

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION  
SIZE OF BOARD OF DIRECTORS

WHEREAS, the Articles of Incorporation provide as follows:

ARTICLE SEVEN - BOARD OF DIRECTORS. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

and WHEREAS, the Bylaws provide as follows:

ARTICLE VI Section 1. ... The number of Directors initially shall be three (3). The Board of Directors may, by majority vote of its own members, increase the Board to seven (7) members.

and WHEREAS, there are currently seven (7) Director positions;

and WHEREAS, the current Board of Directors desires to restore the size of the Board to five (5) Directors;

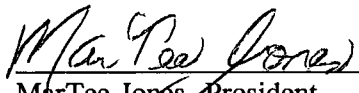
and WHEREAS, the Association's attorney has verified that the Board has the authority to reduce the number of Directors to five (5) (see attached);

and WHEREAS, at a duly called meeting of the Board of Directors at which a quorum was present at least four (4) directors voted to reduce the size of the Board;

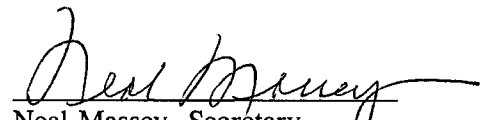
now, therefore, it is

**RESOLVED**, That, effective at the next election of Directors, the Board of Directors shall be composed of five (5) Directors.

Adopted 3-19-09.

  
MarTee Jones, President

attest:

  
Neal Massey, Secretary

# Holt & Young, P.C.

ATTORNEYS AT LAW  
11200 RICHMOND AVE., SUITE 450  
HOUSTON, TEXAS 77082  
OFFICE: (713) 510-1000  
FAX: (713) 510-1001

March 10, 2009

Hidden Lake Townhouse HOA, Inc.  
c/o Larry January  
Innovative Management Service  
623 West 25<sup>th</sup> Street  
Houston, Texas 77008-1903

Re: Hidden Lake Townhouse Homeowners Association, Inc. (the "Association")

Dear Larry:

I am receipt of your correspondence of March 5, 2009 requesting a legal opinion letter advising on the authority and procedures for decreasing the number of Association Directors from 7 to 5. After reviewing the Governing Documents for the Association I have determined that the Board does have the authority to decrease the number of Directors to 5 so long as it follows the appropriate procedure.

The Board can reasonably use its discretionary authority regarding its Governing Documents under 202.004(a) of the Texas Property Code. Article VI, Section 1 of the Bylaws allows a majority of a quorum of the Board to increase the number of Directors to 7. It is reasonable for the Board to take the position that this implies that the Board can also reduce the number of Directors via that same procedure. This is bolstered by Article 1396-2.15(A) of the Non-Profit Corporation Act which states that the number of Directors may be increased or decreased in the manner provided in the Bylaws.

The Board has another argument supporting a decrease in the number of Directors. The Articles of Incorporation provide that the Association shall have 5 Directors unless the Bylaws are amended to provide otherwise. The Bylaws have not been amended to provide otherwise and the Articles of Incorporation control over the Bylaws. Therefore the Board can rely on the superior weight of the Articles of Incorporation to support its authority to reduce the number of Directors to 5. The Board's right to do this is further Bolstered by Article VI, Section 1 of the Bylaws which provides that the Board may exercise all powers of the Association.

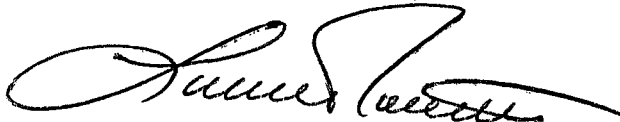
The appropriate procedure to decrease the number of Directors to 5 must start with a Board meeting at which a quorum is present. Then a majority vote of a quorum of Directors must approve the decrease. Because there are currently 7 Director positions, the Board will need the approval of 4 of the current Directors in order to adopt the decrease. The vote should be reflected in the minutes of the meeting. This will not require a Bylaw amendment. After the

decrease is adopted and the current Director terms expire, the 5 Directors will be elected at the annual meeting.

I hope this information satisfies your inquiry regarding the Board's authority and provides a framework for implementing the decrease. Should you have any questions or concerns please feel free to contact me directly.

Very Truly Yours,

HOLT & YOUNG, P.C.

A handwritten signature in black ink, appearing to read "Luke P. Tollett", written in a cursive style.

Luke P. Tollett

LPT

2011-10-21 11:11 AM

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION  
POLICY  
RE: PROXIES

WHEREAS, the Bylaws of Hidden Lake Townhouse Homeowners Association, Inc. provide as follows:

Article VI, Section 5. Those persons or entities holding a majority of the total votes, either in person or by proxy, shall constitute a quorum for all purposes at any meeting of the members.

Article VI, Section 8. At all meetings of members, all questions, except those expressly governed by stature, the Charter of the Corporation, these By-Laws, or the Declaration of Covenants, Conditions, and Restriction, shall be decided by a simple majority of the votes of the members present in person or by proxy at a meeting duly called with a quorum present.

and WHEREAS, the Texas Property Code provides as follows:

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (21) exercise other powers necessary and proper for the governance and operation of the property owners' association.

and WHEREAS, the Texas Non-Profit Corporation Law provides as follows:

**Section 22.160. Voting of Members.** (b) A member may vote in person or, unless otherwise provided by the certificate of formation or bylaws, by proxy executed in writing by the member or the member's attorney-in-fact.

and WHEREAS, in order to establish an uncontested Board of Directors to govern and operate the Association;

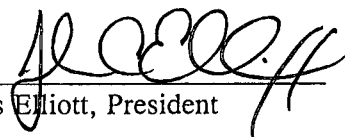
and WHEREAS, in order to establish a uniform and equitable policy to minimize proxy misunderstandings and misuse, to resolve submission of multiple proxies, and to provide sufficient time for the Association Secretary and Managing Agent to verify, record, and, if necessary, clarify the proxies;

now, therefore, it is

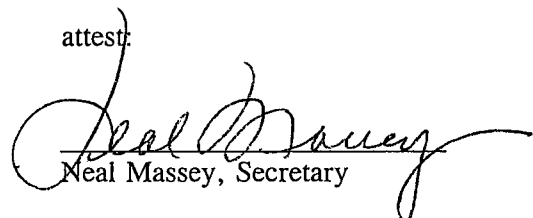
**RESOLVED**, That proxies to be voted at a Meeting of Members are subject to the following:

1. Proxies must be in writing, must be dated, and must bear the legal signature of the owner or his attorney-in-fact.
2. Proxies must be received by the Association Secretary or the Managing Agent at least 48 hours prior to the Meeting. Proxies presented after that time, including any presented at the Meeting, will not be recognized.
3. If multiple proxies are received for the same property, the first proxy received shall be the only proxy recognized unless it is revoked by the owner. Only the owner may revoke their proxy, and must do so in person to the Association Secretary or the Managing Agent.

Adopted 11/04/09. Amended 6/15/2010.

