

**CERTIFICATE OF ADDITIONAL GOVERNING DOCUMENTS OF
DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the attorney for Del Lago Estates Property Owners Association (the "Association"). The Association is the property owners' association for Del Lago Estates, a subdivision in Montgomery County, Texas, according to the map or plat of said subdivision recorded in Plat Cabinet "D", sheet 107, Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached hereto are true and correct copies of governing documents which were adopted by the Board of Directors of the Association on August 8, 2012:

1. Amended and Restated Bylaws of Del Lago Estates Property Owners Association (Exhibit "A");
2. Amended and Restated Architectural Design Standards and Regulations of Del Lago Estates (Exhibit "B");
3. Subdivision Rules of Del Lago Estates (Exhibit "C"); and
4. Del Lago Estates Construction Guidelines (Exhibit "D");

Signed on the 20th day of August, 2012.

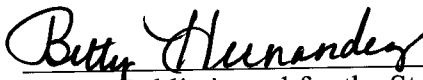


B. D. Griffin

Acknowledgment

STATE OF TEXAS §
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 20th day of August, 2012, by B. D. Griffin.



Notary Public in and for the State of Texas

My commission expires: 9-29-2012

After recording return to:
B. D. Griffin, Attorney at Law
2040 N Loop 336 W, Suite 314
Conroe, Texas 77304



**AMENDED AND RESTATED BYLAWS OF
DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION**

ARTICLE I. NAME AND LOCATION

Section 1. The name of the Corporation is DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION, hereinafter referred to as "the Association".

Section 2. The corporate office and the registered agent of the Association are as follows:

Steve Durham, registered agent
3500 W. Davis, Ste. 190
Conroe, Texas 77304

which may be changed from time to time by the Board of Directors when filed with the Texas Secretary of State. Meetings of members and Directors may be held at the corporate office or at such places within the State of Texas as may be designated and directed by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

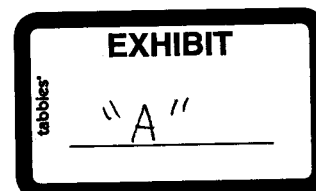
Section 2. "Properties" or property shall mean and refer to that certain property and portions thereof, described in the Second Amended and Reinstated Declarations of Covenants for DEL LAGO ESTATES, a subdivision in Montgomery County, Texas.

Section 3. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as is more fully specified in the Declaration.

Section 4. "Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who is the record owner of fee simple title to a Lot, excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declaration" or "Declarations" shall mean and refer to the Second Amended and Restated Declaration of Covenants for DEL LAGO ESTATES which are to be recorded in the Official Public Records of Real Property of Montgomery County, Texas. In the event that the Second Amended Restated Declaration of Covenants for Del Lago Estates is not adopted, "Declaration" or "Declarations" shall mean and refer to those covenants and restrictions recorded at Montgomery County Clerk's File No. 8801854.

Section 6. "Regulations" shall mean and refer to the (a) Amended and Restated Architectural Design Standards and Regulations of Del Lago Estates; (b) Subdivision Rules of Del Lago Estates; and (c) such other rules and regulations as may be adopted by the Association.



Section 7. "Member" shall mean and refer to those persons who are the Owners, as such term is defined above, of property which is subject to Annual Assessments assessed by the DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION and are thus entitled to membership in the Association. The Association shall have one class of voting membership.

Section 8. "Member in Good Standing" shall mean a Member of the Association that is current in all Annual Assessments, dues and Special Assessments. For purposes of these Bylaws, "current" means there is no present delinquency in payment of any installment plan for the payment of the current year's assessment which plan has been approved by the Board and is available to all Members for payment of the assessment(s).

Section 9. "Architectural Control Committee" shall mean that standing Committee made up of Members appointed by the Board of Directors to assure that the Amended and Restated Architectural Design Standards and Regulations and the architectural provisions of the Declarations of DEL LAGO ESTATES are maintained for the benefit of all Members of the Association. The Board of Directors shall give final approval on the decisions of the Architectural Control Committee, and if requested, may conduct a meeting to resolve differences. The decision of the Board is final.

Section 10. "Nominating Committee" shall mean that standing Committee composed of Members appointed by the Board of Directors and empowered to nominate Members for election to the Board of Directors as provided herein. In the absence of an appointed Committee, the Directors who are not standing for election shall be the Nominating Committee.

Section 11. The masculine and neuter pronouns used in this instrument shall include the masculine, feminine and neuter genders.

ARTICLE III. MEETING OF MEMBERS

Section 1. **ANNUAL MEETINGS.** The regular annual meeting of the Members of the Association shall be held at 7:00 p.m. on the fourth Thursday in July of each year, or on such other day within thirty (30) days from such date as designated by the Board of Directors at a place in the County to be designated by the Board of Directors.

Section 2. **SPECIAL MEETINGS.** Special meetings of the Members may be called by the majority vote of the Board of Directors or upon the written request of the Members who are entitled to vote three-tenths (3/10th) of all of the votes of the membership. At a special meeting, the Members may vote only on the items listed in the notice of the special meeting.

Section 3. **NOTICE OF MEETINGS.** Written notice of each special meeting of the Members shall be given by, or at the direction of, the Secretary or any person or persons authorized to call a meeting, by mailing or emailing (to members with an email address) a copy of such notice, postage paid, at least fifteen (15) days, but not more than fifty (50) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the

meeting. Notice of annual meetings is required and shall be given in a like manner. Notice by email must contain a request for a receipt.

Section 4. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to be cast, three-tenths (3/10) of the total votes of all Members shall constitute a quorum for any action except as otherwise provided in the **Articles of Incorporation**, the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. PROXIES. A Member may vote at any meeting in person or by proxy. A proxy must be in writing and signed and dated by the Member. Unless expressly stated on the proxy, any original proxy is revocable until the agent has exercised the proxy by the casting of vote.

Section 6. CO-OWNERS. If co-owners disagree on the vote for their Lot, that disagreement must be resolved between the co-owners and a single vote cast. There are no one-half (1/2) votes and no vote will be counted for co-owners who cannot agree on the vote.

