

**SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

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THE STATE OF TEXAS        §  
   §  
COUNTY OF GALVESTON   §

The undersigned, being the authorized representative of Property Owners Association of Lago Mar, a property owner’s association (the “**Association**”) as defined in Section 202.001 of the Texas Property Code, hereby supplements the “Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar”, “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar” and “Supplemental Notice of Dedicatory Instruments for Property Owners Association of Lago Mar” recorded in the Official Public Records of Real Property of Galveston County, Texas under Clerk’s File Nos. 2016041791, 2016062760, 2017034858, 2017062887, 2017076578, 2018006531, 2018021774, 2018028588 and 2020067590, respectively (collectively, the "**Notice**"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association:

- **Payment Plan Policy for Property Owners Association of Lago Mar.**
- **Records Retention Policy for Property Owners Association of Lago Mar.**
- **Open Records Policy for Property Owners Association of Lago Mar.**
- **Display of Religious Items Policy for Property Owners Association of Lago Mar.**
- **Bid Solicitation Policy for Property Owners Association of Lago Mar.**
- **Security Measures Policy for Property Owners Association of Lago Mar.**
- **Texas Property Code Chapter 209 Hearing Policy for Property Owners Association of Lago Mar.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Galveston County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct

and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 14<sup>th</sup> day of October, 2021.

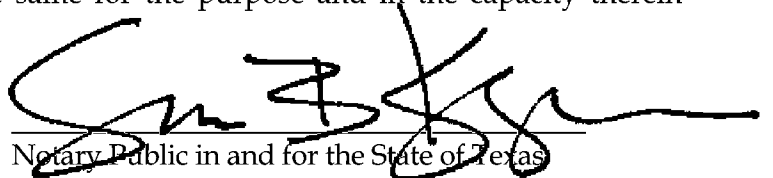
PROPERTY OWNERS ASSOCIATION OF  
LAGO MAR



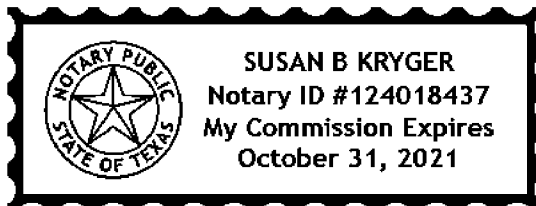
By: \_\_\_\_\_  
Cliff Davis, authorized representative

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 14<sup>th</sup> day of October, 2021 personally appeared Cliff Davis, authorized representative of Property Owners Association of Lago Mar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



**PAYMENT PLAN POLICY**  
*for*  
**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF GALVESTON §

I, Daniella Franco, Secretary of Property Owners Association of Lago Mar (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 12<sup>th</sup> day of October, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require 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.
2. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association will be a minimum of three (3) months and a maximum of six (6) months. The maximum period for a payment plan may be extended if the Board of Directors determines, in its sole judgment, that hardship conditions exist necessitating a longer payment plan period.

3. **Payment Plan Agreement.** The Owner is obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan is not effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan will not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3<sup>rd</sup>) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement, the higher of: (a) \$30.00 for the preparation of a payment plan and \$10.00 for processing each payment on the payment plan; or (b) the actual cost charged to the Association by the Association's management company/managing agent for preparing the payment plan and processing each payment on the payment plan. During the term of the payment plan, interest at the rate provided in the Declaration will continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include, by way of example and not in limitation, late charges.

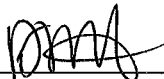
8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

The Association is not required to make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) has been sent to the Owner and the period in that notice has expired. Finally, the Association is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period.


I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

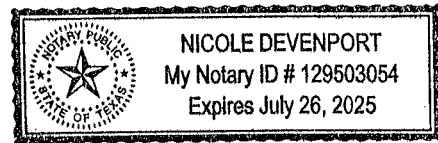
PROPERTY OWNERS ASSOCIATION OF  
LAGO MAR

By:   
Printed: Daniella Franco  
Its: Secretary

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this 12<sup>th</sup> day of October 2021 personally appeared Daniella Franco, Secretary of Property Owners Association of Lago Mar, 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 purpose and in the capacity therein expressed.