  
Chris Elliott, President

attest:

  
Neal Massey, Secretary

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT PROCEDURE

Whereas, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses subdivision (the Deed Restrictions) provides as follows:

"Section 10.1 - Enforcement: The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.1 - .... In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

In the event an owner is responsible for certain exterior maintenance as set forth in the rules and regulations of the association and such owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the board of directors, the association, after approval by two-thirds (2/3rds) votes of the board of directors, shall have the right through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and any improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject."

and Whereas, the Texas Property Code provides as follows:

"**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 5.006. Attorney's Fees in Breach of Restrictive Covenant Action.** (a) In an action based on breach of a restrictive covenant pertaining to real property, the court shall allow to a prevailing party who asserted the action reasonable attorney's fees in addition to the party's costs and claim.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may:

(6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision;

(11) if notice and an opportunity to be heard are given, collect reimbursement of actual attorney's fees and other reasonable costs incurred by the property owners' association relating to violations of the subdivision's restrictions or the property owners' association's bylaws and rules;

(12) charge costs to an owner's assessment account and collect the costs in any manner provided in the restrictions for the collection of assessments."

and Whereas, the Board of Directors desires to establish a uniform and equitable procedure for the enforcement of the Deed Restrictions;

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT PROCEDURE

now, therefore, it is

**RESOLVED**, That the procedure for enforcing the Deed Restrictions by Hidden Lake Townhouse Homeowners Association, Inc. (the Association), is as follows:

1. Definitions. The procedure for enforcing the Restrictions differs depending on the type of violation:
  - A. Type A violations are those which are relatively easy for the owner to cure: for example, storing inappropriate material or equipment in public view.
  - B. Type B violations are those requiring a certain amount of planning and/or expense on the part of the owner: for example, the weathered exterior of a structural add-on requiring repair or painting.
  - C. Type C violations, are those which, if not cured by the owner, will be cured by the Association and the owner charged appropriately.
2. Type A Violations.
  - A. Upon observation of the violation, the owner will be sent a First Notice requesting compliance with the Restrictions within ten (10) days.
  - B. If the violation persists after the ten (10) days, the owner will be sent a Second Notice demanding that the violation be cured within ten (10) days.
  - C. If the violation is still unrectified and the owner has not requested a hearing by the time specified in the Second Notice, the Association's attorney will be instructed to file suit against the owner and seek all legal remedies available against the owner; and the cost of notices, reasonable attorney fees, and all other costs incurred will be added to assessments due on the property.
  - D. If the violation can be easily cured instantly (e.g., parking on the grass), the time to cure may be reduced, and may be reduced to the point of demanding an immediate cure.
3. Type B Violations.
  - A. Upon observation of the violation, the owner will be sent a First Notice requesting a response from the owner within ten (10) days as to when the violation will be cured.
  - B. If the violation persists after thirty (30) days, the owner will be sent a Second Notice demanding that the violation be cured within thirty (30) days.
  - C. If the violation is still unrectified and the owner has not requested a hearing by the time specified in the Second Notice, the Association's attorney will be instructed to file suit against the owner and seek all legal remedies available against the owner; and the cost of notices, reasonable attorney fees, and all other costs incurred will be added to assessments due on the property.
4. Type C Violations.
  - A. Upon observation of the violation, the owner will be sent a First Notice requesting compliance with the Restrictions within ten (10) days.
  - B. If the violation persists after the ten (10) days, the owner will be sent a Second Notice demanding that the violation be cured within ten (10) days.

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT PROCEDURE

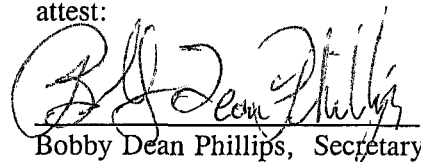
- C. If the violation is still unrectified and the owner has not requested a hearing by the time specified in the Second Notice, the appropriate contractor will be directed to bring the property into compliance; and the cost thereof, as well as the cost of notices, the cost of invoicing, and all other costs incurred will be added to the assessments due on the property.
  - D. If the violation can be easily cured instantly (e.g., parking on the grass), the time to cure may be reduced, and may be reduced to the point of demanding an immediate cure.
  - E. In the event the Association cannot, or chooses not to, effect the cure above, the violation will be treated as a Type A violation.
5. First Notices. First Notices will solicit a response from the owner, and will include a Response Form to make it easier for the owner to respond.
6. Second Notices. Second Notices:
- A. will be sent via certified mail, return receipt requested, unless sent overseas;
  - B. if sent by certified mail, will be followed by a copy sent via first class mail;
  - C. will advise the owner of the next step the Association will take if the violation is not cured in a timely manner;
  - D. will notify the owner that he will be charged the cost of enforcement, and that such cost will be added to the assessments due on the property;
  - E. will notify the owner that he may request, in writing, a hearing with the Board of Directors regarding the matter.
7. Repeated Violations. For repeated occurrences of the same violation, processing may begin with the Second Notice. The time to cure may be reduced, and may be reduced to the point of demanding an immediate cure.
8. Non-Resident Owners. In the event the owner is not resident at the property, notice will also be sent to the property resident.
9. Forbearance by the Association. Further processing by the Association may be delayed if the owner or resident advises the Association, in writing, that the violation will be cured within a reasonable time. Unspecified or indeterminate time frames for cure are not deemed to be within a reasonable time.

Adopted 22 JAN 07.



Christian Llosa, President

attest:



Bobby Dean Phillips, Secretary

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: HOLIDAY DECORATIONS

Whereas, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Deed Restrictions) provides as follows:

Section 8.4 - Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners.

and Whereas, the Texas Property Code provides as follows:

**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.


and Whereas, the Board of Directors desires to establish a uniform and equitable procedure for the enforcement of the Deed Restrictions;

now, therefore, it is

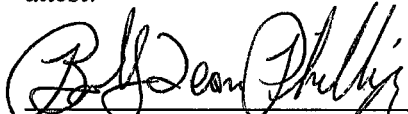
RESOLVED, That the display of holiday decorations on dwellings, on or in carports, or in yards or the Common Area, is subject to the following:

1. Holiday decorations are not to be publicly displayed more than thirty (30) days prior to, nor more than thirty (30) days after, the event they celebrate.
2. "Publicly displayed" as used herein is deemed to mean wholly or partially visible from the Common Area or the street.

Adopted 22 JAN 07.

  
Christian Llosa, President

attest:

  
Bobby Dean Phillips, Secretary

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: STORAGE IN THE COMMON AREA

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Deed Restrictions) provides as follows:

Section 8.11 - Use of Common and Open Areas: Except in the individual patio areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the properties except such as are installed in connection with the initial construction of the residences located thereon or those approved by the association's board of directors or the architectural committee, it being understood that this provision is applicable to lots as well as common area.

Section 8.2 - Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the board of directors.

Section 8.4 - Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners.

and WHEREAS, the Texas Property Code provides as follows:

**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.

and WHEREAS, the Board of Directors desires to establish a uniform and equitable procedure for the enforcement of the Deed Restrictions;

now, therefore, it is

**RESOLVED**, That storage of anything in the Common Area is subject to the following:

1. As more fully described in the Deed Restrictions and in the plats of Sections 1, 2, and 3, the Common Area is any and all areas outside the property lines that define the individual units, and includes, but is not limited to, streets, driveways, sidewalks, pool areas, clubhouse, and green space.
2. Any object or thing placed or residing in the Common Area for over twenty-four (24) hours is deemed to be "stored" in the Common Area. This includes, but is not limited to: building materials and material and equipment incidental to the construction, maintenance, or alteration of improvements; patio and household furniture; household appliances and effects; yard furniture; ornaments; firewood; picnic tables and benches; clotheslines; empty planters and pots; bicycles, tricycles, scooters, skateboard ramps and rails, swings, swing sets, slides, forts, and all other toys; recreational materials and sporting equipment.