Section 7. VOTING PROCEDURES AT MEMBERS MEETINGS. The procedures provided in Art. IV, §§ 5 and 6 shall be used, to the extent appropriate, on all votes by Members at Member meetings. A person who is or whose property is the subject of a vote by the Members or a person who is related to a such person within the third degree of consanguinity or affinity may not tabulate or be given access to the ballots cast in the respective election. The recount procedures provided by Art. IV. §6 shall apply to recounts of the result of all issues subject to a Members vote.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. BOARD OF DIRECTORS. The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall consist of three (3) Members.

Section 2. TERM OF OFFICE. All Directors shall be Members of the Association. All Directors shall serve for a term of three (3) years. At each Annual Meeting, Directors shall be elected to replace the Directors whose terms have expired. The Nominating Committee will provide the names of Members to fill any vacancies. Nominations from the floor will be accepted. There will be no term limits on Directors. **If necessary, at the first Annual Meeting after the adoption of these bylaws, the elected Directors who receive the most votes will serve for 3 years and the elected Director who receives the fewer votes will serve for 1 year in order to achieve a rotation of election of Directors.**

Section 3. ELIGIBILITY TO SERVE AS DIRECTOR. Each Director must be a Member of the Association. If a Director is no longer a Member, the Board will appoint a successor to serve until the next annual meeting of Members.

Section 4. ELECTION. Election to the Board of Directors shall be by written ballot. A Member may exercise the Member's voting rights in the following ways: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot. At such election the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. ELECTION PROCEDURE. In addition to the other procedures contained in these Bylaws, the Board shall promulgate procedures for the election of Directors for each yearly election. The procedures shall, at a minimum, include the following procedures:

(a) A procedure for the issuance of ballots to Members or persons holding proxies for Members which shall include safeguards protecting the integrity of the ballots cast, and procedures for Members to cast ballots by absentee ballot and by electronic ballot.

(b) A procedure for canvassing and certifying the results of the election. The procedure must include the tally or review of the tally by a committee of the Members nominated and elected at the annual meeting of Members; and the results must be announced at the meeting. A person who is a candidate or a person who is related to a candidate within the third degree of consanguinity or affinity may not tabulate or be given access to the ballots cast in the respective election.

(c) At the conclusion of the annual meeting of Members, the ballots and proxies will be sealed and maintained for a period of sixty (60) days, unless a recount is demanded in which case the ballots must be maintained until twenty (20) days after the conclusion of the recount. Only tabulators may review the ballots and proxies prior to a recount.

Section 6. RECOUNT OF VOTES. Any Owner may require a recount of the votes of an election. A demand for recount must be:

- (a) submitted in writing not later than the fifteenth (15th) day after the date the meeting at which the election was held; and
- (b) submitted by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address, or in person to the Association's managing agent, or to the address to which absentee and proxy ballots are mailed.

The Association will retain the services of a Recount Professional at the expense of the Owner requesting the recount. The Recount Professional must be a person agreed upon by the Owner requesting the recount and the Association and:

- (1) who is not a member of the Association or related to a member of the Association Board within the third degree of consanguinity or affinity; and
- (2) who is either a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

The recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment by the Owner for a recount. If the recount changes the result(s) of the election, the Association shall reimburse the Owner for the cost of the recount. The Association must provide the result of the recount to each Owner who requested the recount.

Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 7. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association in a duly called meeting. In the event, of death, resignation or removal of a Director or vacancy for any cause, the Board of Directors may appoint a replacement until the next annual meeting of the Association. A Director is automatically removed without notice and without action by the members or board action if the Director is absent from three (3) consecutive regular meetings of Directors or six (6) regular meetings of Directors in any one calendar year.

Section 8. VACANCY. Any vacancy on the Board of Directors from whatever cause may be filled by the remaining member or Members of the Board. A person appointed to fill a vacancy under this section will serve until the next members meeting.

Section 9. COMPENSATION. No Director shall receive compensation for any service he may render to the Association; provided, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 10. CONFLICT OF INTEREST. No Director shall vote in any contract matter in which he, his direct beneficiary, or a company in which he is a principal owner or is a consultant to such company, is a signatory to the contract with the Association. A Director who is prohibited from voting due to conflict of interest is prohibited from participating in discussion by the Board of adoption of such contract.

ARTICLE V. MEETING OF DIRECTORS

Section 1. REGULAR MONTHLY MEETINGS. Regular meetings of the Board of Directors shall be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. OTHER/SPECIAL MEETINGS. Other or special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director after not less than three (3) days' notice to each Director, which such notice may be waived at or prior to such meeting.

Section 3. NOTICE OF BOARD MEETINGS. The Board shall cause notice of any regular or special board meeting to be given to the Members. The notice must contain the date, hour, place and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice must be

mailed and/or posted. . If the notice is mailed, the notice must be mailed no earlier than 60 days before the date of the meeting and no later than 10 days prior to the meeting.

If the notice is posted, it must be posted at least 72 hours before the start of the meeting. If posted, the notice must be:

- (a) posted in a conspicuous manner reasonably designed to provide notice to members at a place located on the Association's common property (or on "conspicuously located" private property with the owner's consent); OR
- (b) on any internet website maintained by the Association; and

sent by email to each owner who has registered an email address with the POA.

SECTION 4. MEETINGS WITHOUT NOTICE. The Board may meet by any method of communication, including electronic and telephone, without prior notice to the Members if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or reasonably unforeseen emergency or urgent necessity that required immediate board action. Any action taken without notice to owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting. The Board may not, without prior notice to Members pursuant to Section 3 of these Bylaws, consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violation involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from denial of architectural control approval; or
- (h) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

Section 5. QUORUM. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6. MEETINGS BY TELEPHONE CONFERENCE. Any or all of the Members of the Board of Directors and any or all Members of any committee designated by the Board of Directors may participate in and hold a meeting of the Board or committee by means of (a) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other, or (b) other form of remote electronic communications system,

including videoconferencing technology or the Internet provided that the system provides access to the meeting in a manner or using a method by which each person participating or entitled to participate in the meeting can communicate concurrently with each other participant provided the Secretary, or his designee, records the minutes of the meeting.

