

SECOND AMENDMENT TO THE FIRST SUPPLEMENTAL NOTICE OF FILING OF
DEDICATORY INSTRUMENTS
FOR
LAKESHORE VILLAGE
[Second Amended and Restated Parking Rules]

STATE OF TEXAS

COUNTIES OF TARRANT
AND DALLAS

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KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND AMENDMENT TO THE FIRST SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKESHORE VILLAGE (this "Second Amendment to the First Supplemental Notice") is made this 23 day of September, 2019, 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, on September 21, 2016, the Association recorded the First Supplemental Notice of Filing of Dedicatory Instruments for Lakeshore Village under Document No. D216221117 of the Real Property Records of Tarrant County, Texas and under Document No. 201600264590 of the Real Property Records of Dallas County, Texas ("First Supplement") which included parking rules.

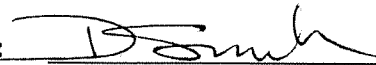
WHEREAS, the Board deleted and replaced the parking rules with the Amended and Restated Parking Rules (the "**First Amended and Restated Parking Rules**") recorded under that First Amendment to the First Supplemental Notice of Filing of Dedicatory Instruments for Lakeshore Village on February 23, 2018, under Instrument Number 201800048040 of the Deed Records of Dallas County, Texas, and on February 22, 2018, under Instrument Number D218038575 of the Deed Records of Tarrant County, Texas (the "**First Amendment to the First Supplement**"); and

WHEREAS, the Association desires to delete and replace the First Amended and Restated Parking Rules filed with the First Amendment to the First Supplement with the Second Amended and Restated Parking Rules attached hereto as **Exhibit "1"** and incorporated by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "1"** is true and correct copy of the original and is 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 Second Amendment to the 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:  _____

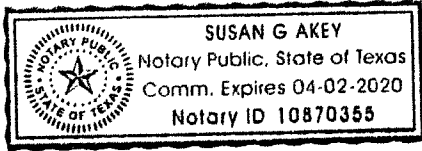
Printed Name: Dollie Smith, President

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Dollie Smith, President 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 23 day of September, 2019.



Susan G. Akey

Notary Public, State of Texas
4-2-2020
My Commission Expires

EXHIBIT 1

1 A Second Amended and Restated Parking Rules

LAKESHORE VILLAGE HOMEOWNERS ASSOCIATION, INC.

SECOND AMENDED AND RESTATED PARKING RULES

WHEREAS, Article VI, Section 6.1(j) of the Declaration of Covenants, Conditions, and Restrictions for Lakeshore Village Townhomes (the "**Declaration**") and Article V, Section 3(b) of the Bylaws of Lakeshore Village Homeowners' Association, Inc. (the "**Bylaws**") grant the Board of Directors (the "**Board**") of the Lakeshore Village Homeowners Association, Inc. ("**Association**") the authority to make and amend reasonable rules and regulations, including rules regulating the parking of vehicles; and

WHEREAS, the Board previously promulgated the Amended and Restated Parking Rules and recorded them under that First Amendment to the First Supplemental Notice of Filing of Dedicatory Instruments for Lakeshore Village on February 23, 2018, under Instrument Number 201800048040 of the Deed Records of Dallas County, Texas, and on February 22, 2018, under Instrument Number D218038575 of the Deed Records of Tarrant County, Texas (the "**First Amended and Restated Parking Rules**"); and

WHEREAS, the Board finds there is a need to delete and replace the First Amended and Restates Parking Rules for the parking of vehicles on the private streets located within the Association.

NOW, THEREFORE, IT IS RESOLVED that the following rules and regulations amend and restate the First Amended and Restated Parking Rules and are established for the enforcement of the parking of vehicles within Lakeshore Village and the same are to be hereby known as the "Lakeshore Village Parking Rules" of the Association:

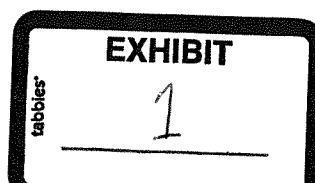
1. Definitions.

Resident Parking: Resident Parking shall mean and refer to the enclosed garage spaces provided for each individual Townhome.

Guest Parking: Guest Parking shall mean and refer to the forty (40) cut-out spaces located along the private streets within the Association that are designated on the spaces as "Guest Parking."

Guest Vehicle: Guest Vehicle shall mean and refer to any vehicle within the community that is not a Personal Residential Vehicle or Commercial/Recreational Vehicle as defined below

Driveway(s): Driveways shall mean and refer to the pull through areas in front of each set of Townhomes adjacent to the private streets and the areas immediately in front of a Townhome's enclosed garage.