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: STORAGE IN THE COMMON AREA

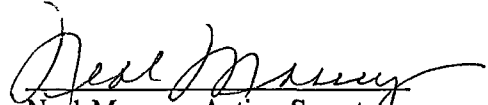
3. Requests for Board approval to store something in the Common Area must be received by the management company at least three (3) business days prior to being stored.

Adopted AUGUST, 15<sup>TH</sup>, 2007



Christian Llosa, President

attest:

  
Neal Massey, Acting Secretary

RESOLUTION

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: PARKING OF VEHICLES

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Deed Restrictions) provides as follows:

Section 2.3 - Parking Rights: The use of all parking areas situated in the common area shall be subject to the exclusive control and management of the Board of Directors of the association.

Section 8.2 - Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the board of directors.

Section 8.4 - Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners. No boat, trailer, or truck shall be parked or stored in front of any dwelling unit for more than forty-eight (48) hours. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway, or yard adjacent to a street, or in the common area.

Section 8.12 - Owner's Maintenance: .... An owner shall do no act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

and WHEREAS, the Texas Property Code provides as follows:

**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.

and WHEREAS, the Board of Directors desires to establish a uniform and equitable procedure for the enforcement of the Deed Restrictions;

now, therefore, it is

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: PARKING OF VEHICLES

**RESOLVED**, That parking of vehicles in Hidden Lake subdivision is subject to the following:

1. A vehicle is deemed to be any device for transporting people, livestock, goods, material, or equipment.
2. Any vehicle without current license plates, current license registration, and current inspection sticker is deemed to be inoperable.
3. No boat, marine craft, travel trailer, mobile home, motor home, camper, or recreational vehicle may be parked in public view for more than 48 hours.
4. No inoperable, disassembled, or partially disassembled vehicle may be parked in public view, for more than 48 hours.
5. No repair work or dismantling or assembling of motor vehicles or any other machinery or equipment is permitted in public view for more than 48 hours. Upon completion, the site must be cleaned up within that same 48 hour period.
6. No trailer, tractor trailer, commercial vehicle, industrial vehicle, or truck of two (2) tons or greater may be parked at any time in public view, unless actively engaged in emergency, construction, repair, or service work on one or more of the lots or the Common Area.
7. No vehicle that is not, or cannot be, licensed to operate on the public streets, or that is prohibited from being on public streets, may be parked at any time in public view.
8. No vehicle may be parked at any time on the grass or lawn of any lot or the Common Area. No vehicle may be parked at any time in public view on any surface other than on a paved parking area or other surface approved by the Board of Directors for that purpose.

Adopted 6/15/2010.

Chris Elliott  
Chris Elliott, President

attest:)

Neal Massey  
Neal Massey, Secretary

9631-15-370 IN

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION  
POLICY  
RE: UNIT FENCES

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Deed Restrictions) provides as follows:

EXTERIOR MAINTENANCE Section 6.1 - In addition to maintenance upon the common area ... the association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: painting, repairing, replacing, ... and caring for ... fences ....

and WHEREAS, the Texas Property Code provides as follows:

**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.

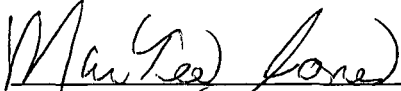
and WHEREAS, the Board of Directors desires to establish a uniform and equitable policy to relocate, over time, the fences associated with all units to the rear and side property lines;

now, therefore, it is

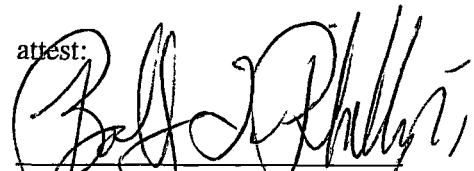
**RESOLVED**, That the replacement of fences by the Association is subject to the following:

1. Fences that are replaced due to aging or damage will be relocated as near as practical to the rear and side property lines.
2. Fences that have considerable life remaining will be relocated to the rear and/or side property line(s) at the request of the unit owner provided that the owner reimburses the Association for the cost of the additional materials.
3. Fences shall be continuous across the rear property line of each lot with no gaps.
4. The Board of Directors shall be the sole authority to determine fence locations.
5. As used herein, "fence" is intended to include any gates in the fence.

Adopted 5-15-08.

  
MarTee Jones, President

attest:

  
Bobby Dean Phillips, Secretary

RECORDER'S MEMORANDUM.

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

RP 073-51-139B

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

AUG 18 2010



*Beverly L. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

15  
NOTICE

NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

10R

I, the undersigned, do hereby certify:

1. That I am the duly appointed Managing Agent of HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. (the Association), a Texas non-profit corporation; and
2. That the attached documents apply to the operation of the Association and the utilization of property within HIDDEN LAKE TOWNHOUSES, a subdivision in Harris County, Texas, more particularly described as follows:
  - A. HIDDENLAKE SECTION ONE (P.U.D), recorded in Volume 211, page 36, of the Map Records of Harris County, Texas, County Clerk's File Number D999246;
  - B. HIDDENLAKE SECTION TWO (P.U.D), recorded in Volume 231, page 66, of the Map Records of Harris County, Texas, County Clerk's File Number E626609;
  - C. HIDDENLAKE SECTION TWO (P.U.D) CORRECTION PLAT, recorded in Volume 233, page 92, of the Map Records of Harris County, Texas, County Clerk's File Number E696007;
  - D. HIDDENLAKE SECTION THREE (P.U.D), recorded in Volume 273, page 22, of the Map Records of Harris County, Texas, County Clerk's File Number F654079; and
3. That the attached documents are a true and correct copy of the originals; and
4. That the attached documents are herewith being recorded in the Real Property Records of Harris County pursuant to Texas Property Code §202.006.

(4)  
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IN WITNESS WHEREOF, I have hereunto subscribed my name this the 20th day of February, 2012.

Larry January  
Larry January, Managing Agent

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry January, Managing Agent of Heritage Park West Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Given under my hand and seal of office this the 20th day of February, 2012.



Jean Kelly Nicholson  
Notary Public, State of Texas

After recording, return to:  
Innovative Management Service  
623 W. 25th Street  
Houston, TX 77008

FILED FOR RECORD  
8:00 AM

FEB 23 2012

Stan Stewart  
County Clerk, Harris County, Texas

RP 081-10-1027



RP 081-10-1029

- 3) Solar Panels are prohibited from being located on any roofs that are maintained by the Association.
- 4) Solar Panels may be located on the roofs of additions or modifications made by the owners or previous owners, the maintenance of which is the responsibility of the owner and not the Association, subject to the following limitations:
  - a) Such Solar Panels are not visible from the front of the house and are in a location approved by the ACC (subject to any limitation imposed by 202.010);
  - b) No Solar Panel may be higher or wider than the roofline of the structure it is mounted on; and
  - c) The top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 5) Solar Panels may be located in a fenced-in yard or fenced-in patio provided they are mounted lower than the fence line and are screened from public view.
- 6) Solar Panels may not be placed in any other location other than those provided for herein.
- 7) Solar Panels shall not cause an unreasonable or disproportionate visual impact on neighboring lots. If the Solar Panels would “substantially interfere with the use and enjoyment of land causing unreasonable discomfort or annoyance to persons of ordinary sensibilities” it will not be allowed unless all adjoining owner’s give their written approval. The ACC will decide what is an unreasonable or disproportionate visual impact on neighboring lots and will inform the property owner of what changes must be made to correct any unreasonable or disproportionate visual impact.
- 8) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.