Section 7. WAIVER OF NOTICE. Action taken at any meeting of the Directors without the required notice shall be as valid as though made at a meeting after notice if a quorum is present and each of the Directors not present signs a written waiver of notice or a consent to the holding of that meeting. Attendance of a Director at a meeting constitutes waiver of notice of the meeting unless the Director attends the meeting for the express purpose of objecting to the transaction of business on the grounds that the meeting is not lawfully convened.

Section 8. NOTICE OF ADJOURNMENT. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated day and hour. Any Director absent from the adjourned meeting must receive written notice, in a timely manner, of the time and place of the resumed meeting or next meeting. In the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 9. CONDUCT OF MEETINGS. The President, or in his absence, the Vice-President, or in the Vice-President's absence, any Director selected by the Directors present, shall preside at meetings of the Board of Directors. The Secretary of the Association, or in his absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors.

ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have the power to:

- a. Suspend the right to the use of any facilities or services provided by the Association of any Member during any period in which such Member shall be in default in the payment of any Annual or Special Assessments.
- b. Exercise for the Association all powers, duties and authority vested in or designated to this Association as provided for property owners associations by the Texas Property Code and non-profit corporations by the Texas Business Organizations Code, and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declarations.
- c. Declare the office of a member of the Board of Directors to be vacant in accordance with these Bylaws.
- d. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment or services; and

- e. Exercise for the Association all powers, duties and authority necessary to effectuate the business of the Association.
- f. Indemnify and/or purchase Director and Officer insurance to protect and hold harmless:
 - (1) any person who is or was Director, officer, agent or employee of the Association; and
 - (2) any person who serves or served at the Association's request as a Director, or officer, agent, employee, partner or trustee of another Association or of a partnership, joint venture, trust or other enterprise.
- g. Levy fines for violations of promulgated rules, architectural standards or restrictive covenants.

Section 2. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, no Director or member of the Architectural Control Committee, nor any agent, employee, representative, member, shareholder, partner, officer or Director thereof shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any Plans submitted, reviewed, or approved in accordance with the provisions of the Restrictions, the Architectural Design Standards or any rule or regulation made by the Board of Directors or Architectural Control Committee, (b) any defects in any plan submitted, structural or otherwise, in any work or Improvement done according to any plans or application approved by the Board of Directors or Architectural Control Committee, (c) the failure to approve or disapprove any plans or the failure to take any action against a claimed violation of the Restrictions, or (d) the construction or performance of any work or Improvement related to any plans submitted to the Board of Directors or Architectural Control Committee.

Section 3. INDEMNIFICATION. The Association may indemnify, to the extent provided in these Bylaws and to the fullest extent of applicable law:

- (a) Any person who is or was Director, officer, agent or employee of the Association; and
- (b) Any person who serves or served at the Association's request as a Director, officer, agent, employee, partner or trustee of another corporation or of a partnership, joint venture, trust or other enterprise.

Section 4. DUTIES. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by three-tenths (3/10ths) of the Members who are entitled to vote;

- (b) Supervise all officers, agent and employees of this Association, and to see that their duties are properly performed;
- (c) To fix the amount of the annual assessment, in conformity with the Declarations, against properties subject to the jurisdiction of the Association and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and
- (f) Cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a President, who shall be at all times a member of the Board of Directors; a Vice-President, who shall be at all times a member of the Board of Directors; a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution. All Officers shall be Members of the Association.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICERS. No person shall simultaneously hold more than one office except the offices of Secretary and Treasurer or special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers of the Association are as follows:

PRESIDENT: The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes. Authority for any other person to sign checks and promissory notes may be granted by the Board of Directors.

VICE PRESIDENT: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY: The Secretary or his designee shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board, and to make the official books and records for inspection by Members during normal business hours in conformity with the Texas Business Organizations Code.

TREASURER: The Treasurer or his designee or nominee shall receive and deposit in the appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and to make the same available for inspection by Members of the Association during normal business hours.

ARTICLE VIII. COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee. The Board of Directors may appoint other committees as deemed appropriate.

ARTICLE IX. BOOKS AND RECORDS

Section 1. BOOKS AND RECORDS. The books, records and papers of the Association shall be subject to inspection by any Member upon prior written request directed to the President or Secretary or Treasurer. All inspections, unless otherwise authorized by the POA Board, shall occur at the principal office of the Association unless otherwise directed by the Association. The books, records and papers of the Association may be inspected by a Member, or a person designated in

writing by a Member as the Member's agent, attorney or certified public accountant pursuant to the procedures contained in Section 2, below.

Section 2. INSPECTION PROCEDURES. A Member's inspection of the Association's books, records and papers will comply with the procedures set forth in this section.

(A) The Member is responsible for all costs associated with the request, including but not limited to copies, postage, supplies, labor and overhead. Upon request, the Association will provide an estimate of the cost of production. The Association may require the Member to make a deposit for costs prior to complying with the request for production. A Member who makes a request for records and subsequently declines to accept delivery will be liable for payment of all costs for producing the records. The costs for copying and/or reproducing the records will be equal to the costs shown in 1 T.A.C. §70.3, as the same may be amended.

(B) The Member, or the Member's proxy as provided in Section 1, must submit a written request for access to or copies of records. The request must be sent by certified mail to the Association's address and contain sufficient detail to identify the specific records being requested.

(C) The request must state whether the Member would like to inspect the records before obtaining copies or if the specified records should be copied and forwarded. If the records are to be copied and forwarded, the request must indicate the format, delivery method and address as either (1) electronic files, compact disk or paper copies; and (2) delivered by email, certified mail or Member retrieval.