Commercial/Recreational Vehicle: Unless otherwise provided herein, Commercial/Recreational Vehicle shall mean and refer to non-owner operated trucks with tonnage over ¾ of a ton, vehicles with advertising signage, trailers, or any other similar vehicle equipment, mobile homes, motor homes, campers, buses, boats, aircraft, or other similar vehicles, mobile or otherwise, used for a commercial purpose, which the Board deems to be a nuisance, unsightly, or inappropriate.

Personal Residential Vehicles: Unless otherwise provided herein, Personal Residential Vehicles shall mean and refer to any type of passenger vehicle, whether motorized or non-motorized, mobile or otherwise, including, but not limited to, vehicles such as automobiles, trucks, vans, motorcycles, jeeps, sport utility vehicles, bicycles and other like vehicles which are owned, used, otherwise controlled, and/or operated by Owners, tenants, occupants, residents, or the child/children of the same in the Association. Personal Residential Vehicles do not include mobile homes, motor homes, campers, buses, boats, aircraft, or other similar vehicles.

2. **Registration of Personal Residential Vehicles.** All Personal Residential Vehicles owned, used, otherwise controlled, and/or operated by Owners, tenants, occupants, residents, or the child/children of the same in the Association, must be registered with the Association through its online registration system at <http://lakeshorevillage.parkingattendant.com> within fifteen (15) days after recordation of these rules and mailing to the record owner of the Townhome, upon an individual, individuals, or entity obtaining legal title to a Townhome, and/or upon an individual or individuals obtaining title to a new vehicle or bringing into the Association a new vehicle for which an Owner, tenant, occupant, resident or the child/children of the same will regularly use, operate, control, keep, or maintain on Association property, and have a community registration sticker affixed to the lower right-hand corner of the vehicles rear windshield, clearly identifying the vehicle as belonging to an Owner, tenant, occupant, resident, or the child/children of the same. Failure to register with the Association all vehicles owned, used, or otherwise under the control of the Owner, tenant, occupant, resident, or the child/children of the same constitutes a violation of these rules and is subject to sanctions including, but not limited to, fining and towing, and such vehicles, whether or not registered and/or stickered, will be considered and treated as a Personal Residential Vehicle for the purposes of these parking rules.

3. **Commercial/Recreational Vehicle Restrictions; Service and Delivery Restrictions.** Commercial/Recreational Vehicles may not be kept, parked, or stored anywhere on the Property without Board approval, except as follows:

a. Service and delivery vehicles may be parked in the Driveway of a Townhome to which they are servicing or making a delivery for such period of time as is reasonably necessary to provide the service or make the delivery to the applicable Townhome, but in no event shall the parking exceed four (4) hours between the hours of 8:00 a.m. and 5:00 p.m.

b. Commercial/Recreational Vehicles may be parked in a Driveway for so long as necessary for loading or unloading of passengers or personal property, but in no event shall parking exceed four (4) hours between the hours of 8:00 a.m. and 5:00 p.m.

Parking of Commercial Vehicles that transport inflammatory or explosive cargo is prohibited at all times.

Parking of Commercial Vehicles and/or equipment temporarily on the Property in connection with the construction or maintenance of a Townhome is not subject to this restriction.

4. Personal Residential Vehicle Restrictions. The parking of Personal Residential Vehicles of any type, whether motorized or non-motorized, including, but not limited to, vehicles such as automobiles, trucks, vans, motorcycles, jeeps, sport utility vehicles, bicycles and other like vehicles, is governed by the following rules:

a. Personal Residential Vehicles are strictly prohibited from parking in Guest Parking. The parking of Personal Residential Vehicles is restricted to the garage spaces provided with each Townhome.

b. In instances of emergencies, and upon Board written approval, Personal Residential Vehicles will be limited to a total of three (3) nights during a calendar month, not to exceed a total of nine (9) nights in a calendar year.

c. The garage area of each Townhome may not be enclosed or used for any other purpose (including storage) that prohibits the parking of two Personal Residential Vehicles therein, unless otherwise provided in writing by the Board.

d. Except as provided in Section 3 above, the Driveway of each Townhome may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage of each Townhome. Without the Board's prior approval, a driveway may not be used for storage purposes, for the restoration of vehicles, or for guest parking.

5. Street Parking and Guest Parking.

a. Boats or other watercraft, buses, motor homes, mobile homes, campers, trailers, inoperable vehicles, Guest Vehicles, Personal Residential Vehicles and Commercial/Recreational Vehicles may not be parked on the private streets of Lakeshore Village.

b. The guest of an Owner, tenant, occupant, or resident of the Association must park his or her Guest Vehicle in one of the forty (40) Guest Parking spaces found throughout the Lakeshore Village community. Any vehicle, including a Personal Residential Vehicle or a Commercial/Recreational Vehicle, other than a Guest Vehicle parked in Guest Parking will be deemed to be in violation of these parking rules.

