year shall be recommended by the Trustees to the Members, and shall become effective at such time as seventy-five (75%) per cent of the lots in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of ten (10%) per cent per annum.

The total fund accumulated from this Maintenance Charge, insofar as the same may be sufficient, shall be applied towards the payment of Maintenance Expenses incurred for any or all of the following purposes:

Lighting, improving and maintaining streets, parks, parkways, bridge paths and esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; employing private policemen and watchmen; and doing any other thing necessary or desirable in the opinion of the Trustees of Lochshire Maintenance Fund, Inc., to keep the property in the subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of Lochshire Maintenance Fund, Inc., in the expenditure of said fund shall be final and conclusive so long as such judgment is exercised in good faith.

The Trustees of Lochshire Maintenance Fund, Inc., are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the "Maintenance Fund", giving as security, funds then or in the future paid into the "Maintenance Fund."

The Maintenance Charge shall remain effective until January 1, 1998, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that owners of a majority of the square foot area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1998, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at least five (5) years prior to January 1, 1998, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

134-40-0544

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

The initial Board of Trustees of Lochshire Maintenance Fund, Inc., shall be composed of E. G. McMillan, J. K. Lyles and Adrian Kachel, who shall serve until January 1, 1980, unless all three initial Trustees resign prior to that time. In case of the resignation, death or incapacity of less than all three initial Trustees, the remaining Trustee or Trustees may appoint a substitute Trustee or Trustees to serve the remainder of said term. The members of Lochshire Maintenance Fund, Inc., shall be the owners of lots in Lochshire, Section One or any future section of Lochshire Subdivision. Each member shall be entitled to one vote for each lot owned in the subdivision at any meeting of the members. After January 1, 1980, or sooner if all three initial Trustees resign, the members shall elect three Trustees annually at the meeting of members and such Trustees shall be an owner of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision.

EXECUTED this 4th day of October, 1971.

WESTCHESTER DEVELOPMENT COMPANY

By: Adrian Kachel
Adrian Kachel, President

ATTEST:

J. K. Lyles
Secretary



THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ADRIAN KACHEL, known to me to be the person whose name is subscribed to the foregoing instrument as President of Westchester Development Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of October, 1971.

May Sue Butler
Notary Public in and for
Harris County, T e x a s

J. K. Lyles
720 N. ...
Houston, Texas

Amend

G 374993

DEC-28-79 28992 - 374993 B PD

7.00

147-91-1213

AMENDMENT OF RESTRICTIONS

LOCHSHIRE SECTION I

lee

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JERRY H. BURTON, WAYNE HANKAMER and HENRY C. TOWNSEND, JR., have heretofore been designated by instruments duly signed by a majority of the lot owners of Lochshire, Section I, and duly authorized and empowered by said lot owners as the Architectural Control Committee of said Lochshire, Section I, and we, as duly authorized representatives of the property owners of said Lochshire, Section I, have promulgated the following amendment to the Deed Restrictions of Lochshire, Section I, said restrictions having been filed heretofore on or about October 6, 1971, pursuant to Film Code #134-40-0539 through #134-40-0544.

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Section B contained on Page #1 under Film Code #134-40-0539 and Page #2 recorded under Film Code #134-40-0540, is hereby deleted and replaced by the following, to-wit:

B. No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans and specifications showing the location of such improvements have been approved in writing as to conformity and harmony of exterior design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an architectural Control Committee composed of JERRY H. BURTON, WAYNE HANKAMER and HENRY C. TOWNSEND, JR. Such terms shall be for a period of time not to exceed two (2) years. After January 1, 1981, property owners will hold an annual election during the month of November. Position 1 and 2 will be filled by the November election held in the year ending with an even number. Position 3 will be filled by the November election held in the year ending with an odd number. This term shall begin on January 1 of the following year.

The Architectural Control Committee shall have duties, responsibilities, power and jurisdiction as specified in initial Restrictions, Lochshire Section I and said duties and power shall extend from the date of the recording hereof,

147-91-1214

and shall extend to January 1, 1998, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by duly recorded instrument signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions and restrictions in whole or in part.