**III. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as “Alternative Shingles”), subject to the following regulations:**

- 1) Owners are not authorized to install shingles on roofs maintained by the Association.
- 2) Alternative Shingles may be installed on roofs of additions or modifications made by owners or previous owners, the maintenance of which is the responsibility of the owner and not the Association, subject to the following limitations:

- a) The owner shall first apply to and receive written approval from the ACC prior to installation, alteration or modification of Alternative Shingles.
- b) Alternative Shingles shall resemble the shingles commonly used on property in the Association.
- c) Alternative Shingles shall be more durable than and of equal or superior quality than the shingles commonly used on property in the Association.
- d) Alternative Shingles shall match the aesthetics of the property surrounding the owner's property.

**IV. To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, and a replica flag of any branch of the United States Armed Forces, ("Permitted Flags"), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:**

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any flag pole or flag illumination.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure OR from a free-standing pole. Only one such pole is permitted per lot.
- 6) 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 structure.
- 7) A flag pole attached to a structure shall be limited to one per lot, shall be no more than 6 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a matter as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the ACC. Brackets which accommodate multiple flag poles are prohibited.
- 8) Free-standing flag poles, are limited to one per lot, in a location approved by the ACC in writing, and shall not exceed 20 feet in height (including any ornamental cap) and 9 inches in diameter. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.

RR 031-10-1038

- 9) A flag pole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, and shall not be constructed of wood or plastic.
- 10) The flag display and flag pole shall conform to all setbacks, easements, and zoning ordinances.
- 11) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 12) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.
- 13) 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 shall be:
- a) approved in writing by the ACC prior to installation, and
  - b) shall be ground mounted in the vicinity of the flag, and
  - c) shall utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and
  - d) shall point towards the center of the flag and face the main structure on the property, and
  - e) shall not provide illumination exceeding 800 lumens.
- 14) Flag poles shall not generate unreasonable noise levels which would disturb the surrounding residents. External halyards are required to be secured to the flagpole so as not to clang against the flagpole. In order to minimize noise all flag poles shall utilize vinyl or plastic snap hooks, shall utilize snap hook covers and may secure a rope around the flag pole with a flag pole clasp, or do whatever else is necessary to comply.
- 15) An owner can only place a flag pole or flag on his own property and no other lot, property or common area.
- 16) Flag poles are permitted solely for the purpose of displaying Permitted Flags. If a flag pole is no longer used on a daily basis it must be removed in a timely manner by the Owner

RP 081-10-1031

**V. Religious Items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed or affixed to the entryway of a dwelling, as required by 202.018 of the Texas Property Code, subject to the following regulations:**

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

**VI. Rainwater Recovery Barrels or Systems ("Barrels/System") shall be permitted to the extent required by 202.007(d), subject to the following regulations:**

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner's home.
- 3) The Barrels/System cannot be located between the front of the owner's home and an adjoining or adjacent street. (the front yard)
- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner's property to install the Barrels/System, no Barrels/ System shall be located on or extend onto any property other than the owner's lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common are.

2021-01-10 10:32 AM

- RP 081-10-1033
- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the ACC.
  - 9) 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, so long as:
    - a) the barrel does not exceed 55 gallons, and
    - b) the barrel is 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 is fully painted in a single color to blend with the adjacent home or vegetation, and
    - d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.
  - 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
  - 11) 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 prohibited, however, where space allows and where appropriate as determined by the Association, ACC approved ponds may be used for water storage.
  - 12) Harvested water must be used and is not allowed to become stagnant or a threat to health.
  - 13) All systems shall 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 of any street or common area.
  - 14) The Association is in no way responsible for the maintenance or upkeep of any Barrels/System.

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of Hidden Lake Townhouse Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 15th day of February, 2012."

By: Neal Massey, President

Print Name: NEAL MASSEY

ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 15th day of February, 2012.



L.N. January  
Notary Public, State of Texas

After Recording Return to:  
Innovative Management Service  
623 West 25<sup>th</sup> Street  
Houston, Texas 77008-1903

RP 081-10-1034

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: DISPLAY OF POLITICAL SIGNS

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS       §

WHEREAS, Hidden Lake Townhouse Homeowners Association, Inc. (the "Association") is the governing entity for Hidden Lake Townhouses consisting of Hidden Lake Sections 1, 2, and 3, additions in Harris County, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas, under County Clerk's File No.s D999246 (Section 1), E626609 and E696007 (Section 2), and F654079 (Section 3), along with any amendments thereto (the "Subdivision"); and

WHEREAS, Section 202.009 of the Texas Property Code requires property owners' associations to allow property owners to display certain political signs on their property, and authorizes the Association to regulate such signs and the display thereof; and

WHEREAS, the Association, through its Board of Directors, has and may exercise discretionary authority concerning restrictive covenants, rules, and regulations in the Subdivision;

now, therefore, it is **RESOLVED**, that

Property owners may display on their property one or more signs advertising a political candidate or ballot item for an election ("Political Sign"), subject to the following regulations:

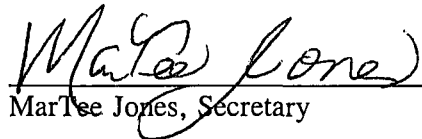
1. A Political Sign shall not be displayed more than ninety (90) days prior to, nor more than ten (10) days after, the election to which the sign relates.
2. Only one Political Sign for each candidate or ballot item may be displayed.
3. Political Signs may be displayed only on the owner's property, and may not be located on, nor encroach on, another lot, any easement, or any Common Area.
4. Political Signs must be either ground-mounted or displayed in the windows of the dwelling.
5. No displayed Political Sign may:
  - (a) be attached in any way to a vehicle, a trailer, a structure, a light, plant material, a traffic control device, or any other existing object;
  - (b) contain balloons or lights, flora, roofing material, siding, paving materials, or any other similar building, landscaping, or nonstandard decorative component;
  - (c) be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists;
  - (d) contain language, graphics, or any display that would be offensive to the ordinary person;
  - (e) include the painting of architectural surfaces;
  - (f) be larger than four (4) feet by six (6) feet;
  - (g) threaten the public health or safety;
  - (h) violate any law.
6. The Association may remove without notice any Political Sign in violation of these regulations.

PP 001-10-1033

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: DISPLAY OF POLITICAL SIGNS

CERTIFICATION

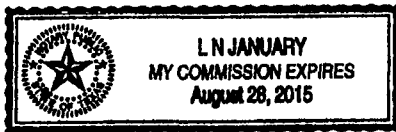
I hereby certify that I am the duly elected, qualified, and acting Secretary of Hidden Lake Townhouse Homeowners Association, Inc. and that the foregoing was adopted by majority vote of the Board of Directors on the 15 day of February, 2012.

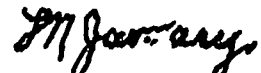
  
\_\_\_\_\_  
MarTee Jones, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 15th day February, 2012, by MarTee Jones, Secretary of Hidden Lake Townhouse Homeowners Association, Inc.