i. Prior to obtaining an overnight parking permit, the homeowner or agent must have a completed Unit Registration form on file with the Association's managing agent for the current year. The Unit Registration form must accurately identify all vehicles and occupants associated with that particular address.

ii. The Owner or Resident must also provide a Parking Permit Request form to the Association's managing agent. This form **must be submitted by the Unit Owner**. If the Unit is rented, the Tenant is authorized to submit the parking permit request form, provided the Tenant is identified by name on the Unit Registration Form.

iii. Use of the parking permit is limited to ten (10) nights per Townhome per month. A vehicle that uses the permit more than ten (10) nights in a month will be considered a Personal Residential Vehicle and will be subject to the vehicle registration guidelines and parking restrictions.

c. Guests are permitted to park his or her Guest Vehicle in the Guest Parking only from the hours of 7:00 AM to 12:00 AM. Vehicles in guest parking from 12:00 AM to 7:00 AM must be registered for overnight parking through the Association's online registration system at <http://lakeshorevillage.parkingattendant.com>. Vehicles without proper registration will be considered in violation.

d. Any vehicle lawfully parked in Guest Parking must be parked according to the following rules:

i. The vehicle must be parked in the direction of the normal traffic flow;

ii. The vehicle must be parked so that both curbside tires are within twelve (12) inches of the curb (unless parked in a street circle in which case the vehicle must be parked so as to not impede or interfere with the normal traffic flow);

iii. For the two (2) Guest Parking spaces located by the main entrance gate that are in front of mailboxes, no vehicle shall block or hinder access to any mailbox between the hours of 8:00 AM to 7:00 PM weekdays and Saturdays. If a vehicle is parked such that the postal carrier must exit his or her vehicle, then it will be considered hindering access.

6. **General Parking Restrictions.** In addition to the above parking restrictions and unless otherwise provided herein, the following parking restrictions shall also apply to all vehicles parked within Lakeshore Village:

a. No vehicle may be parked within fifteen (15) feet of a fire hydrant (Texas Transportation Code 545.302(b)(2)).

b. No vehicle may be parked on a sidewalk, crosswalk, or within an intersection.

- c. No vehicle may be parked in any manner that blocks vehicle access to a Driveway.
- d. No vehicle may be parked within fifteen (15) feet of the approach to any stop sign.
- e. No vehicle may be parked on the roadway side of any vehicle stopped or parked at the edge or curb of a roadway (double parking).
- f. No vehicle may be parked on any grass covered Lot or surface within Lakeshore Village.
- g. No vehicle may be parked at any place where official signs posted by the Lakeshore Village Homeowners Association prohibit parking or stopping.

7. **Remedies.** The Association possesses enforcement remedies included in the Declaration to cure violations of the covenants, conditions, restrictions, and rules the Board promulgates, including these parking rules. In particular, the Association possesses the following remedies, in addition to those in the Declaration, related to parking of vehicles in the Association:

- a. Authority to Tow. Pursuant to Article IX, Section 9.2.4 of the Declaration, any vehicle, including a Personal Residential Vehicle, Commercial/Recreational Vehicle, or Guest Vehicle, which is parked, stored or kept on any private street, Driveway, Guest Parking space, Lot or Common Property (as defined by the Declaration or these parking rules) in violation of the Declaration or the Lakeshore Village Parking Rules may be towed by or at the direction of the Association to a vehicle storage facility or other location listed on the no parking signs located at the entrance to the community and other locations throughout Lakeshore Village, subject to the provisions of these rules. The legal owner of the vehicle will be liable for all charges associated with the towing and storage of the vehicle.
- b. Fine. The Association may levy a \$100.00 fine against an Owner, tenant, occupant, or resident who violates these parking rules.

8. **Notice of Violation.** Pursuant to Article IX, Section 9.3 of the Declaration and Section 209.006 of the Texas Property Code as it may apply, except as hereinafter provided and in the event of an emergency situation, prior to towing an unauthorized or illegally parked vehicle and/or levying a fine for the same, the Association or its delegate will deliver to the Owner, tenant, occupant, or resident to which the vehicle is registered written notice of the violation (the "Notice"). This Notice will inform the Owner, tenant, occupant, or resident as follows:

- a. The nature, description and location of the parking violation.
- b. The authority for establishing that the vehicle in question is unauthorized or illegally parked.

c. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies (i.e. towing) or the amount claimed to be due from the owner for property damage.

d. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine, sanction, or other enforcement remedy (i.e. towing) if the Violation is of a curable nature and does not pose a threat to public health or safety, a description of the action required to cure the Violation, and a date by which the Owner must cure the violation.

e. 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.