And we, the duly authorized agents of the said majority of the lot owners of Lochshire, Section I, having ascertained that the aforementioned amendments to the Deed Restrictions have been approved by a majority of the owners of the lots in said subdivision and further certify that such signed approval of said lot owners have been recorded with us, as provided for in said Deed Restrictions of said subdivision, we, hereby ratify and approve said amendments and further declare that the said amendments are to take full force and effect upon filing of this declaration in the Deed Records of Harris County, Texas.

WITNESS OUR HANDS THIS 27th day of December, A.D., 1979.

Jerry H. Burton
JERRY H. BURTON

Wayne Hankamer
WAYNE HANKAMER

Henry C. Townsend, Jr.
HENRY C. TOWNSEND, JR.

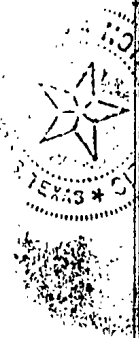
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JERRY H. BURTON, WAYNE HANKAMER and HENRY C. TOWNSEND, JR., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that executed the same as their free act and deed and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of December, A.D., 1979.

Carl L. Kroschick
Notary Public in and for Carl L. Kroschick
Harris County, T e x a s

My commission expires:
December 19, 1981



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027-85-1574

57-527

Ruth

10/06/82 00010036 Hb47298 \$ 25.00

STATE OF TEXAS:
HARRIS COUNTY:

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made before me, a Notary Public, duly commissioned and qualified in and for Harris County, State of Texas, and the undersigned competent witnesses, personally came and appeared SOUTH CAPERIDGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "DECLARANT",

lu

WHEREAS, Declarant is the owner of certain property in Harris County, State of Texas, which is more particularly described as follows:

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See "Exhibit A"

B

AND WHEREAS, Declarant will convey said properties, subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set forth,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

1.

LAND USE AND BUILDING TYPE

All lots shall be used for residential or agricultural purposes.

No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, not to exceed two stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage and such buildings as are customarily appurtenant to dwellings, every building except a greenhouse to correspond in style and architecture to the dwelling to which it is appurtenant. Outbuildings for storage or other use, barns and sheds, may be constructed between 50 feet from North line to within 150 feet of South line. No outbuildings shall exceed the dwelling to which it is appurtenant in height, number of stories or size. A garage or carport to house at least one automobile must be provided on each lot if a residence is constructed.

2.

DWELLING SIZE

No dwelling erected on any lot shall contain less than 1500 square feet, heated area only, exclusive of garages, carports, storage and other open area.

3.

PLANS AND SPECIFICATIONS

The exterior walls of all residential construction shall be brick, brick veneer, redwood, cedar or equivalent, except for windows, doors, louvers, covered porches and other decorative features. No fence or wall shall be constructed higher than six (6) feet.

Plans must be approved by the Architecture Committee appointed by lot owners for any building or shed constructed on any lot.

4.

BUILDING LOCATION

No building, outbuilding, or structure shall be located nearer to the South lot line than one hundred fifty (150) feet. No building, outbuilding, or structure shall be located nearer to the North lot line than fifty (50) feet, except as an add-on or addition to an existing structure presently utilized by a residence of Lochshire Subdivision. No building shall be located nearer than five (5) feet to the side lot line of any lot.

5.

NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale, rent, or signs used by a builder to advertise the property during the construction and sales period.

8.

OIL AND MINING OPERATION

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. This covenant shall not restrict the owner of the mineral rights under the land of the subdivision from development or mining operations through directional drilling or similar techniques, provided the above restrictions are observed by said owner.

9.

LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Animals, livestock or poultry may be temporarily kept on any lot if it is for FFA, 4-H, or educational projects for members of the immediate family of the lot owner. If said animals, livestock, or poultry are temporarily kept on any lot, the following maximum number is restrictive.

One (1) Horse or Cow or Swine

and

Three (3) Sheep

and

Ten (10) Chickens, Geese, Ducks, or Rabbits

If these animals, livestock, or poultry are temporarily kept on any lot, they may not be kept on Northern 50 feet nor Southern 150 feet of any lot.

10.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used for or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11.

DRAINAGE

For drainage purposes, the grades and low elevations as they presently exist shall be considered the natural drainage and shall not be altered.

12.

SEWERAGE SYSTEMS

All individual sewerage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Public Health Officer for Harris County. Approval of such system as installed shall be obtained from such authority.