  
\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:

Innovative Management Service  
623 West 25th Street  
Houston, TX 77008-1903

RP DB1-10-1036

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RECORDS RETENTION POLICY

STATE OF TEXAS           §  
                                      §  
COUNTY OF HARRIS       §

WHEREAS, Hidden Lake Townhouse Homeowners Association, Inc. (the "Association") is the governing entity for Hidden Lake Townhouses consisting of Hidden Lake Sections 1, 2, and 3, additions in Harris County, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas, under County Clerk's File No.s D999246 (Section 1), E626609 and E696007 (Section 2), and F654079 (Section 3), along with any amendments thereto (the "Subdivision"); and

WHEREAS, the Association, through its Board of Directors, has and may exercise discretionary authority concerning restrictive covenants, rules, and regulations in the Subdivision;

now, therefore, it is **RESOLVED**, that

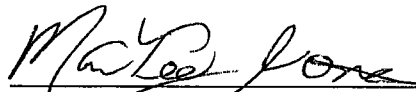
Pursuant to Texas Property Code Section 209.005(m), the Board of Directors adopts the following document retention policy:

1. The Articles of Incorporation; Bylaws; Declaration of Covenants, Conditions, and Restrictions; and all amendments thereto shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Tax returns and audit records shall be retained for seven years.
4. Minutes of meetings of the owners and the Board shall be retained for seven years.
5. Account records of current owners shall be retained for five years.
6. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.

Upon expiration of the retention period above, these documents will be destroyed. Documents not listed above are not subject to a retention period and will be destroyed when deemed appropriate by the Board of Directors or the Managing Agent.

CERTIFICATION

I hereby certify that I am the duly elected, qualified, and acting Secretary of Hidden Lake Townhouse Homeowners Association, Inc. and that the foregoing was adopted by majority vote of the Board of Directors on the 15 day of February, 2012.

  
\_\_\_\_\_  
MarTee Jones, Secretary

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RECORDS RETENTION POLICY

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 15th day of February, 2012, by  
MarTee Jones, Secretary of Hidden Lake Townhouse Homeowners Association, Inc.



*L. N. January*

\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:  
Innovative Management Service  
623 West 25th Street  
Houston, TX 77008-1903

RP 081-10-1038

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS       §

WHEREAS, Hidden Lake Townhouse Homeowners Association, Inc. (the "Association") is the governing entity for Hidden Lake Townhouses consisting of Hidden Lake Sections 1, 2, and 3, additions in Harris County, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas, under County Clerk's File No.s D999246 (Section 1), E626609 and E696007 (Section 2), and F654079 (Section 3), along with any amendments thereto (the "Subdivision"); and

WHEREAS, the Association, through its Board of Directors, has and may exercise discretionary authority concerning restrictive covenants, rules, and regulations in the Subdivision;

now, therefore, it is **RESOLVED**, that

Pursuant to Texas Property Code Section 209.005, the Board of Directors adopts the following records production and copying policy:

1. It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner, or a person designated in writing signed by the owner as the owner's agent, attorney, or certified public accountant (the owner's representative) in accordance with the following:
2. The owner or owner's representative must submit a written request for access or information. The written request must:
  - (a) be sent by certified mail, return receipt requested, to the address in the most current Management Certificate in the County Courthouse Records; and
  - (b) describe in sufficient detail the specific books and records of the Association requested; and
  - (c) contain an election either to inspect the requested books and records or to have the Association forward copies of the requested books and records.
3. If inspection is requested, the Association shall send written notice of the location, date(s), and time(s) the requested books and records will be made available. Such notice will be sent within ten business days after receipt of the request, except as provided below. The inspection shall take place at a mutually agreed time during normal business hours. The inspecting party may identify and request copies, at the owner's expense, of books and records inspected.
4. If copies are requested, the Association shall produce copies of the requested books and records within ten business days after receipt of the request, except as provided below.
5. If the Association is unable to produce the requested books and records within the ten business days above, the Association shall send written notice of a date when such will be sent or made available, provided that such date shall be no later than fifteen business days after the date of the notice.
6. Books and records will be produced only to the extent those requested books and records are in the possession, custody, or control of the Association. Except as otherwise provided in Sections 209.005, 209.008(d), or 209.0057 of the Texas Property Code, the following are not subject to inspection or production:

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RECORDS PRODUCTION AND COPYING POLICY

- (a) financial information of any owner, including payments made or due the Association;
  - (b) information regarding possible or actual violations of a dedicatory instrument by any owner;
  - (c) contact information of any owner other than the owner's address;
  - (d) information related to an employee of the Association;
  - (e) attorney files and records relating to the Association;
  - (f) ballots cast in an election or removal of Directors.
7. The Association will charge the owner for the compilation, production, and reproduction of information requested. An estimate of the charges incurred in responding to any request hereunder must be paid in advance. All such charges, if not paid, will be added to the assessments due on the property. Charges include all reasonable costs of materials, labor, and overhead, and will be the maximum costs applicable for an item under the Texas Administrative Code, Section 70.3, as same may be amended from time-to-time. As of the date of this policy, those costs include, but are not limited to:
- (a) copies (8½ x 11): \$0.10 per page. (Each side that has recorded information is considered a page.)
  - (b) oversize copies (11 x 17, green bar, blue bar): \$0.50 per page.
  - (c) specialty paper (blueprint, map, photographic): actual cost.
  - (d) labor: \$15.00 per hour for the actual time to locate, compile, organize, redact, and/or reproduce the requested documents. (Labor will not be charged if the request involves 50 or fewer pages unless the records are in a remote location or are in two or more separate buildings that are not connected.)
  - (e) overhead: 20% of the total labor charge.
  - (f) materials: actual cost of envelopes, boxes, labels, folders, and other supplies.
  - (g) postage and shipping or delivery costs: actual cost.

If the actual costs incurred are different than the estimated costs paid in advance, the Association will issue a refund or invoice as appropriate.

8. As used herein, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RECORDS PRODUCTION AND COPYING POLICY

CERTIFICATION

I hereby certify that I am the duly elected, qualified, and acting Secretary of Hidden Lake Townhouse Homeowners Association, Inc. and that the foregoing was adopted by majority vote of the Board of Directors on the 15 day of February, 2012.

*MarTee Jones*  
\_\_\_\_\_  
MarTee Jones, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 15th day of February, 2012, by MarTee Jones, Secretary of Hidden Lake Townhouse Homeowners Association, Inc.



*L N January*  
\_\_\_\_\_

Notary Public, State of Texas

After recording, return to:

Innovative Management Service  
623 West 25th Street  
Houston, TX 77008-1903

RECORDER'S MEMORANDUM:

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

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

FEB 23 2012



*Stan Stewart*  
\_\_\_\_\_  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP 081-10-1041

4  
NOTICE

NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

10R

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I, the undersigned, do hereby certify:

1. That I am the duly appointed Managing Agent of HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. (the Association), a Texas non-profit corporation; and
2. That the attached documents apply to the operation of the Association and the utilization of property within HIDDEN LAKE TOWNHOUSES, a subdivision in Harris County, Texas, more particularly described as follows:
  - A. HIDDENLAKE SECTION ONE (P.U.D), recorded in Volume 211, page 36, of the Map Records of Harris County, Texas, County Clerk's File Number D999246;
  - B. HIDDENLAKE SECTION TWO (P.U.D), recorded in Volume 231, page 66, of the Map Records of Harris County, Texas, County Clerk's File Number E626609;
  - C. HIDDENLAKE SECTION TWO (P.U.D) CORRECTION PLAT, recorded in Volume 233, page 92, of the Map Records of Harris County, Texas, County Clerk's File Number E696007;
  - D. HIDDENLAKE SECTION THREE (P.U.D), recorded in Volume 273, page 22, of the Map Records of Harris County, Texas, County Clerk's File Number F654079; and
3. That the attached documents are a true and correct copy of the originals; and
4. That the attached documents are herewith being recorded in the Real Property Records of Harris County pursuant to Texas Property Code §202.006.