(D) Within five (5) business days after receipt of the request to inspect records, the Association shall provide:

- a. the requested records, if copies were requested and any required advance payment had been made; or
- b. a written notice that the Records are available and offer dates and times when the records may be inspected by the Member or the Member's designee during normal business hours at the office of the Association; or
- c. a written notice that the requested records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
- d. a written notice that a request for delivery does not contain sufficient information to specify the records desired, the format, the delivery method and the delivery address; or
- e. a written notice that the requested Records cannot be produced within five (5) business days but will be available on a specified date within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.

ARTICLE X. ASSESSMENTS

Section 1. ANNUAL ASSESSMENTS. Each Member is obligated to pay the Association an Annual Assessment (Dues) per Lot, which is secured by a continuing lien upon the property against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquent at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessment provided for herein by nonuse of any of the facilities or services provided by the Association or by abandonment of the Member's Lot.

Section 2. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association through the Board of Directors, may levy at any time a special assessment for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget, contingency or reserve funds, including, but not limited to, the cost of construction or reconstruction, repair or replacement of the subdivision's amenities and those common expenses incurred by the Association. Any such assessment over \$500.00 must be approved by a majority of all Members of the Association at a meeting duly called for this purpose. The total amount of Annual and Special Assessments imposed against any single lot may not exceed \$1,000 per year unless the such additional assessment amount is approved by a vote of the members.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessment by nonuse of any of the facilities or services provided by the Association or by abandonment of the Member's Lot.

ARTICLE XI. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the word "Texas".

ARTICLE XII. AMENDMENTS

Section 1. AMENDMENTS. These Bylaws may be amended by the Board of Directors at a regular or special meeting of the Board of Directors with notice of the proposed amendment or at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. CONFLICT. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII. MISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

Section 2. RIGHTS OF USE. The facilities which are owned by the Association shall be operated for the benefit of Members of the Association.

ARTICLE XIV. ARCHITECTURAL CONTROL COMMITTEE

Section 1. DESIGNATION OF COMMITTEE. The Association shall have an Architectural Control Committee (the "Committee") which shall consist of no fewer than three (3) members who shall be Members of the Association and natural persons, and who shall be appointed by the Board of Directors of the Association and who shall have a term of appointment of three (3) years. The Board of Directors shall have the exclusive right and power at any time to create and fill vacancies on the Committee. The Board's discretion in such matters shall be absolute and not subject to review.

Section 2. FUNCTION OF ARCHITECTURAL CONTROL COMMITTEE. No Improvement (as defined in the Declaration) shall be commenced, erected, placed, maintained or permitted to remain on any portion of any lot or to any Improvements thereon until plans and specifications in such form and detail as the Committee may deem necessary shall be submitted and approved in writing by the Committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties and shall have the right to charge any applicant a reasonable fee to defray its cost of reviewing such plans and specifications. The Committee's denial of an application or variance may be appealed to the Board of Directors. "Improvement" shall mean and include all buildings, roof structures, parking areas, sidewalks, loading areas, trackage, fences, piers, boathouses, boat slips, walls, hedges, landscaping, mass plantings, poles, drainage, driveways, sidewalks, grading and site preparation work, concrete or asphalt pads, ponds, spas, pools, poles, solar panels, illumination, changes in any exterior color or shape, satellite dishes and other reception devices, utility connections, exterior construction or exterior, or similar improvement appurtenant to a lot continuous to and/or on Lake Conroe. "Improvement" shall include both original Improvements and all later changes and Improvements. No new residence can be occupied until the Board of Directors or Architectural Control Committee issues a Certificate of Occupancy. This Certificate must be granted/refused within 5 days of a Members' application for same. A Certificate of Occupancy is deemed to be granted if the application for a Certificate of Occupancy is not acted upon within five (5) days of the Member's proper and complete application.

Section 3. RULES, REGULATIONS AND DESIGN REVIEW GUIDELINES. The Board shall promulgate such rules and regulations as it, in its sole discretion, deems proper to govern the submission of plans and specifications, including a requirement of design submission in

phases, as well as format and content. A copy of such rules and regulations shall be made available to all Members upon request. Such rules and regulations may be amended at any time and from time to time as the Board may see fit; provided, however, that once final approval has been given, no subsequent change in rules or regulations shall affect such approval.

Section 4. BASIS OF APPROVAL. Approval of plans and specification shall be based, among other things, on adequacy of site dimensions, quality of materials, conformity and harmony of external design and of location with neighboring structures and sites, relation of finish grades and elevation to neighboring sites, conformity to both the specific and general intent of the Regulations and Declaration and in conformity with existing neighborhood standards. If plans and specifications are not adequate, the Committee may reject them totally or may approve them in part, conditionally or unconditionally, and reject the balance.

Section 5. FAILURE OF COMMITTEE TO ACT. If the Committee fails to approve or disapprove plans or specifications or to reject them as being inadequate within thirty (30) days after proper written submission, it shall be conclusively presumed that the Committee has approved such plans and specifications; provided, however, that the Committee shall have no right or power either by action or failure to act, to waive or grant any variances from the requirements set forth in the respective Declaration.

Section 6. LIMITATION OF LIABILITY. Neither the Association, the Committee, nor any of the Members thereof shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by the Deed Restrictions by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 7. CONFLICTS. In the event of a conflict between the powers of the Architectural Control Committee set forth in the By-Laws and those set forth in the Declarations, the respective Declarations shall control.

Section 8. ENFORCEMENT. The Board of Directors is hereby authorized to enforce compliance with the respective Declarations and with the decisions of the Committee through any appropriate legal and equitable proceedings on behalf of and in the name of the Association.

Section 9. REPORTING. The Committee shall maintain records of its decisions and minutes of its meetings, and report its activities to the Board of Directors which shall retain overall supervision and oversight.

The Amended and Restated Bylaws having been approved by a vote of the Directors at a meeting on the 8 day of August, 2012.



Secretary

**AMENDED AND RESTATED ARCHITECTURAL DESIGN
STANDARDS AND REGULATIONS OF DEL LAGO ESTATES**

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation (hereinafter the "Association"), being the property owners association for Del Lago Estates, a subdivision in Montgomery County, Texas according to the map or plat of said subdivision recorded in Plat Cabinet "D", sheet 107A, Map Records of Montgomery County, Texas (hereinafter the "Subdivision"); pursuant to the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements dated September 27, 1982 (hereinafter the "Declarations") amends, adopts and restates the following architectural design standards and regulations for the Subdivision, to be effective on August 8th, 2012.