13.

RELOCATION OF BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision.

14.

ROADS AND RIGHTS OF WAY

No roads or rights of way may be extended through this property nor through any lot of this property from present or future roads in Lochshire Subdivision. The purpose of this restriction is to eliminate any new roads to Lochshire Subdivision through this property from the extension of FM 2100.

15.

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

16.

AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any lot subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by any instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded.

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses in my office in Crosby, Texas, on this the 28th day of September, 1982.

WITNESSES:

Deirdre Morrison

Kenneth N. McCoy
President Kenneth N. McCoy

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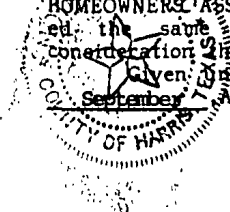
Mary Ellen Danner

James E. Mullally
Secretary James E. Mullally

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned, a Notary Public, on this day personally appeared Kenneth N. McCoy, President and James E. Mullally, Secretary, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SOUTH CA PERIDGE HOMEOWNERS ASSOCIATION, INC., a corporation, and that they have executed the same as the act of such coporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 28th day of September, A.D. 1982.



Lawane Sigle
Notary Public, State of Texas
Lawane Sigle
6-22-85

My commission expires: _____

Exhibit A

Field Notes of a 0.904 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 1, Block 4, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 394.51 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg.. 06 min. 53 sec. West, 100 feet to an I.P. for corner;

THENCE North 34 deg. East 392.97 feet to an I.P. for corner located at the S.W.C. of Lot 1, Block 4, Lochshire, Section 1 Addition;

THENCE South 56 deg. East a distance of 100 feet to the PLACE OF BEGINNING and containing 0.904 acres (39,374 sq. ft.) of land.

2.

Field Notes of a 0.8103 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 2, Block 4, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 392.97 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 90 feet to an I.P. for corner;

THENCE North 34 deg. East 391.58 feet to an I.P. for corner located at the S.W.C. of Lot 2, Block 4, Lochshire, Section 1 Addition;

THENCE South 56 deg. East a distance of 90 feet to the PLACE OF BEGINNING and containing 0.8105 acres (35,305 sq. ft.) of land.

3.

Field Notes of a 0.755 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 6, Block 4, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 387.49 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 85 feet to an I.P. for corner;

THENCE North 34 deg. East 386.18 feet to an I.P. for corner located at the S.W.C. of Lot 6, Block 4, Lochshire, Section 1 Addition;

THENCE South 56 deg. East a distance of 85 feet to the PLACE OF BEGINNING and containing 0.755 acres (32,881 sq. ft.) of land.

4.

Field Notes of a 0.885 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 7, Block 4, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 386.18 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet.

THENCE North 55 deg. 06 min. 53 sec. West, 100 feet to an I.P. for corner;

THENCE North 34 deg. East 384.64 feet to an I.P. for corner located at the S.W.C. of Lot 7, Block 4, Lochshire, Section 1 Addition;

THENCE South 56 deg. East a distance of 100 feet to the PLACE OF BEGINNING and containing 0.885 acres (38,541 sq. ft.) of land.

5.

Field Notes of a 0.915 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 1, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 383.72 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 104.19 feet to an I.P. for corner;

THENCE North 34 deg. East 382.12 feet to an I.P. for corner located at the S.W.C. of Lot 1, Block 5, Lochshire, Section 1 Addition;

THENCE South 56 deg. East a distance of 104.19 feet to the PLACE OF BEGINNING and containing 0.915 acres (39,859 sq. ft.) of land.

6.

Field Notes of a 0.695 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 2, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 382.12 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet.

THENCE North 55 deg. 06 min. 53 sec. West, 79.33 feet to an I.P. for corner;

THENCE North 34 deg. East 380.9 feet to an I.P. for corner located at the S.W.C. of Lot 2, Block 5, Lochshire, Section 1 Addition;

THENCE South 56 deg. East a distance of 79.33 feet to the PLACE OF BEGINNING and containing 0.695 acres (30,265 sq. ft.) of land.

7.