(4)  
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IN WITNESS WHEREOF, I have hereunto subscribed my name this the 20th day of February, 2012.

Larry January  
Larry January, Managing Agent

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry January, Managing Agent of Heritage Park West Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Given under my hand and seal of office this the 20th day of February, 2012.



Jean Kelly Nicholson  
Notary Public, State of Texas

After recording, return to:  
Innovative Management Service  
623 W. 25th Street  
Houston, TX 77008

✓

FILED FOR RECORD  
8:00 AM

FEB 23 2012

Stan Stant  
County Clerk, Harris County, Texas

RP DB1-10-0750

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

POLICY  
RE: PATIO AREAS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Declaration) provides as follows:

EXTERIOR MAINTENANCE Section 6.1 - In addition to maintenance upon the common area ... the association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: painting, repairing, replacing, ... and caring for exterior building surfaces, including all walls within enclosed patio areas, roofs, gutters and downspouts (if any), fences, ... and other exterior improvements and planted areas.

Section 8.12 Owner's Maintenance: .... Maintenance, upkeep, and repairs of any patio area shall be the sole responsibility of the individual owner and not in any manner the responsibility of the association.

and WHEREAS, the Texas Property Code provides as follows:

**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.


and WHEREAS, the Board of Directors desires to clarify for the owners the Association's responsibilities under Section 8.12 of the Declaration;

now, therefore, it is

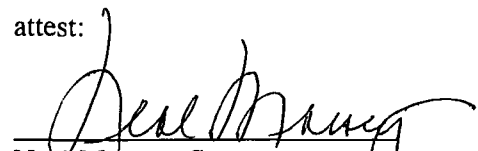
**RESOLVED**, Section 8.12 of the Declaration regarding patio areas is deemed to mean:

Maintenance, upkeep, and repairs of any patio area, including decks, atriums, porches, balconies, and the like, shall be the sole responsibility of the individual owner and not in any manner the responsibility of the Association.

Adopted 2/15/2011.

  
Chris Elliott, President

attest:

  
Neal Massey, Secretary

RP 081-10-0751

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: GARAGE AND ESTATE SALES

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Deed Restrictions) provides as follows:

Section 2.3 - Parking Rights: The use of all parking areas situated in the common area shall be subject to the exclusive control and management of the Board of Directors of the association.

Section 8.2 - Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the board of directors.

Section 8.6 - Signs: No sign of any kind shall be displayed to public view on any lot or building except one (1) sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent.

Section 8.4 - Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners.

and WHEREAS, the Texas Property Code provides as follows:

**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.

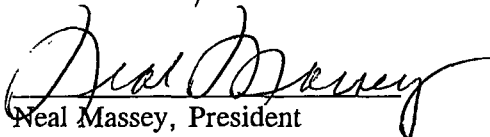
and WHEREAS, the Board of Directors has concluded that conducting garage sales and estate sales on the property will interfere with the residents' access to and use of the limited parking facilities available, and may give rise to security issues;

now, therefore, it is

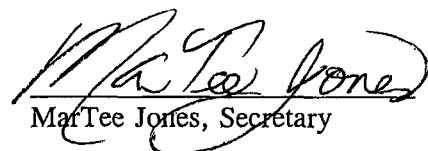
**RESOLVED**, That no garage sales or estate sales may be conducted in the subdivision.

Adopted

5/25/11.

  
Neal Massey, President

attest:

  
MarTee Jones, Secretary

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: PLANTING AND GARDENING IN THE COMMON AREA

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Deed Restrictions) provides as follows:

Section 8.11 - Use of Common and Open Areas: Except in the individual patio areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the properties except such as are installed in connection with the initial construction of the residences located thereon or those approved by the association's board of directors or the architectural committee, it being understood that this provision is applicable to lots as well as common area.

Section 8.2 - Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the board of directors.

Section 8.4 - Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners.

and WHEREAS, the Texas Property Code provides as follows:

**Section 202.003. Construction of Restrictive Covenants.** (a) A restrictive covenant shall be liberally construed to give effect to its purposes and intent.

**Section 202.004. Enforcement of Restrictive Covenants.** (a) An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

**Section 204.010. Powers of Property Owners' Association.** (a) Unless otherwise provided by the restrictions or the association's articles of incorporation or bylaws, the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.

and WHEREAS, the Board of Directors desires to establish a uniform and equitable procedure for the enforcement of the Deed Restrictions;

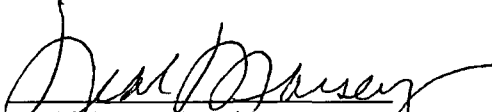
now, therefore, it is


**RESOLVED,** That

No planting or gardening in the Common Area shall be done by any owner or resident. Only the Board of Directors can perform planting or gardening in the Common Area.

Adopted 6/15/11.

attest:

  
Neal Massey, President

  
Mar Tee Jones, Secretary

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

FEB 23 2012



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

HLDRVGS.RES

001-10-0753

NOTICE OF DEDICATORY INSTRUMENT  
FOR  
HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

3  
Notice  
Z

I, the undersigned, do hereby certify:

1. That I am the duly appointed Managing Agent of HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. (the Association), a Texas non-profit corporation; and
2. That the attached document applies to the operation of the Association and the utilization of property within HIDDEN LAKE TOWNHOUSES, a subdivision in Harris County, Texas, more particularly described as follows:
  - A. HIDDENLAKE SECTION ONE (P.U.D), recorded in Volume 211, page 36, of the Map Records of Harris County, Texas, County Clerk's File Number D999246;
  - B. HIDDENLAKE SECTION TWO (P.U.D), recorded in Volume 231, page 66, of the Map Records of Harris County, Texas, County Clerk's File Number E626609;
  - C. HIDDENLAKE SECTION TWO (P.U.D) CORRECTION PLAT, recorded in Volume 233, page 92, of the Map Records of Harris County, Texas, County Clerk's File Number E696007;
  - D. HIDDENLAKE SECTION THREE (P.U.D), recorded in Volume 273, page 22, of the Map Records of Harris County, Texas, County Clerk's File Number F654079; and
3. That the attached document is a true and correct copy of the original; and
4. That the attached document is herewith being recorded in the Real Property Records of Harris County pursuant to Texas Property Code §202.006.

10R  
(3) IEE  
IEE  
IEE

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 4th day of September, 2012.

*Larry January*

Larry January, Managing Agent

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 4, 2012, by Larry January.