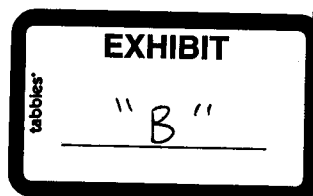
Subject to the Declarations, the Association, acting by and through its board of directors pursuant to Section 2.01 and/or other sections of the Declarations hereby adopts the following amended and restated Architectural Design Standards and Regulations for the Subdivision and the Association's members (hereinafter the "Architectural Standards").

General Provisions

1.01. These Architectural Design Standards and Regulations are intended to supplement, clarify, and to give effect to the Declarations (as currently exist and as same may be amended) and therefore, the Architectural Standards and Declarations should be read to harmonize with each other to the fullest extent possible to give effect to both the Architectural Standards and the Declarations. In the event of a conflict between the Architectural Standards and the Declarations which cannot be harmonized, the terms of the Declarations shall control. By adopting the Architectural Standards, the Association intends to exercise the maximum degree of discretion and rule making authority given to the Board of Directors and/or the Architectural Control Committee (hereinafter the "Committee") by the Declarations and applicable law.

1.02. All terms used herein have the same meaning as those same terms are defined in the Declarations. Specifically, without limitation, the definitions contained in the Declarations of "Improvement" or "Improvements", "Common Property", "Lot", "Landscaped Easements", "Member", "Owner" and "Plat" are incorporated herein by reference.

1.03. Regardless of an application's compliance with the specific regulations hereunder, the Committee may reject an application if the Committee decides that the proposed Improvement's external design and/or location does not conform and harmonize with neighboring sites, other Improvements or structures in the Subdivision.



Fences

3.01. Fences are an Improvement. All fences and fencing material must be submitted to the Committee for approval. No fencing shall be installed without Committee approval.

3.02. All fences shall be “see through” in the style of “wrought iron metal” and must be wrought iron, steel, aluminum or other similar material painted black. The specific “decorative” top for fence spindles and posts and any gate and gate decoration must be included in the application. No wooden privacy fences are allowed. No barb wire, chicken wire, hog wire, chain link or other wire fences are allowed.

3.03. Any fence should not exceed six (6’) feet in height; shall be no closer than fifteen (15’) feet to the front property line; and shall be in harmony with adjoining fences, if any. All side perimeter fences must be located on the property line except where the fence would encroach upon or block a utility easement or structure. All side fences will be subject to connection with fences from the adjoining property.

3.04. Corner fence posts of materials other than wrought iron style will be considered by the Committee; however, the material of the corner fence posts shall be consistent with the materials in the owner’s residence.

3.05. The Committee may require a new survey of the Lot in connection with the application.

Boathouses and piers

4.01. Boathouses and piers are Improvements. An application to the Committee and approval by the Committee is required prior to commencement of construction upon any boathouse or pier used or to be used in connection with a Lot. No boathouse or pier shall be constructed without prior Committee approval. “Boathouse” includes a structure for personal watercraft.

4.02. No more than one (1) boathouse or pier or combination boathouse and pier shall be allowed in connection with any single building site.

4.03. All boathouses must be located no closer than twenty-five (25’) feet to any side lot line.

4.04. No boathouse may exceed fourteen (14’) feet in height (including any deck and handrail), or if it contains a pitched roof, no boathouse may exceed sixteen (16’) in height from the level of the Lot to which it is connected at the bulkhead and/or rear Lot line. No boathouse (not including any attached pier) may exceed sixty (60%) percent of the building space in width along the rear Lot line or be larger than 32 feet by 32 feet in dimension.

4.05. Handrails may not exceed 48” in height and must consist of post and rails, *i.e.* must be “see through” and not solid.

Exterior Materials

2.01. Any application for the construction of an Improvement or Improvements must include a description of the materials used on and/or incorporated in the exterior of such Improvement and are subject to the review and approval (or disapproval) by the Committee. This includes a list of the materials used for the exterior walls, roof, eaves, doorways, patios, open-air coverings, lighting and other materials visible upon the exterior.

2.02. The exterior walls of any Improvement must be masonry consisting of stucco, brick, cultured stone, rock or a combination of such materials. Concrete imbedded siding such as "Hardi-Plank" siding will not be allowed except on the rear of the main residence and not exceeding 25% of such rear exterior area.

2.03. No log cabins or log construction is allowed.

2.04. Repairs to any existing Improvement do not require an application and approval provided that the repairs and/or replacement to the Improvement use the same color and type of material and do not change the dimensions of the Improvement. Repair or replacement of an existing Improvement that requires any change to the color, type of material or change in dimensions must be submitted to and is subject to the Committee's approval or disapproval the same as a new Improvement.

2.05. Only tile, slate, asphalt or metal shingles shall be used on the roof of any Improvement. Cedar shake, or wood materials are not allowed. Solar panels may be permitted only on roofs where the panels cannot be viewed from the street, regardless of the suitability of other areas of the roof for solar panels. Notwithstanding the foregoing, shingles that

(A) are designed primarily to:

- (1) be wind and hail resistant;
- (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
- (3) provide solar general capabilities; and

(B) when installed;

- (1) resemble the shingles used or otherwise authorized for use by these guidelines;
- (2) are more durable than and are of equal or superior quality to the shingles otherwise authorized by these guidelines; and
- (3) match the aesthetics of the property surrounding the owner's property.

2.06. Rain barrels and any rain harvesting device (other than gutters) must be consistent with the color scheme of the main residence and may not be located where the same is visible from the street.

4.06. Vertical sliding “garage” doors are allowed only on the rear (lakeside) of a boathouse. Materials used on enclosed sides of a boathouse must be approved by the Committee and must be in harmony with the design and materials of the main residence.

4.07. A boathouse may not contain a living unit or other facility that may be used as a temporary or permanent living facility.