Field Notes of a 0.702 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 3, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 380.9 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 80.37 feet to an I.P. for corner;

THENCE North 34 deg. East 380.16 feet to an I.P. for corner located at the S.W.C. of Lot 3, Block 5, Lochshire, Section 1 Addition;

THENCE South 55 deg. East 28.89 feet to an I.P. for corner;

THENCE South 56 deg. East a distance of 51.48 feet to the PLACE OF BEGINNING and containing 0.702 acres (30,583 sq. ft.) of land.

8.

Field Notes of a 0.702 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 4, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Pages 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 380.16 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet.

THENCE North 55 deg. 06 min. 53 sec. West, 80.40 feet to an I.P. for corner;

THENCE North 34 deg. East 380.3 feet to an I.P. for corner located at the S.W.C. of Lot 4, Block 5, Lochshire, Section 1 Addition;

THENCE South 55 deg. East a distance of 80.40 feet to the PLACE OF BEGINNING and containing 0.702 acres (30,570 sq. ft.) of land.

9.

Field Notes of a 0.701 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 5, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 380.3 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 80.29 feet to an I.P. for corner;

THENCE North 34 deg. East 380.44 feet to an I.P. for corner located at the S.W.C. of Lot 5, Block 5, Lochshire, Section 1 Addition;

THENCE South 55 deg. East a distance of 80.29 feet to the PLACE OF BEGINNING and containing 0.701 acres (30,540 sq. ft.) of land.

10.

Field Notes of a 0.699 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 6, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 380.44 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 80.07 feet to an I.P. for corner;

THENCE North 34 deg. East 380.58 feet to an I.P. for corner located at the S.W.C. of Lot 6, Block 5, Lochshire, Section 1 Addition;

THENCE South 55 deg. East a distance of 80.07 feet to the PLACE OF BEGINNING and containing 0.699 acres (30,467 sq. ft. of land).

11.

Field Notes of a 0.700 acre tract of land out of a Large Acreage Tact adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 7, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 380.58 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 80.07 feet to an I.P. for corner;

THENCE North 34 deg. East 380.72 feet to an I.P. for corner located at the S.W.C. of Lot 7, Block 5, Lochshire, Section 1 Addition;

THENCE South 55 deg. East a distance of 80.07 feet to the PLACE OF BEGINNING and containing 0.700 acres (300 sq. ft. of land).

12.

Field Notes of a 0.691 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 8, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 380.72 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 80.07 feet to an I.P. for corner;

THENCE North 34 deg. East 380.86 feet to an I.P. for corner located at the S.W.C. of Lot 8, Block 5, Lochshire, Section 1 Addition;

THENCE South 55 deg. East a distance of 80.07 feet to the PLACE OF BEGINNING and containing 0.691 acres (30,089 sq. ft. of land).

13.

Field Notes of a 0.6339 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 9, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34 deg. West 380.86 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 70 feet to an I.P. for corner;

THENCE North 33 deg. 16 min. 384 feet to an I.P. for corner located at the S.W.C. of Lot 9, Block 8, Lochshire, Section 1 Addition;

THENCE South 45 deg. East along the South line of Lot 9 a distance of 15 feet to an I.P. for corner;

THENCE South 55 deg. East a distance of 60.21 feet to the PLACE OF BEGINNING and containing 0.6339 acres (27,611 sq. ft. of land).

14.

Field Notes of a 0.6823 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 10, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 33 deg. 16 min. West 348.2 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 70 feet to an I.P. for corner;

THENCE North 32 deg. 03 min. East 398.66 feet to an I.P. for corner located at the S.W.C. of lot 10, Block 5, Lochshire, Section 1 Addition;

THENCE South 45 deg. East a distance of 80 feet to the PLACE OF BEGINNING and containing 0.6823 acres (29,720 sq. ft. of land).

15.

Field Notes of a 0.3189 acre tract of land out of a Large Acreage Tract adjoining the Southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 11, Block 5, Lochshire Section 1 Addition a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 32 deg. 03 min. West 398.66 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 40 feet to an I.P. for corner;

THENCE North 30 deg. 48 min. East 358.90 feet to an I.P. for corner located at the S.W.C. of Lot 11, Block 5, Lochshire, Section 1 Addition;

THENCE North 73 deg. East a distance of 50 feet to the PLACE OF BEGINNING and containing 0.3189 acres (13,890 sq. ft. of land).