*Cheri Ann Wichmann*  
Notary Public, State of Texas



After recording, return to:  
Innovative Management Service  
623 W. 25th Street  
Houston, TX 77008

✓

RP 093-01-1624

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
ALTERNATIVE PAYMENT PLAN POLICY

WHEREAS, Section 209.0062 of the Texas Property Code requires property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association, through its Board of Directors, has and may exercise discretionary authority concerning restrictive covenants, rules, and regulations in the Subdivision;

now, therefore, it is **RESOLVED**, that

Upon request, all owners are automatically approved for the following Alternative Payment Plan (except as noted):

1. This payment plan must be evidenced by a Payment Agreement executed by the owner(s) and approved by the Association.
2. This payment plan shall include all delinquent regular and special assessments and other sums owed to the Association as of the effective date of the Payment Agreement (the "Initial Amount Owed").
3. As provided for in Section 209.0062 of the Texas Property Code, interest and reasonable costs for administering this payment plan will be added to the amount due under the plan as follows: interest at the rate of 6% per annum, as specified in the Declaration of Covenants, Conditions, and Restrictions; \$65.00 for the preparation and initiation of the payment plan; and \$21.65 for processing each payment that does not bring the account to a zero balance.
4. Payments shall be made in consecutive months and shall consist of a down payment and four (4) monthly payments as follows:
  - (a) A down payment of \$86.65 plus at least 20% of the Initial Amount Owed;
  - (b) Three (3) monthly payments, each of \$21.65 plus at least 20% of the Initial Amount Owed; and
  - (c) A final monthly payment of the remaining unpaid balance.

Payments are due on or before the 15th of each month. The balance may be paid in full at any time without penalty.

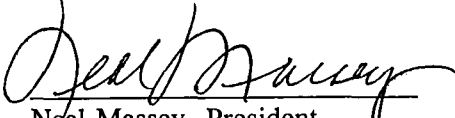
5. Assessments and other amounts owed to the Association that come due during the term of this payment plan must be paid before the end of their respective grace periods. Such payments cannot be bundled with, or included in, the payments due under this plan.
6. The owner(s) will be in default if any payment is missed or late, if any payment is not honored by the bank, or if any subsequent assessment or amount due the Association becomes delinquent. In the event of default, the Payment Agreement will automatically become void. Acceptance of a payment made after the Payment Agreement has become void shall not reinstate the Payment Agreement.
7. This payment plan is not available to any owner during the two years following that owner's default on any previous payment plan.

2021-10-03 16:25

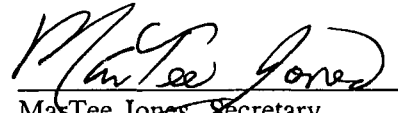
HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
ALTERNATIVE PAYMENT PLAN POLICY

8. This payment plan is available only for amounts owed to the Association that have not been turned over to the Association's attorney for collection.
9. The Board of Directors is always willing to work with responsible owners to design a customized payment plan different from this one, provided that all charges are paid off within a reasonable time. Requests for a customized payment plan should be directed to the Association's managing agent.

Adopted August 22, 2012.

  
Neal Massey, President

attest:

  
MarTee Jones, Secretary

RP 083-01-1626

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

SEP - 6 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

SEP - 6 2012

*Stan Stewart*  
County Clerk, Harris County, Texas

CERTIFIED MAIL RECEIPT  
7011 2000 0002 0234 5458

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EASMT  
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20120515264  
11/05/2012 RP2 \$28.00

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 14 day of February, 2011 by and between Comcast of Houston, LLC, a Delaware limited liability company, its successors and assigns, hereinafter referred to as "Grantee" and Hidden Lake Townhouse Homeowners Association, Inc., hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated February 14, 2011, pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in County of Harris, State of Texas described as follows:

LEGAL DESCRIPTION:  
(See Attached)

Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.

REP 0034-05-1181

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Hidden Lake Townhouse Homeowners Association, Inc. 102

Jean Nicholson  
Name: Jean Nicholson

By: [Signature]  
Name: Chris Elliott  
Title: President

GRANTEE

ATTEST:

Comcast of Houston, LLC 102

\_\_\_\_\_  
Name: \_\_\_\_\_

By: [Signature]  
Name: Douglas R. Guthrie  
Title: Senior Vice President - Houston Region

RECORDED

FILED  
2012 NOV -5 PM 1:59  
Star St. Clerk  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

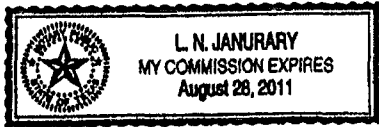
STATE OF TEXAS

) ss.

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 18th day of January, 2011 by Chris Elliott (name), the President (title) of Hidden Lake Townhouse Homeowners Association, Inc. (entity), on behalf of said entity. He is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



*L. N. January*  
\_\_\_\_\_  
Notary Public  
(Print Name)

My commission expires: \_\_\_\_\_

STATE OF TEXAS

) ss.

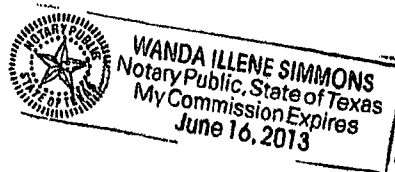
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 14 day of February, 2011 by Douglas R. Guthrie (name), of Comcast of Houston, LLC (entity), on behalf of said entity. He is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

*Douglas R. Guthrie*  
\_\_\_\_\_  
Notary Public  
(Print Name)

My Commission expires: \_\_\_\_\_



RP 084-65-1182

LEGAL DESCRIPTION

Legal Description: **UNIT 3 BLDG 7  
HIDDEN LAKE SEC 2 R/P**  
Property Address: **701 WORTHSHIRE ST  
HOUSTON TX 77008**

7

**Through (odd property address numbers)**

Legal Description: **UNIT 6 BLDG 9  
HIDDEN LAKE SEC 3**  
Property Address: **801 WORTHSHIRE ST  
HOUSTON TX 77008**

HP 084-65-1183

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.

NOV - 5 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Please Return Documents To:  
Wanda Simien  
Comcast Cable  
8590 W. Tidwell  
Houston, TX 77040

///

2  
Notice  
w/ VC.

RP-2018-492281  
10/29/2018 RP2 \$20.00

FENCE AGREEMENT  
772 WORTHSHIRE

I, the undersigned, do hereby certify:

1. That I am the duly appointed Managing Agent of HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. (the Association), a Texas non-profit corporation; and

10R

2. That the attached document applies to the fence at the back of the lot at 772 Worthshire, Houston, Texas, more particularly described as:

Unit 3, Building 10, of HIDDEN LAKE Section Three (P.U.D), recorded in Volume 273, page 22, of the Map Records of Harris County, Texas; and

D

3. That the attached document is a true and correct copy of the original.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 22nd day of October, 2018.

*Larry January*

Larry January, Managing Agent

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 22, 2018, by Larry January.

*Jean Nicholson*

Notary Public, State of Texas



After recording, return to:

Hidden Lake Townhouse Homeowners Association, Inc.  
c/o Innovative Management Service  
623 W. 25th Street  
Houston, TX 77008

FENCE AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BY THIS AGREEMENT it is understood and agreed among the parties hereto as follows:

1. HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. (the Association), a Texas non-profit corporation, and KERRY LYNN JACKSON (Owner), owner of 772 Worthshire Street, Houston, Texas 77008 (the Lot), hereby agree and consent to the terms described herein. *ll*
2. On or about October 8, 2018, the Association removed the fence and gate previously erected in the Common Area behind the Lot. The Association agrees to erect a new fence and gate of the same style, material, and construction as the one removed, and in the same area as the one removed.
3. Owner agrees to allow the Association, at its expense, to replace the said fence and gate with a new fence and gate at the property line of the Lot at such time as any of the following occur, whichever occurs first:
  - A. any part of the fence or gate has aged, deteriorated, or been damaged to the point it needs to be replaced; or
  - B. the Lot is put up for sale; or
  - C. at the request of Owner.

