

**FIRST SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
LAKESHORE VILLAGE**

**[Covenant Enforcement and Fining Policy; Parking Rules; Bylaws; Articles; Subordination  
Agreements; Collection Policy; Pet Rules; Pool Rules]**

**STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

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**COUNTIES OF TARRANT  
AND DALLAS**

§

§

**THIS FIRST SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKESHORE VILLAGE** (this "First Supplemental Notice") is made this 12 day of September, 2016, by the Lakeshore Village Homeowners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Destination Lifestyles at Lakeshore Village L.L.C., a Texas limited liability company, ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions & Restrictions for Lakeshore Village Townhomes" on or about February 24, 2005, as Instrument No. D205052749 of the Real Property Records of Tarrant County, Texas, and at Volume 2005038, Page 05738 *et seq.* of the Real Property Records of Dallas County, Texas, as amended and supplemented (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on July 11, 2016, the Association recorded a Notice of Filing of Dedicatory Instruments for Lakeshore Village under Document No. D216152588 of the Deed Records, Tarrant County, Texas (the "Notice") which included the Pet Rules and Pool Rules; and

**WHEREAS**, the Association desires to supplement the Notice to include the documents as set forth on **Exhibit "1"** attached hereto and incorporated by reference.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "1"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant and Dallas Counties, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Supplemental Notice to be executed by its duly authorized agent as of the date first above written.

LAKESHORE VILLAGE HOMEOWNERS ASSOC.,  
INC., a Texas non-profit corporation

By: Jennifer Elliott

Printed Name: Jennifer Elliott

Title: Treasurer

**ACKNOWLEDGMENT**

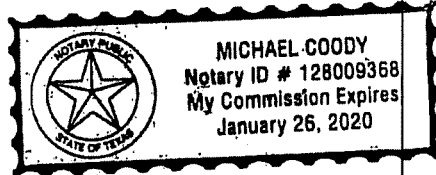
STATE OF TEXAS       §  
                                  §  
COUNTY OF Hood   §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Elliott, Treasurer of Lakeshore Village homeowners Assoc., Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 12<sup>th</sup> day of September, 2016.

[Signature]  
Notary Public, State of Texas  
01-26-2020  
My Commission Expires

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**EXHIBIT 1**

1-A. Covenant Enforcement and Fining Policy

1-B. Parking Rules

1-C. Articles of Incorporation

1-D. Collection Policy

1-E. Pet Rules

1-F. Pool Rules

# LAKESHORE VILLAGE HOMEOWNERS ASSOCIATION, INC.

## COVENANT ENFORCEMENT AND FINING POLICY

**WHEREAS**, the Lakeshore Village Homeowners Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Lakeshore Village Townhomes (the "Declaration") and any rules and regulations adopted by the Association (collectively, the "Governing Documents"); and

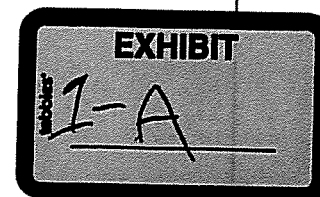
**WHEREAS**, pursuant to Article IX, Sections 9.2.4 and 9.3 of the Declaration, the Association is authorized to enforce the terms, provisions and conditions of the Declaration, the By-Laws and the rules and regulations of the Association, including the imposition of reasonable monetary fines for violations of the Governing Documents; and

**WHEREAS**, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association desires to promulgate the following rules establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy").

1. Exempted Actions/Remedies. This Enforcement Policy and the procedures herein does not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to collect a regular or special assessment or foreclose under the Association's lien, or is pursuing a self-help remedy. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges. To the extent the Governing Documents and/or other Policies adopted by the Association require notice before the Association may pursue the remedy of self-help, those provisions and/or policies will control and the Association shall comply with them.

2. Generally. The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.



3. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

4. Report of Violation. Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 5 below.

5. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by certified mail (the "Notice of Violation"). A Notice of Violation letter is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the current Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including any property damage caused by the Owner, and state any amount due to the Association from the Owner.

b. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, or the amount claimed to be due from the owner for property damage.

c. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, and a description of the action required to cure the Violation, as well as specify the date by which the owner must cure the violation.

d. A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) if the owner is serving on active military duty.

e. The recipient may, on or before thirty (30) days after the date of the Notice of Violation (the date of mailing), deliver to the Association a written request for a hearing.

f. If a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

If the hearing described in e. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board

6. Notice of Sanction/Fine. A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

7. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or a committee appointed by the Board affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action.