16.

Field Notes of a 0.3932 acre tract of land out of a Large Acreage Tract adjoining the southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 12, Block 5, Lochshire Section 1 Addition a plat of which appears in volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 30 deg. 48 min. West 358.9 feet to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150 feet;

THENCE North 55 deg. 06 min. 53 sec. West, 58 feet to an I.P. for corner;

THENCE North 31 deg. 08 min. East 246.3 feet to an I.P. for corner located at the S.W.C. of Lot 13, Block 5, Lochshire, Section 1 Addition;

THENCE North 48 deg. East a distance of 75.16 feet to an I.P. for corner located at the S.W.C. of Lot 12;

THENCE North 73 deg. East 50 feet to the PLACE OF BEGINNING and containing 0.3932 acres (17,128 sq. ft. of land).

17.

Field Notes of a 0.808 acre tract of land out of a Large Acreage tract adjoining the southwest side of B Blocks 3-4-5 and 6, Lochshire Section 1 Addition, located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 3, Block 4, Lochshire, Section 1 Addition, a plat of which appears in Volume 178, Page 113, Map Records, Harris County, Texas;

THENCE South 34° W. 391.58' to an I.P. for corner and located in the Northwest line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150';

THENCE North $55^{\circ} 06' 53''$ W. 90' to an I.P. for corner;

THENCE N. 34° E. 390.19' to an I.P. for corner located at the S.W.C. of Lot 3, Block 4, Lochshire, Section 1 Addition;

THENCE South 56° E. a distances of 90' to the PLACE OF BEGINNING and containing 0.808 acres (35180 sq. ft.) of land.

18.

Field Notes of a 0.805 acre tract of land out of a Large Acreage tract adjoining the southwest side of Blocks 3-4-5 and 6, Lochshire, Section 1 Addition, located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 4, Block 4, Lochshire, Section 1 Addition, a plat of which appears in Volume 178, page 113, Map Records, Harris County, Texas;

THENCE South 34° W. 390.19' to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150';

THENCE North $55^{\circ} 06' 53''$ W. 90' to an I.P. for corner;

THENCE North 34° E. 388.8' to an I.P. for corner located at the S.W.C. of Lot 4, Block 4, Lochshire Section 1 Addition;

THENCE South 56° E. a distance of 90' to the PLACE OF BEGINNING and containing 0.805 acres (35,053 sq. ft.) of land.

027-05-1504

19.

Field notes of a 0.757 acre tract of land out of a large acreage adjoining the southwest side of Blocks 3-4-5 and 6, Lochshire Section 1 Addition located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.E.C. of Lot 5, Block 4, Lochshire, Section 1 Addition, a plat of which appears in volume 178, page 113, Map Records, Harris County, Texas;

THENCE South 34° W. 388.8' to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150';

THENCE 55° 06' 53" W. 85' to an I.P. for corner;

THENCE North 34° E. 387.49' to an I.P. for corner located at the S.W.C. of Lot 5, Block 5, Lochshire, Section 1 Addition;

THENCE South 56° E. a distances of 85' to the PLACE OF BEGINNING and containing 0.757 acres (32992 sq. ft.) of land.

20.

Field notes of a 0.529 acre tract of land out of a large acreage tract adjoining the southwest side of Blocks 3-4-5 and 6, Lochshire, Section 1 Addition, located in the John R. Rhea Survey, A-62, Harris County, Texas;

BEGINNING at the S.W.C. of Lot 7, Block 4, Lochshire Section 1 Addition, a plat of which appears in Volume 178, page 113, Map Records, Harris County, Texas;

THENCE South 34° W. 384.64' to an I.P. for corner and located in the Northeast line of the undeveloped R.O.W. line of FM 2100 (Crosby-Huffman Rd.) based upon a width of 150';

THENCE North 55° 06' 53" W. 60' to an I.P. for corner;

THENCE North 34° E. 383.72' to an I.P. for corner located at the S.E.C. of Lot 1, Block 5, Lochshire, Section 1 Addition;

THENCE South 56° E. a distance of 60' to the PLACE OF BEGINNING and containing 0.529 acres (23051 sq. ft.) of land.