The Association and Owner agree to negotiate in good faith to accomplish the relocation in a timely manner.

EXECUTED this 22 day of October, 2018.

HIDDEN LAKE TOWNHOUSE  
HOMEOWNERS ASSOCIATION, INC.

*Mat Tee Jones*  
Mat Tee Jones, President

OWNER

*Kerry Lynn Jackson*  
Kerry Lynn Jackson

FILED FOR RECORD

12:29:17 PM

Monday, October 29, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, October 29, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2  
Notice  
w

**NOTICE OF DEDICATORY INSTRUMENT  
FOR  
HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
Short Term Leases**

I, the undersigned, do hereby certify:

1. That I am the duly appointed Managing Agent of HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. (the Association), a Texas non-profit corporation; and
2. That the attached document applies to the operation of the Association and the utilization of property within HIDDEN LAKE TOWNHOUSES, a subdivision in Harris County, Texas, more particularly described as follows:
  - A. HIDDENLAKE SECTION ONE (P.U.D), recorded in Volume 211, page 36, of the Map Records of Harris County, Texas, County Clerk's File Number D999246;
  - B. HIDDENLAKE SECTION TWO (P.U.D), recorded in Volume 231, page 66, of the Map Records of Harris County, Texas, County Clerk's File Number E626609;
  - C. HIDDENLAKE SECTION TWO (P.U.D) CORRECTION PLAT, recorded in Volume 233, page 92, of the Map Records of Harris County, Texas, County Clerk's File Number E696007;
  - D. HIDDENLAKE SECTION THREE (P.U.D), recorded in Volume 273, page 22, of the Map Records of Harris County, Texas, County Clerk's File Number F654079; and
3. That the attached document is a true and correct copy of the original; and
4. That the attached document is herewith being recorded in the Real Property Records of Harris County pursuant to Texas Property Code §202.006.

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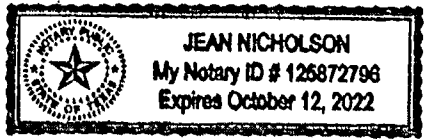
IN WITNESS WHEREOF, I have hereunto subscribed my name this the 21st day of November, 2019.

Larry January  
Larry January, Managing Agent

102

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 21, 2019, by Larry January.



Jean Nicholson  
Notary Public, State of Texas

After recording, return to: W  
Innovative Management Service  
623 W. 25th Street  
Houston, TX 77008

RP-2019-553342

HIDDEN LAKE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES  
RE: SHORT TERM LEASES

WHEREAS, Section 204.010(a)(6) of the Texas Property Code provides that "the property owners' association, acting through its board of directors or trustees, may: (6) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision"; and

WHEREAS, Section 8.4 of the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Townhouses (the Deed Restrictions) provides that "No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners"; and

WHEREAS, Section 202.003(a) of the Texas Property Code provides that "A restrictive covenant shall be liberally construed to give effect to its purposes and intent"; and

WHEREAS, Section 202.004(a) of the Texas Property Code provides that "An exercise of discretionary authority by a property owners' association ... concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory"; and

WHEREAS, the Board of Directors desires to establish a uniform and equitable procedure for the enforcement of the Deed Restrictions; and

WHEREAS, the Board of Directors desires to bar transient, short term, and "bed & breakfast" rentals of the properties in the subdivision and rentals of individual rooms or areas within the properties:

now, therefore, it is **RESOLVED**, that

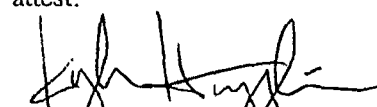
Rentals of the properties in the subdivision are subject to the following:

1. All rentals shall be only by written lease and shall be for a term of at least thirty (30) consecutive days.
2. All rental leases shall encompass the entire lot.
3. No lot shall be advertised on Airbnb.com or similar site or advertisement source for lease for any term less than thirty (30) continuous days.
4. Said leases must contain agreement by the tenant(s) to obey the Deed Restrictions, rules, regulations, policies, procedures, and other dedicatory instruments of the Association.
5. The term "lease" as used herein includes sub-leases and any other rental agreement.

Adopted 11/20/19, 2019.

  
Jeff Conrad, President

attest:

  
Kyle Huggins, Secretary

RP-2019-553342

FILED FOR RECORD

1:57:36 PM

Monday, December 16, 2019

*Diane Mautner*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, December 16, 2019



*Diane Mautner*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-553342

RES  
X

**CORPORATE RESOLUTION**  
**Hidden Lake Townhouse Homeowners Association, Inc.**  
**A Texas Non-Profit Corporation**

**Resolution Regarding Late Fees**

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The undersigned, being the duly elected, qualified and acting Secretary of Hidden Lake Townhouse Homeowners Association, Inc. (the "Association") a Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on 12/1, 2021.

**RESOLUTION**

WHEREAS, the is a Texas non-profit corporation (the "Association"), is the Association set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions of Hidden Lake Townhouses" recorded under county clerks file number E479928 of the Real Property Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"); a subdivision in Harris County, Texas according to the map or plat there of recorded in Volume 211, Page 36 (Section One), Volume 231, Page 36 (Section Two), Volume 233, Page 92 (Correction Plat Section Two) and Volume 273, Page 22 (Section Three) of the Map Records of Harris County, Texas;

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents; and

AND WHEREAS, the Board of Directors for Hidden Lake Townhouse Homeowners Association, Inc. imposes a late fee for late payment of each assessment charged to an account and wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Hidden Lake Townhouse Homeowners Association, Inc. sets the policy as follows:

All monthly assessments are due and payable on the 1<sup>st</sup> day of each month. If payment is not received by the 15<sup>th</sup> day of the month, a late fee in the amount of \$50.00 will be charged to the account as an assessment against the unit. This has been a policy of the association since at least January 1, 2017.

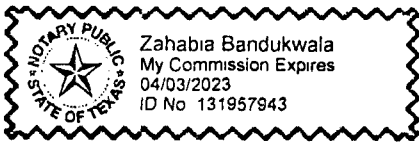
All insurance assessments are charged annually. If payment is not received within 30 days of being billed to the account, a late fee in the amount of \$50.00 will be charged to the account as an assessment against the unit, and continue to be charged each month until the insurance assessment is paid in full. This has been a policy of the association since at least January 1, 2017.

Jewel Aston  
\_\_\_\_\_  
Jewel Aston, Secretary for  
Hidden Lake Townhouse Homeowners Association, Inc.

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

This instrument was acknowledged before me on the 2 day of Dec., 2021, by JEWEL ASTON, Secretary of Hidden Lake Townhouse Homeowners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.



[Signature]  
\_\_\_\_\_  
Notary Public in and for the State of Texas

Record and Return to:    Hidden Lake Townhouse Homeowners Association, Inc.  
   ✓ c/o Creative Management Company  
   8323 Southwest Freeway, Suite #330  
   Houston, TX 77074

FILED FOR RECORD

8:00:00 AM

Tuesday, March 8, 2022



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Tuesday, March 8, 2022



COUNTY CLERK  
HARRIS COUNTY, TEXAS