Swimming Pools

5.01. Swimming pools are Improvements. An application to the Committee and approval by the Committee is required prior to commencement of construction upon any swimming pool in connection with a Lot. No swimming pool shall be constructed without prior Committee approval.

5.02. An application for a swimming pool must include the location and materials to be used for the pool, decking, stonework, fence and any permanent recreational appurtenances or devices such as diving boards, diving rocks, slides, waterfalls, etc... to be used in conjunction with the pool. The appurtenances should not extend above the height of the perimeter fence of the Lot.

5.03. All pool equipment must be shielded from view from the street.

5.04. The pool and all pool decking, stonework, waterfalls, hot tubs, slides, diving boards and other appurtenances must be located no closer than fifteen (15’) feet from the side and rear lot lines.

5.05. All pools must be fenced as required by applicable law or ordinance. In the absence of applicable law or ordinance, all pools must be completely enclosed by an approved fence except lots bordered on one side by Lake Conroe need not be fenced between Lake Conroe and the pool.

Awnings, shades and shutters

6.01. Decorative shutters, exterior shades, hurricane shutters, awnings and roll-down exterior shades and shutters are Improvements. An application to the Committee and approval by the Committee is required prior to installation or construction.

6.02. An application for awnings, exterior shades, roll-down shades or shutters must include the location upon residence or other building, the awning, shade or shutter material and the other materials to be used in the installation or construction and the measurements, including the height above ground.

6.03. Awnings may not be visible from the street.

Exterior lighting and noise abatement

7.01. An application for exterior lighting must include the location (including the location upon residence or other building), the lumens and wattage of each light and/or bulb, the direction and approximate location of the lighted area.

7.02. Decorative exterior lighting must be installed so that it is not directed toward another Lot. The light may not significantly illuminate beyond the boundaries of Lot on which the lighting is installed. All exterior security lighting must be installed so as to not shine onto a neighboring residence, patio or outdoor room.

7.03. Exterior sound equipment must be installed so that sound does not significantly go beyond the boundaries of the Lot on which the equipment is installed.

Main residences and detached quarters

8.01. No residence, living quarters or other Improvement shall exceed a reasonable height required for two (2) stories in height above the finished graded level of the Lot on which the Improvement is made.

8.02. No garage living quarters or detached living quarters shall be built or occupied prior to the construction of the main residence on any lot. No garage living quarters or detached living quarters shall be larger than fifty (50%) percent of the main residence.

8.03. No sidewalk, driveway, off-street parking pad or other hardscape may be installed or constructed without the Committee's prior written approval.

8.04. Mailboxes must be enclosed or surrounded by the same or similar material as the main residence. No "rural" metal mailboxes are permitted.

Construction limitations

9.01. No construction, including site work or site preparation, may be started or conducted until the Committee grants written approval of the proposed Improvement. No tree removal, delivery of supplies, erection or construction of temporary utility service, clearing of underbrush, pad preparation or other work may be commenced prior to the Committee's written approval of the proposed Improvement,

9.02. Exterior construction hours are limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Saturday. Construction is not allowed at all other times, including Sundays and national or state holidays.

9.03. Construction vehicles may not block the street at any time, and may not be parked on the street overnight. Construction vehicles may not exceed 20,000 pounds per axle.

9.04. A dumpster and portable toilet must be on site throughout the full project. Dumpsters for trash are required and must be emptied when full. Orange plastic construction fencing must be installed on the building lines to contain debris. The curb and street must be protected from damage by construction vehicles. The street must be kept clean.

9.05. Construction signs (other than temporary street numbers) and signs advertising the construction of the Improvements are not allowed.

9.06. The construction site must be kept clean at all times. Garbage, trash, construction material wrapping and other debris must be kept in trash containers sufficient to hold the debris so as to not move from the construction site to any other Lot. The Committee may authorize the cleaning of the Lot or construction debris at the Owner's expense, which may be deducted without notice from any deposit made by Owner or the contractor for Improvements.

9.07. A fine of not more than \$500 per occurrence or the actual damages or expenses incurred by the Committee may be deducted from any construction deposit or other money on deposit with the Committee for any violation of these construction rules and procedures or these Regulations.

Procedures for Applications to Committee

10.01. All applications to the Committee must be in writing and must be submitted on the form promulgated by the Association with the appropriate application fee and deposit(s) to be determined by the Board of Directors and two (2) copies of all documents listed on the appropriate application. All checks should be made payable to "Del Lago Estates POA".

For a new residential home construction, the Owner must submit all items listed on the "New Home Construction Form" in the packet. This form is available from the Board of Directors or the designated Agent.

10.02. Unless waived in writing by the Committee, all applications must include two sets of plans and specifications prepared by a licensed architect and/or stamped by a licensed engineer and shall be submitted for approval prior to commencement of construction (initial or alterations) of any Improvement. Plans and specifications to be submitted and approved shall include, at a minimum, the following:

- (a) A topographical plot showing two foot contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot corners and at corners of proposed Improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contour is contemplated.
- (b) Exterior materials, colors, textures and shapes.
- (c) Structural design, including soil test information.

- (d) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- (e) Parking area and driveway sizes.
- (f) Screening, including size, location and method.
- (g) Utility connections.
- (h) Exterior illumination, including location and method.
- (i) Fire protection system, if any, to be provided.
- (j) Trash container storage locations and related screening.
- (k) A plot plan showing the location of the Improvements upon the Lot (including the relationship to any easements and setback lines).

10.03. All foundation plans must be approved and stamped by a licensed engineer (no photocopy). No roof overhang or other elevated structure can extend beyond the building line. Before the slab is poured, a forms survey by a licensed surveyor must be completed and approved by the Committee. The original copy must remain on file with the Committee.

10.04. The Committee may contract with a construction consultant. The construction consultant is solely for the benefit of the Committee and the Association. No warranty is implied and no duty to the Owner is undertaken by the Association's hiring or retention of a construction consultant. During the approval process, the Owner or contractor may be contacted by a construction consultant who has been contracted to review the plans. The construction consultant may make routine site inspections during construction. In addition, any questions about the approval process or the specific application can be submitted to the construction consultant or other person, including a board member, appointed by the Board.