  
Notary Public in and for the State of Texas



**RECORDS RETENTION POLICY**  
*for*  
**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF GALVESTON §

I, Daniella Franco, Secretary of Property Owners Association of Lago Mar (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 12th day of October, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

**POLICY:**

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form. To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

**1. Retention Periods.**

<b>Record Description</b>	<b>Record Retention Period</b>
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years

b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently

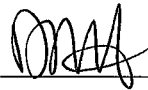
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently
s) Suit files	Seven (7) years after the date the suit is resolved

**2. Destruction of Documents.**

The documents listed in Section 1, above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1, above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents will be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents will be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

**PROPERTY OWNERS ASSOCIATION OF  
LAGO MAR**

By: 

Printed: Daniella Franco

Its: Secretary

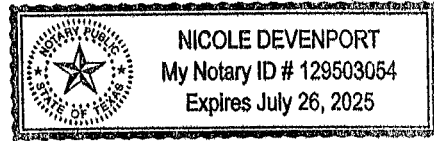
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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 12<sup>th</sup> day of October 2021 personally appeared Danella Franco, Secretary of Property Owners Association of Lago Mar, 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 purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



OPEN RECORDS POLICY  
*for*  
PROPERTY OWNERS ASSOCIATION OF LAGO MAR

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THE STATE OF TEXAS     §  
  §  
COUNTY OF GALVESTON §

I, Daniella Franco, Secretary of Property Owners Association of Lago Mar (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 12<sup>th</sup> day of October, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

**POLICY:**

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 a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
  - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
  - b. describe with sufficient detail the books and records of the Association that are requested; and
  - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association must send written notice to the Owner or the Owner's Representative of dates during normal business hours that the

Owner or the Owner's Representative may inspect the requested books and records. Such written notice must be sent on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association must produce copies of the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, the Association must provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15<sup>th</sup>) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association must produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative may identify the books and records to be copied and forwarded. The Association must thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association must estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association will submit a final invoice to the Owner on or before the thirtieth (30<sup>th</sup>) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner is required to pay the additional amount to the Association before the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association must refund the excess amount paid by the Owner not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

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\* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

11. **Books and Records Not Required to be Produced.**

11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:

- a. identify the history of violations of dedicatory instruments of an individual Owner;
- b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
- c. disclose an Owner's contact information, other than the Owner's address; or
- d. disclose information related to an employee of the Association, including personnel files.

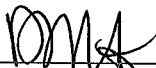
11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.

11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. **Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

PROPERTY OWNERS ASSOCIATION OF LAGO MAR

By: 

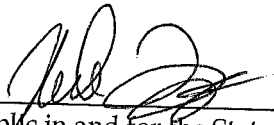
Printed: Daniella Franco

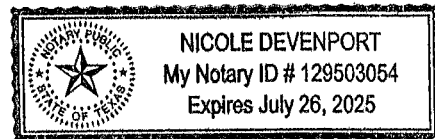
Its: Secretary

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 12<sup>th</sup> day of October, 2021 personally appeared Daniela Franco Secretary of Property Owners Association of Lago Mar, 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 purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



**DISPLAY OF RELIGIOUS ITEMS POLICY**  
*for*  
**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

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STATE OF TEXAS §

§

COUNTY OF GALVESTON §

I, Daniella Franco, Secretary of Property Owners Association of Lago Mar, do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association, duly called and held on the 12<sup>th</sup> day of October, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

**RECITALS:**

1. The property encumbered by this Display of Religious Items Policy ("Policy") is all residential property under the jurisdiction of the Property Owners Association of Lago Mar ("Association") per the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 209.002(4)] and any other property which may subsequently be annexed thereto and made subject to the authority of the Association.

2. Section 202.018 of the Texas Property Code ("Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.

3. The Board of Directors ("Board") of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.

4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein including, but not limited to, Section 3.20 of the Lago Mar Design Guidelines attached to the Notice of Dedicatory Instruments for Property Owners Association of Lago Mar recorded in the Official Public Records of Real Property of Galveston County, Texas under Clerk's File No. 2016041791.

## POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

**ACC Application Required.** Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an Architectural Control Committee ("ACC") application must be submitted to the Association and approved in writing in accordance with Association's Dedicatory Instruments. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require ACC approval. All other religious displays shall require ACC approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require ACC approval.
- b. Seasonal holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than sixty (60) days before and (30) days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an ACC application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
  - a. owned or maintained by the Association; or
  - b. owned in common by members of the Association.