8. Appeal. Following a hearing before a committee of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within thirty (30) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided above for hearings before a committee appointed by the Board.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collection fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

a. In the event that the Owner has not cured the Violation within the requested time period (or, in the case of a recurring Violation, the Violation has reoccurred), has not made a timely written request for a hearing, or the Board subsequent to a hearing decides to levy a fine, then the Board may impose a fine up to the amount of \$50.00 against the Owner and the Lot. In the event that the Board imposes a fine against an Owner and a Lot, the Board or its delegate will send a formal notice of the imposition of a fine (the "Notice of Fine") to the Owner.

b. If the Violation is still not corrected or cured within thirty (30) days from the date of the Notice of Fine, then the Board may impose a second fine up to the amount of \$100.00 against the owner and the Lot. In the event the Board imposes a second fine against the owner and the Lot, it shall so notify the Owner in writing.

c. In the event that the Violation is not cured within thirty (30) days from the date of the notice of the second fine, the Board may impose a third fine up to the amount of \$200.00 against the owner and the Lot. In the event the Board imposes a second fine against the owner and the Lot, it shall so notify the Owner in writing.

d. In the event that the Violation is not cured within ten (10) days from the date of the notice of the third fine, the Board may impose additional fines against the owner and the Lot for every ten (10) days the violation exists in an amount determined by the Board with the aggregate not exceeding \$800.00.

e. Improvements made without first obtaining approval that are temporary in nature, including, but not limited to, solar screens, storm windows, landscaping, painting, and the like, will incur a \$200.00 fine.

f. Improvements made without first obtaining ACC approval that are of a permanent nature, including, but not limited to, replacing fences, patio covers, sheds, gutters, roof replacement, and all concrete expansions, will incur a \$500.00 fine.

g. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorney's fees, shall be a continuing lien upon the Lot against which such Violation Fines are made.

11. Notices. Unless otherwise provided in this Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

12. Cure of Violation During Enforcement. An Owner may correct or eliminate a curable Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. If the Owner corrects or eliminates a curable Violation before the cure period provided for in the Notice of Violation, a fine may not be assessed for the Violation. If the Owner corrects or eliminates a curable Violation after the cure period provided for in the Notice of Violation, the Owner will remain liable for all costs and fines incurred or levied under this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist.

13. Definitions. The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.



14. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED** that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on August 15<sup>th</sup>, 2016, and has not been modified, rescinded or revoked.

DATE: 8/29/2016

Jennifer Elliott - TREASURER  
Secretary

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**ARTICLES OF INCORPORATION**  
**OF**  
**LAKESHORE VILLAGE HOMEOWNERS ASSOC.,**  
**INC.**  
**(A Non-Profit Corporation)**

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FILED  
In the Office of the  
Secretary of State of Texas  
JAN 25 2005  
Corporations Section

**ARTICLE ONE**

The name of the Corporation is Lakeshore Village Homeowners Assoc., Inc.  
("the Corporation").

**ARTICLE TWO**

The Corporation is a non-profit corporation.

**ARTICLE THREE**

The period of its duration is perpetual.

**ARTICLE FOUR**

The Corporation is organized exclusively for charitable, religious, educational, or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.



**ARTICLE FIVE**

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address, is as follows:

Doug Huffman  
321 Exchange Drive  
Arlington, Texas 76011

**ARTICLE SIX**

The number of initial Directors is three. The names and addresses of the initial directors are:

Doug Huffman  
321 Exchange Drive  
Arlington, Texas 76011

John Kraft  
321 Exchange Drive  
Arlington, Texas 76011

Tony Nichols  
321 Exchange Drive  
Arlington, Texas 76011

**ARTICLE SEVEN**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

**ARTICLE EIGHT**

Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation

exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future Federal Tax Code, or (b) by a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code.

#### ARTICLE NINE

Upon the Dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated for such purposes.

#### ARTICLE TEN

The name and address of the Incorporator is:

Sharon M. Leal  
408 W. 17th Street, Suite 101  
Austin, Texas 78701-1207  
(512) 474-2002

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-fifth day of January, 2005.

*Sharon M. Leal*

Sharon M. Leal, Incorporator

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Geoffrey S. Connor  
Secretary of State

**Office of the Secretary of State**

**CERTIFICATE OF INCORPORATION  
OF**

Lakeshore Villago Homeowners Assoc., Inc.  
Filing Number: 800444480

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/25/2005

Effective: 01/25/2005



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

3

**LAKESHORE VILLAGE HOMEOWNERS ASSOCIATION**  
**Collection Policy**

The Lakeshore Village Homeowners Association ("Association") acting through its Board of Directors, has certain responsibilities regarding the care and maintenance of Common Elements. In order to meet these responsibilities and protect the assets of all Owners, the Association must levy assessments and special assessments and ensure timely receipt of such assessments. The purpose of this policy is to establish procedures by which the Association achieves uniformity and non-discrimination in the collection of both monthly and special assessments, as permitted in its governing documents.