10.05. The Committee has thirty (30) days to review the application and the other matters submitted with the application. Construction may not be commenced until the Committee gives its written approval or fails to act within thirty (30) days from the date of submission. The Committee's rejection of the application does not prevent a revised, amended or new application from being submitted. The Committee has thirty (30) days to review any revised, amended or new application submitted after rejection of an original or previous application for the same or similar Improvement.

10.06. The Board of Directors will establish the current Architectural Review Fee, the Slab/Form Survey deposit and the Clean-up/Landscaping Deposit for new residence construction. The Architectural Review Fee is non-refundable. The the Slab/Form Survey deposit and the Clean-up/Landscaping Deposit are refundable.

Water & sewer service

11.01. Water and sewer service in the Subdivision is provided by Del Lago Estates Water Supply Corp. ("DLEWSC"). The Owner or contractor must apply for new water and sewer service by contacting the President of the DLEWSC for an application form, an explanation of procedures and required inspections. A final service inspection is required before a Certificate of Occupancy is issued.

Flags and Flagpoles

12.01. A flagpole attached to a dwelling or a free standing flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the materials used on the exterior of the residence.

12.02. A free standing flagpole is an Improvement and must be submitted to the Architectural Control Committee for approval prior to the beginning of installation or construction of the free standing flagpole.

12.03. Only one (1) flagpole may be located on any residential building site and may not be taller than twenty (20') feet in height. A free standing flagpole may not be located closer to any lot line or street than any applicable setback lines shown on the plat or contained in the architectural guidelines. A free standing flagpole must be located in the rear portion of the lot and may not be located in front of or on the side of any lot or residence.

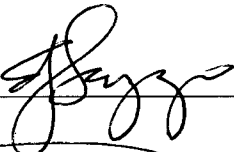
Miscellaneous


13.01. The foundations of residences and other structures must be screened from the street view with plant material.

13.02. These Architectural Standards also apply to bulkhead and pier work from water-based equipment.

Adopted by the Board of Directors of Del Lago Estates Property Owners Association, Inc. on the 8 day of August, 2012.

DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION

By; 

Attest: 

Secretary

SUBDIVISION RULES OF DEL LAGO ESTATES

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation (hereinafter the "Association"), being the property owners association for Del Lago Estates, a subdivision in Montgomery County, Texas according to the map or plat of said subdivision recorded in Plat Cabinet "D", sheet 107A, Map Records of Montgomery County, Texas (hereinafter the "Subdivision"); pursuant to the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements dated September 27, 1982 (hereinafter the "Declarations") amends, adopts and restates the following subdivision Rules for the Subdivision, to be effective on August 8th, 2012.

Subject to the Declarations, the Association, acting by and through its board of directors pursuant to Section 6.01 of the Declarations hereby adopts the following amended and restated Subdivision Rules for the Subdivision and the Association's members (hereinafter the "Rules").

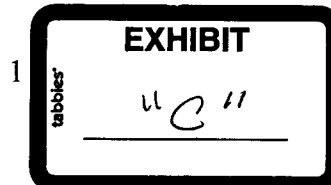
General Provisions

1.01. These Rules are intended to supplement, clarify, and to give effect to the Declarations (as currently exist and as same may be amended) and therefore, the Rules should be read to harmonize with each other to the fullest extent possible to give effect to both the Rules and the Declarations. In the event of a conflict between the Rules and the Declarations which cannot be harmonized, the terms of the Declarations shall control. By adopting the Rules, the Association intends to exercise the maximum degree of discretion and rule making authority given to the Board of Directors (hereinafter the "Board") by the Declarations and applicable law.

1.02. All terms used herein have the same meaning as those same terms are defined in the Declarations. Specifically, without limitation, the definitions contained in the Declarations of "Improvement" or "Improvements", "Common Property", "Lot", "Landscaped Easements", "Member", "Owner" and "Plat" are incorporated herein by reference.

Landscaping, fencing and gardens

2.01. The Owner of each Lot must keep all weeds and grass on such Lot cut to a height not to exceed six (6") inches. The Owner of each Lot must keep the lot free of debris and in a sanitary and attractive manner at all times. All trees must be kept properly pruned and free of vines and the limbs trimmed so as to be no lower than three (3') feet above the ground. Dead trees must be removed in a timely manner and in any event within thirty (30) days unless the Owner and the Association agree in writing for a longer period. Representatives of the Association may enter any Lot from time to time for the purpose of inspecting trees and undergrowth.



2.02. The Association, by and through its representatives and/or management company, will give the Owner notice by certified mail, return receipt requested to the address of the Owner as shown on the membership list of the Association that the Lot is not in a sanitary, healthful or attractive manner and needs mowing. The Owner will have ten (10) days from the receipt of the notice to provide a written response to the notice or to comply with the notice and these Rules. Owner shall be deemed to have received the notice upon actual receipt or upon the expiration of five (5) days from the date of mailing of the notice. If the Owner makes a written response, the Owner will have ten (10) days from the receipt of the Association's reply to comply with the notice and these Rules should the Association reject in whole or in part the Owner's response. Owner shall be deemed to have received the Association's reply upon actual receipt or upon the expiration of five (5) days from the date of mailing of the reply. If the Owner fails to reply or fails to comply with the Association's requirements after notice, the Association may either (a) cause the Lot to be mowed and/or trimmed in conformity with the Association's notice and the cost of such mowing and/or trimming plus fifteen (15%) may be charged to the Owner; (b) levy a fine against the Owner and the Owner's property in conformity with these Rules; or (c) both.

Notwithstanding the foregoing, the Owner may submit a written request for a hearing before the Board of Directors (or a committee appointed by the Board of Directors) on or before the 30th day after the date the Owner receives the notice. If a hearing is held before a committee, the notice of hearing from the Board must state that the Owner has a right to appeal the committee's decision to the board by written notice to the Board. The hearing, if requested in writing per this paragraph, will be held no later than 30 days after the request for a hearing and on not less than 10 days notice from the Board to the Owner of the date and time of the hearing. Either the Association or the Owner may request one (1) postponement and a postponement shall be granted for a period of not more than 10 days.