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

g. If a curable Violation is not corrected or eliminated within the time period specified in the Notice, 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, that the sanctions, actions, or enforcement remedies delineated in the Notice may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

9. **Exceptions to the Notice Requirement in Item 8.** The following are exceptions to Item 8 above wherein the Association must send the Owner, tenant, occupant, or resident the Notice which, in part, describes the violation and provide the Owner, tenant, occupant, or resident an opportunity to cure the violation. In the event that one or all of the following exceptions are in place, the Association is not obligated to send the violating Owner, tenant, occupant, or resident the Notice described above and the Association may immediately pursue an enforcement remedying, including towing, described above.

a. **Multiple Violations.**

1. **Towing** - In the event that an Owner has been sent a Notice, and should an Owner again be deemed to be in violation of these parking rules within twelve (12) months from the date of the Notice, the Association shall not be required to send a new or an additional Notice for the subsequent Violation, but may first proceed with immediately towing the vehicle in violation. The same procedure shall also apply to any subsequent Violations thereafter occurring within this twelve (12) month period of the initial Notice. The mailing of the Notice will not be required if after the Notice is transmitted to the Owner, tenant, occupant, or resident that person subsequently leaves or parks the vehicle in another location where parking is unauthorized for the vehicle according to the notice.

2. **Fining, Lawsuit, Property Damage** - In the event that an Owner has been sent a Notice, and should an Owner again be deemed to be in violation of these parking rules within six (6) months from the date of the Notice, the Association shall not be required to send a

new or an additional Notice for the subsequent Violation, but may first proceed with immediately levying a fine, filing suit, or assessing costs for property damage against the Owner. The same procedure shall also apply to any subsequent Violations thereafter occurring within this six (6) month period of the initial Notice. The mailing of the Notice will not be required if after the Notice is transmitted to the Owner, tenant, occupant, or resident that person subsequently leaves or parks the vehicle in another location where parking is unauthorized for the vehicle according to the notice.

b. **Emergency Situations.** Pursuant to Article IX, Section 9.2.4 of the Declaration, the Board may use self-help without sending the Notice to remedy a violation of the Declaration or the rules and regulations of Lakeshore Village if, in the good faith opinion of the Board, an emergency situation exists. Emergency situations shall include, but are not limited to, situations involving the dispatch of law enforcement, fire or emergency medical personnel to any Townhome or other location within Lakeshore Village. Vehicles found to be parked or stored in violation of these rules will be towed immediately in the event of an Emergency situation without prior notice.

c. **Guest Vehicles.** Because a guest is not subject to the notice requirements in these parking rules or the Declaration, the Association is not obligated to provide a guest prior notice of a violation and the ability to cure the violation prior to exercising its right to tow a Guest Vehicle. Accordingly, in the event a Guest Vehicle is parked in violation of these parking rules or restrictions in the Declaration, the Association is authorized to automatically tow the Guest Vehicle without providing the Notice described above to the guest.

10. **Referral to Legal Counsel.** The Board may engage legal counsel at anytime to protect, preserve and enforce the restrictive covenants, Bylaws and Rules of the Association, or the Board may determine to levy a fine for a violation of the Declaration, Bylaws or Rules of the Association regarding the parking of vehicles in violation of these parking rules. In such event, the provisions of the Association's covenant enforcement and fining policy, if any, shall control the notice and hearing requirements. Where a violation is determined or deemed determined to exist and where the Association deems it to be in the best interests of the Association to refer the violation to legal counsel for appropriate action, the Association may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the owner to correct or otherwise abate the violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering these parking rules shall become the personal obligation of the Owner.

11. **Notices.** Unless otherwise provided in these parking rules, all notices required by this rule shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid, 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 owner's Townhome.

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 deemed 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.

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 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 is being handled by a representative or agent, any notice or communication from the Association or its delegate pursuant to these parking rules will be deemed full and effective for all purposes if given to such representative or agent.

12. **Cure of Violation During Enforcement.** Any owner may correct or eliminate a violation at any time during the pendency of any procedure prescribed by this Lakeshore Village Parking Policy; provided, however, the owner will remain liable for all costs under this Lakeshore Village Parking Policy, which costs, if not paid upon demand, will be referred to the Board of Directors of the Association for collection as a an Individual Assessment, according to Article VIII, Section 8.4.3 of the Declaration.


13. **Definitions.** All capitalized words shall have the same meaning as that set forth in the Declaration unless otherwise defined.

14. **General.** These Rules supplement and are in addition to the Declaration and Bylaws of the Association and, to the extent there is any conflict between these Rules and the Declaration or Bylaws, the Declaration and Bylaws, as appropriate, shall govern. Any capitalized terms not otherwise defined herein shall have the meaning given them in the Declaration and Bylaws, as appropriate. These Rules shall take effect upon their recording in the Deed Records of Dallas County, Texas, and a copy distributed to Members.

IT IS FURTHER RESOLVED that these Rules are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was duly adopted by the Board of Directors at meeting of same on SEPT. 20, 2019, and has not been modified, rescinded or revoked.

DATE: SEPT. 20, 2019


Secretary

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Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
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