Annual Assessments

The Association's annual assessments are due and payable in two equal installments on January 1<sup>st</sup> and July 1<sup>st</sup> each year. Any annual assessment not paid when due, will be delinquent. If any such assessment is not paid within (10) ten days after the date of delinquency shall be charged a late charge. Pursuant to Article 9, Section 9.1.3 of the Declaration, the Board hereby sets a late charge at \$25 along with a 10% per annum interest charge on the unpaid balance.

Special Assessments

Special assessments may be levied to meet common expenses, as deemed necessary by the Board of Directors and as allowed in the Declaration and Bylaws. Special assessments are due and payable as stated in the assessment notice. Any special assessment not paid within ten (10) days beyond the due date stated in the assessment notice is considered delinquent. The delinquent special assessment shall bear interest from the due date, until paid, at the rate of 10% per annum.

Notice to Owner of Delinquent Accounts

If an Owner fails to make payment of a monthly or special assessment within ten (10) days beyond the due date of such, the Association will send a late notice to the Owner. Such notice will state that an assessment is outstanding, and include the name and telephone number of a person who may be contacted regarding payment of the assessment.

If an Owner fails to make payment of a monthly or special assessment within thirty (30) days beyond the due date of such, the Association will send a delinquency notice to the Owner. Such notice will be sent by certified mail, and shall state that the Owner is responsible for all late fees and interest, as calculated above.

Referral to Attorney/Collection Agency

If an Owner fails to make payment of a monthly or special assessment within sixty (60) days beyond the due date of such, the Association will send a (30) thirty day notice to Owner of intention to refer the delinquent account to an attorney/collection agency.



Owner shall be made aware of payment plan options at the time such letter is sent. Such notice will be sent by certified mail. Subsequently upon the decision of the Board of Directors on behalf of the Association, the delinquent account will be forwarded to the attorney / collection agency for collection in full.

If an Owner with a delinquent account fails to respond to the attorney/collection agency, the Association reserves the right to commence a lawsuit against the Owner, file a notice of lien against the property of the delinquent Owner, and/or initiate foreclosure proceedings pursuant to current Texas law.

The Association shall be entitled to recover from the Owner its reasonable attorney's fees and collection costs incurred in the collection of delinquent accounts. Such fees shall be due and payable from the Owner immediately when incurred, upon demand.

#### Returned Checks

In the event that any check payable to the Association is not honored by the payee's bank or returned by the bank for any reason, including insufficient funds, the Owner shall be assessed a \$75.00 returned check fee.

#### Applications of Payments Made to the Association

All funds received by or on behalf of Owners will be applied in the following order:

1. delinquent assessment
2. current assessment
3. attorney's fee or third party collection costs incurred by the Association solely for assessments or any other share that could provide the basis for foreclosure
4. attorney fees incurred by the Association that are not subject to the preceding subpart
5. fines; and
6. any other amounts owed to the Association

#### Waiver

An Owner who is unable to make timely payment of assessments because of personal hardship may request a waiver by submitting a written request to the Association. The Owner's request for waiver should specify the nature of the personal hardship, and the relief that is sought. The Association will consider such request for waiver and issue a written response, indicating whether relief is granted and any conditions associated with relief. Relief may only be granted by a majority vote of the Board of Directors.

#### Notice to Owner of Collection Policy

The Association will notify all Owners of this collection policy by sending a copy via U.S. mail and recording it in the deed records.

#### Effective Date

This collection policy shall take effect on January 1, 2012, and shall remain in full force and effect until revoked, modified or amended by majority vote of the Board of Directors.

The Association will notify all owners by mailing a copy of the notice and by recording it in the deed records.

Tim Stewart Date 12/8/11  
Tim Stewart, President

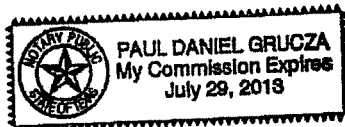
Tonya Martin Date 12-8-11  
Tonya Martin, Witness

State of Texas  
County of Dallas  
County of Tarrant

On this 8th day of Dec, 2011, before me personally appeared Tonya Martin, who is personally known to me to be the person whose name is subscribed as a witness to the attached instrument, and after being duly sworn by me, stated under oath the he/she saw TONYA MARTIN, sign the attached instrument, and that he/she signed as a witness at the request of the person who executed the instrument.