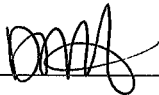


5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, streetlamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

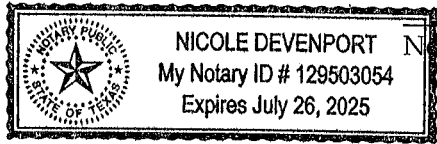
By: 

Printed: Daniella Franco  
Its: Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

BEFORE ME, the undersigned notary public, on this 12<sup>th</sup> day of October, 2021, personally appeared Daniella Franco, as Secretary of Property Owners Association of Lago Mar, 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 purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

**BID SOLICITATION POLICY**  
*for*  
**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

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STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

I, Daniella Franco Secretary of Property Owners Association of Lago Mar, do hereby certify that at a meeting of the Board of Directors of the Association duly called and held on the 12th day of October, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by at least a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this Bid Solicitation Policy ("Policy") is the property under the jurisdiction of the Property Owners Association of Lago Mar ("Association") per the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 209.002(4)] and any other property which may subsequently be annexed thereto and made subject to the authority of the Association.
2. Texas Property Code Section 209.0052(c) was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
3. The Board of Directors ("Board") of the Association desires to adopt this Policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).
4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**POLICY:**

For purposes of this Policy, "Services" include, by way of illustration and not limitation,

pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the Association.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00). **Notwithstanding any language to the contrary herein, this Policy does not apply to a contract entered into by the Association during the development period as defined by Texas Property Code Section 209.002(4-a).**

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "Solicitation").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and

the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.


c. Selection and Notification. The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation Policy was approved by a at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**


By: 

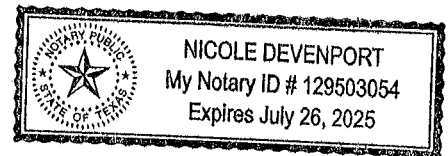
Printed: Daniella Franco  
Its: Secretary

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THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

BEFORE ME, the undersigned notary public, on this 17th day of October  
2021, personally appeared Daniella Franco, as Secretary of Property  
Owners Association of Lago Mar, 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 purpose and  
in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



**SECURITY MEASURES POLICY**  
*for*  
**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

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STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON §

I, Daniella Franco, Secretary of Property Owners Association of Lago Mar, do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association, duly called and held on the 12<sup>th</sup> day of October, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

**RECITALS**

1. The Board of Directors ("Board") of the Property Owners Association of Lago Mar ("Association") has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy ("Policy") for the residential properties under the jurisdiction of the Association.
2. The property encumbered by this Security Measures Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Lago Mar ("Declaration") recorded in the Official Public Records of Real Property of Galveston County, Texas under Clerk's File No. 2016041656, as same has been or may be amended and/or supplemented from time to time, and any other property which has been or may be annexed thereto and made subject to the authority of the Association.
3. Article III, Section 19 of the Association's Bylaws gives the Board the authority to make and amend rules and regulations for the Association.
4. Any reference made herein to approval by the Architectural Control Committee ("Committee") means prior written approval by the Association's Committee.
5. The terms and provisions of this Policy shall also be part of the Association's Design Guidelines approved and adopted by the Developer.

6. All other capitalized terms in this Policy, if any, shall have the same meanings as that ascribed to them in the Declaration.

7. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

## SECURITY MEASURES POLICY

1. **Committee Application Required.** Before any security measure contemplated by Section 202.023 of the Texas Property Code (“Code”) is constructed or otherwise erected or installed on a Lot, an application must be submitted to the Association and approved in writing by the Committee. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.
- d. Applicable governmental rules, regulations, and ordinances.

**The Association and/or the Committee is not obligated to and will not review an Owner’s security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.**

3. **Type of Security Measure Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing must be located on the perimeter of a Lot (i.e., the perimeter property lines of the Lot), however, it is prohibited for security measure fencing to: (i) be installed across sidewalks; and/or; (ii) to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the terms and provisions of the Declaration and all other applicable Association governing documents.