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number 027-05-1504 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

OCT 6 1982



Quita Leake
County Clerk, Harris County, Texas

FILED
OCT 6 1 52 PM 1982
Quita Leake
COUNTY CLERK
HARRIS COUNTY, TEXAS

AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

Notice

THE STATE OF TEXAS

§
§
§

12/30/99 201145773 U152055

\$37.00

COUNTY OF HARRIS

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*

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Name: Nancy Thomas
Title: Managing Agent

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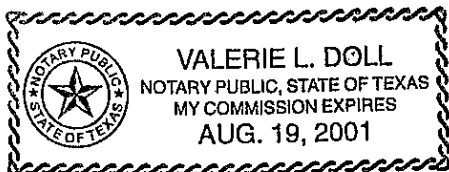
THE STATE OF TEXAS

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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 1960 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 F.M. 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 Glenecreek, HUFFMAN, TX.</u>	<u>President</u>
<u>Bruce Meyer</u>	<u>27311 Atton 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)

**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.



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

LOCHSHIRE MAINTENANCE FUND, INC.

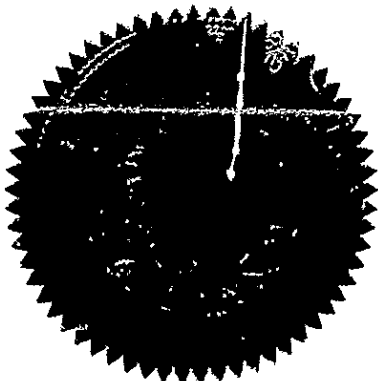
CHARTER NO 325739

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 June 1, 1973

Mark H. 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 1973

Bill Kingham
Deputy Director, Corporation Division

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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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 LOCHSHIRE 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 LOCHSHIRE 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

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.

Shelley Brooks

Notary Public in and for
Harris County, Texas

ARTICLES OF INCORPORATION
OF
LOCHSHIRE 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 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;

- 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 LOCHSHIRE 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 LOCHSHIRE 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

ARTICLE VIII

The name and street address of each of the incorporators

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Mary Flowers	1808 First City National Bank Bldg. Houston, Texas 77002
Jeanne Brock	1808 First City National Bank Bldg. Houston, Texas 77002
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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.

Shelvia Brashear

Notary Public in and for
Harris County, Texas

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.

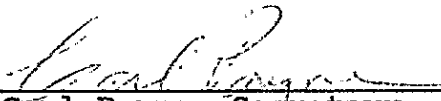
**Lochshire Maintenance Fund
Annoyance and Nuisances Guidelines - continued**

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

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

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

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 of 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-

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.

1999 DEC 30 PM 12:46
FILED
County Clerk
HARRIS COUNTY, TEXAS
Bonny D. Thompson

RECORDERS MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

529-92-3629

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 on

DEC 30 1999



Gregory A. Ferguson

COUNTY CLERK
HARRIS COUNTY TEXAS

V559895

MANAGEMENT CERTIFICATE

STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL BY THESE PRESENTS:

01/28/02 201702443 V559895 \$9.00

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.
5616 FM 1960 East, Suite 190
Humble, Texas 77346-2738
Phone: 281-852-1700 Fax: 281-852-4861

EXECUTED on this 4th day of January, 2002.

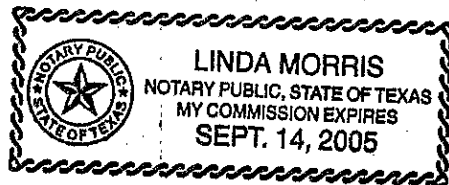
Signature: Kim Easterling
By: Kim Easterling
Title: C.I.A. Services, Inc., Managing Agent for
Lochshire Maintenance Fund Inc.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 4th day of January, 2002 by Kim Easterling.

Signature: Linda Morris
By: Linda Morris
Title: Notary in and for the State of Texas
My commission expires on 09/14/05

Return to: C.I.A. Services, Inc.
5616 FM 1960 East, Suite 190
Humble, Texas 77346-2738
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 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

JAN 28 2002

FILE FOR RECORD
8:00 AM

JAN 28 2002



Dorothy B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Dorothy B. Kayman
County Clerk, Harris County, Texas

Cont
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548-20-8870

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