Witness my hand and official seal

Paul Daniel Grucza





## **Lakeshore Village Homeowners Association Pet Policy**

The following pet policies are to be respected by all pet owners:

- 1) All dogs must be on a leash when on the common elements.
- 2) Pet owners must immediately pick up droppings after their pets anywhere on the common elements, including, but not limited to, driveways, guest parking spaces, or the streets, and dispose of accordingly.
- 3) No pets may be leashed or chained on the exterior of a unit.
- 4) No food or water may be left outside of a unit or on the patio or balcony of a unit for any animal.
- 5) Pets must be properly vaccinated and have tags which comply with the requirements of the City of Grand Prairie. We recommend that all pets have tags with owner's name and phone number for identification.
- 6) No pets are allowed in the pool area.
- 7) Pet owners (and their parents if the owner is a minor) are solely liable for any damages caused by their pets.
- 8) No animal, bird, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose. Customary domesticated household pets may be kept subject to the Rules which may regulate the type, size, number, and disposition of animals, and which may authorize removal of an animal that violates the Rules. A household pet means a house dog, a house cat, a small caged bird, or aquarium fish. In the event the Rules fail to establish animal occupancy quotas, no more than 2 dogs or cats, or 1 dog and 1 cat, may be maintained in each Townhome. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board.

Any animal found on the common elements unattended will be relinquished to the city pound. If a pet is deemed by the Board to create a disturbance to other residents, the Board may permanently prohibit that pet from entering or residing anywhere on the property.

Should the Association incur any expenses or financial obligations in the removal of a pet, the owner of the unit where the pet resides will be liable for reimbursement of any such expense.



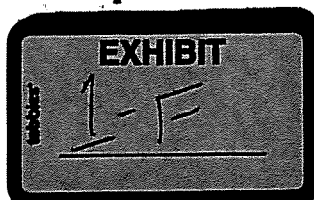
**Lakeshore Village Homeowners Association, Inc.**  
**Pool Rules and Regulations**

**WARNING – NO LIFEGUARD ON DUTY. SWIM AT OWN RISK.**

**Pool Hours: 6:00 A.M. TO 10:00 P.M**

**POOL RULES**

1. Persons using pool facilities do so at their own risk. The Association assumes no responsibility for accident or injury.
2. The pool is for the exclusive use of Lakeshore Village residents and their guests. Residents are responsible for the conduct of their guests at all times. The resident must accompany guests. A maximum of four guests are permitted per unit. Guest must be with Owner or occupant sponsor at all times.
3. No running, horseplay, fighting, dangerous conduct or noise, which disturbs the other residents or guests, is allowed in the pool area. Due to the extreme danger, no one may play or dive into the negative edge pool.
4. No one under 16 years of age shall be allowed in the pool at any time, unless accompanied and supervised by a parent, guardian or a person over the age of 18 years who has been given written authority by the parent or guardian to supervise the child and who has assumed responsibility for such supervision.
5. Pool gates may not be propped open or otherwise rendered inoperable, even temporarily. Texas Department of State Health Services rules for swimming pools and spas prohibit propping open pool yard gates. Gates in need of repair should immediately be reported to the managing agent.
6. Safety equipment is to be used only in case of an emergency.
7. Pool furniture may not be removed from the pool area. Owners may not leave their own personal property in the pool area but should return such personal property to their own unit when leaving the pool area.
8. Voices shall be kept at normal conversational levels. Only personal listening devices are allowed with the use of earphones. Cursing or abrasive language is not permitted.
9. Large parties, defined as more than four (4) persons, must be cleared through the Board of Directors, in writing, no less than 48 hours in advance.
10. Only proper swimsuits are permitted. Diapers, cut-offs, or thongs are not allowed. Infants and incontinent persons shall be in appropriate swim attire.



11. Long hair shall be constrained by ponytails, braids, or swim caps.
12. No smoking allowed in pool area.
13. No pets are permitted in the pool or pool area.
14. The Association is not responsible for personal articles that are lost, damaged, or stolen.
15. Pool users shall be responsible for paying clean-up expenses, repair costs, and damages they or their guests cause.
16. Residents and guests should feel free to respectfully request others to cease any violation of these rules. These rules apply to owners, residents, occupants, guests, and their children.
17. Each resident is responsible for cleaning up the area used. This includes removing any beverages from the area and cleaning off chairs. All articles brought to the pool area, including but not limited to, trash, towels, books, magazines, and newspapers shall be removed.

**NO LIFEGUARD ON DUTY! SWIM AT YOUR OWN RISK!**

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