- b. The following types of security measure fencing are approvable:
- (i) All security measure fencing (including gates) forward of residential dwelling on a Lot or forward of the front building line on a Lot shall be metal fencing (either steel, wrought iron, or aluminum) measuring no more than six feet (6') in height. The Committee shall have the discretion to approve any other type of metal security measure fencing, however, the following types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing (including gates); and (3) solid metal fencing (including gates). It is the intent of this Policy that all security measure fencing and gates located forward of residential dwelling or the front building line on a Lot have the appearance of what is commonly called "wrought iron fencing."
  - (ii) All security measure fencing on a Lot in a location other than forward of residential dwelling on a Lot or forward of the front building line on a Lot shall be wood fencing or such other material(s) authorized by the Declaration and approved at the discretion of the Committee (subject to an appeal to the Board of Directors in the event of a Committee denial). Notwithstanding any language to the contrary in this Policy, security measure fencing on Lake Lots or Green Belt Lots must, with the exception of being allowed to be no more than six feet (6') in height, comply with the terms and provisions of the Declaration and all other applicable Association governing documents
  - (iii) The fence and the gate of all metal security measure fencing located forward of residential dwelling on a Lot or forward of the front building line on a Lot must be made of the same materials.
  - (iv) Security measure fencing located forward of residential dwelling on a Lot or forward of the front building line on a Lot shall consist of straight horizontal metal rails and straight vertical metal pickets and/or posts. All security measure fencing framing shall be on the inside (i.e., the residence side) of the security measure fencing.
  - (v) Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments) of any type are prohibited on security measure fencing (including gates). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type. Stamped metal security measure fencing (including gates) is prohibited. Metal panel fencing is prohibited.



- (vi) The color of all security measure fencing (including gates) located forward of residential dwelling on a Lot or forward of the front building line on a Lot shall be black.
- (vii) Metal Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails unless otherwise approved by the Committee (subject to an appeal to the Board of Directors in the event of a Committee denial).
- (viii) Any driveway or pedestrian gates on security measure fencing located forward of residential dwelling on a Lot or forward of the front building line on a Lot must slide open or open inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the Committee.
- (ix) When metal security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post (either steel, wrought iron, or aluminum) adjacent to the wood post/wood fencing or in such other manner approved at the discretion of the Committee (subject to an appeal to the Board of Directors in the event of a Committee denial).
- (x) Chain link, brick, concrete, barbed wire, razor wire, vinyl, brick, poured fences, electrified fencing of any type, and masonry security measure fencing in any location on a Lot is expressly prohibited and will not be approved by the Committee. Notwithstanding any language to the contrary in this Policy, masonry perimeter fencing may, unless otherwise provided by the Declaration, be approved if located on a Lot in a location other than forward of residential dwelling on a Lot or forward of the front building line on a Lot at the discretion of the Committee (subject to an appeal to the Board of Directors in the event of a Committee denial). Security measure fencing made of dirt mounds and/or berms is prohibited.
- (xi) No vines or vegetation shall be allowed to grow on security measure fencing forward of residential dwelling on a Lot or forward of the front building line on a Lot.
- (xii) All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.

- (xiii) Placement of security measure fencing and/or security measures of any type must comply with city, county, and/or state ordinances and regulations, if any.
  - (xiv) All security measure fencing must be maintained in a neat and attractive appearance as required by this Policy and/or the Declaration. This includes, but is not limited to: (1) repair or replacement of fence pickets and posts when necessary (including bent or damaged metal fencing); (2) painting all metal security measure fencing when necessary; and (3), repair, replacement, or removal of security measure fencing that has been damaged by wind, flood, fire, accident, or any other cause.
- c. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) (collectively the "Affected Lots"), all Owners of record of the Affected Lots must sign the application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the application to the Committee. In the event that the Affected Lot Owner(s) refuse to sign the application as required by this section, the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, and Front Door Entryway Enclosures.** The color of all burglar bars, security screens, and front door entryway enclosure shall be black. Notwithstanding the foregoing, the Committee shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the discretion of the Committee (subject to an appeal to the Board of Directors in the event of a Committee denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No security measure fencing shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

6. If any term or provision of this Policy is found to violate any law, then this Policy will be interpreted to be as restrictive as possible to preserve as much of the intent of this Policy as allowed by law.

7. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights, should, to the extent possible, not be installed in a manner that the security measure is aimed/directed at an adjacent property that results in an invasion of privacy

or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners and/or residents regarding security measure fencing, or a dispute between Owners and/or residents regarding the aim or direction of a security camera or security light: (a) the Association shall have no obligation to participate in the resolution of the dispute; and, (b) the dispute shall be resolved solely by and between the affected Owners and/or residents.**

Each Owner and occupant of a Lot within the Property acknowledges and understands that the Association, including its directors, officers, managers, agents, employees and the Committee, are not insurers and that each Owner and occupant of any dwelling and/or Lot that has a security measure contemplated by Texas Property Code Section 202.023 that has been or will be installed pursuant to this Policy assumes all risks for loss or damage to persons, to dwellings and improvements and to the contents of dwellings and improvements, and further acknowledges that the Association, including its directors, officers, managers, agents, employees and the Committee have made no representations or warranties nor has any owner or occupant relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security measure that may be approved by the Association and/or Committee pursuant to this Policy.

**OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE COMMITTEE (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.**

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the Property.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

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PROPERTY OWNERS ASSOCIATION OF LAGO MAR

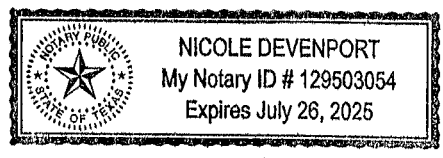
By: [Signature]

Printed: Daniella Franco  
Its: Secretary

THE STATE OF TEXAS                   §  
  §  
COUNTY OF Harris                   §

BEFORE ME, the undersigned notary public, on this 12th day of October  
2021, personally appeared Daniella Franco, as Secretary  
of Property Owners Association of Lago Mar, 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 purpose and in the capacity therein expressed.

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



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**TEXAS PROPERTY CODE CHAPTER 209 HEARING POLICY**  
*for*  
**PROPERTY OWNERS ASSOCIATION OF LAGO MAR**

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THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

I, Daniella Franco, Secretary of Property Owners Association of Lago Mar,

certify that at a meeting of the Board of Directors of the Association duly noticed, and held on the 12<sup>th</sup> day of October, 2021, with at least a quorum

of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Texas Property Code Chapter 209 Hearing Policy was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. The property encumbered by this Texas Property Code Chapter 209 Hearing Policy ("Policy") is all residential property under the jurisdiction of the Property Owners Association of Lago Mar ("Association") per the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 209.002(4)] and any other property which may subsequently be annexed thereto and made subject to the authority of the Association.

2. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.

3. The Board of Directors ("Board") of the Association desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.

4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

## BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Dedicatory Instruments, the following parameters will govern the Board Hearing:

### I.

#### Definitions

- A. "ACC" means the Association's "architectural review authority" (i.e., the "Architectural Control Committee") as contemplated by Section 209.00505 of the Code.

Except during the development period (i.e., the "Developer Control Period" as defined in the Declaration of Covenants, Conditions and Restrictions for Property Owners Association of Lago Mar), or any period in which: (a) the declarant appoints at least a majority of the ACC; or (b) the declarant otherwise controls the appointment of the ACC; or (c) has the authority to veto or modify a decision of the ACC, a person may not be appointed or elected to serve on the ACC if the person is:

- a. A current board member;
- b. A current board member's spouse; or
- c. A person residing in a current board member's household.

- B. "ACC Notice" means the notice of ACC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Common Area" means any property owned or controlled by the Association for the use and benefit of the Owners.
- F. "Dedicatory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- G. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- H. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.
- I. "Owner" means the record owner(s) of any residential lot under the jurisdiction of the Association.

**II.**  
**Rules Applicable to All Hearings**

- A. The Board Hearing shall be held no later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing (to be determined at the Board's sole and absolute discretion) by considering factors including, but not limited to, the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.

- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Area that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the community. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

### III.

#### Additional Rules Applicable to Hearings in Connection with Denial of an ACC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ACC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ACC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ACC Notice must:
  - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
  - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the Association's Dedicatory Instruments.



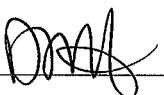
**IV.**  
**Additional Rules Applicable to Other Hearings**

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
  - b. suspension of an Owner's right to use the Common Area;
  - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
  - d. charging an Owner for property damage; or
  - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Texas Property Code Chapter 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

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PROPERTY OWNERS ASSOCIATION OF LAGO MAR

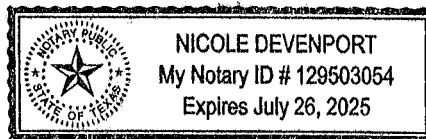
By: 

Printed: Daniella Franco  
Its: Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned notary public, on this 12<sup>th</sup> day of October, 2021, personally appeared Daniella Franco, as Secretary of Property Owners Association of Lago Mar, 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 purpose and in the capacity therein expressed.

  
Notary Public in and for the State of Texas



## FILED AND RECORDED

Instrument Number: 2021075390

Recording Fee: 158.00

Number Of Pages:35

Filing and Recording Date: 10/14/2021 3:48PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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