2.03. The foundations of residences and other structures must be screened from the street view with plant material.

2.04. Vegetable, herb and similar gardens may be planted and maintained on a Lot so long as such garden is not visible from the street.

Signs and holiday decorations

3.01. Seasonal or holiday decorations may be displayed for a reasonable time before and after the holiday to which the decorations relate. The period of time for a single holiday or group of holidays should not exceed a total of six (6) weeks. Should any dispute arise, the Board's decision on reasonable periods of time before and after will be definitive, conclusive and binding upon all parties.

3.02. The only signs allowed on any Lot are:

(a) One (1) sign advertising the Lot for sale or lease not larger than nine (9) square feet and not extending more than four (4) feet above the ground; provided, that on any lakefront Lot, one (1)

additional sign of the same size and content may be displayed on the portion of the Lot facing Lake Conroe;

(b) Ground mounted political signs complying with and as permitted by law; provided, however, that only one (1) sign per candidate or ballot item not larger than four (4) square feet and which may be displayed no earlier than the 90th day before the date of the election to which the sign relates and which may be displayed no longer than ten (10) days after the election date;

(c) No more than one (1) school spirit sign not larger than four (4) square feet for no longer than fourteen (14) consecutive days;

(d) Home security signs not larger than one (1) square foot and not extending more than four (4) feet above the ground; and

(e) No sign advertising commercial activity of any type (including signs regarding construction, remodeling, pool construction, or landscaping being conducted on the Lot) may be displayed without obtaining prior written approval from the Architectural Control Committee.

The Association shall have the right to and the authority to go onto any Lot and remove any sign displayed in violation of this regulation without liability in trespass or otherwise.

Parking

4.01. Camper units, recreational vehicles, utility trailers, boats, personal watercraft, mobile home trailers are not to be parked in the driveway or on the street adjacent to any Lot for longer than seventy-two (72) hours without prior written permission from the Board.

4.02. Camper units, recreational vehicles, utility trailers, boats, personal watercraft, mobile home trailers are not to be parked in or on any Common Area except for community functions during the time of the community function without prior written permission from the Board.

4.03. Vehicles and boat trailers may only be parked at the subdivision boat ramp during the Owner or authorized visitor's use of a boat launched from the boat ramp and in no event for longer than 24 hours.

Pets

5.01. Only common household and yard pets are allowed in the Subdivision. The term "common household pets" or "common household pet" shall not include the following animals or types of animals: puma, tiger, lion, coyote, wolf, pig or other swine, duck, goose, chicken, hen, rooster or other fowl, or exotic animal.

5.02. No exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious to other animals or people is allowed in the Subdivision.

5.03. No animal (including bird) will be allowed to make unreasonable amount of noise or to make noise at an unreasonable time of day.

5.04. The Board shall have the exclusive authority and sole discretion to determine whether a particular animal is a common household or yard pet, an exotic animal or breed of animal that is commonly recognized to be inherently aggressive to other animals or people, or any animal is making an unreasonable amount of noise or making noise at an unreasonable time of day. The Board's good faith determination is binding on all parties.

5.05. An Owner must be with the Owner's pet on a leash or otherwise in control of the pet when the pet is outside the enclosed area of the Owner's Lot. An Owner shall remove all of the solid waste of the Owner's pet deposited on any Common Area or other Owner's Lot.

5.06. An Owner must obtain prior written approval from the Architectural Control Committee for any housing or "run" or separately fenced area for a pet that is outside of the main residence in the same manner as other Improvements..

Flags and flagpoles

6.01. Flags may not be displayed to where such flags are visible from the street or the lake except for (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) the official or replica flag of any branch of the United States armed forces. A flag may be no larger than 3' x 5'. All lighting must be approved by the Architectural Control Committee and must conform to the exterior lighting requirements of the Architectural Design Standards and Regulations.

6.02. Display of the flag of the United States of America must be in accordance with 4 U.S.C. §§ 5-10, inclusive; display of the flag of the State of Texas must be in accordance with Chapter 3100 of the Texas Government Code.

Miscellaneous

7.01. All garbage and trash cans must be concealed from view from the street or adjoining Lots except for the period of time from the night before garbage pickup through the day of garbage pickup.

7.02. No outdoor clotheslines, drying racks or other clothes or material drying racks are permitted.

7.03. Swimming pool equipment and other permanent outdoor equipment may not emit unreasonable noise or noise greater than made by HVAC equipment.

Fines

8.01. The Board may fine the Owner for a violation of these Rules, the Declarations or the Architectural Design Standards and Regulations.

8.02. The amount of the fine is within the discretion of the Board. The Board will give notice to the Owner of the maximum and minimum fines that will be imposed for the specific violation.

8.03. The Association must give the Owner written notice before the imposition of any fine. The notice must comply with the Texas Residential Property Owners Protection Act and these Rules. The notice to the Owner must be in writing and must

- (a) describe the violation that is the basis for the fine;
- (b) state any amount due the Association, including the minimum and maximum fine that may be imposed;
- (c) inform the Owner that of the period of time which the Owner has to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months;
- (d) inform the Owner that the Owner may request a hearing before the Board or a committee appointed by the Board on or before the 30th day after the Owner receives the notice.

8.04. The fines contained in these Rules are cumulative of any and all other remedies available to the Association or any Owner pursuant to the Declarations, the bylaws, statutes or any other applicable laws or ordinances. The imposition of a fine in one instance does not waive or estopp the Association from resort to any other remedy available to the Association at law, in equity or pursuant to any restriction, contract, regulation or other basis for remedy. The fines do not preclude the Association from any other remedy, including the suspension of the Owner's rights to use the common areas of the Association or the filing of suit by the Association seeking legal and equitable remedies.

Adopted by the Board of Directors of Del Lago Estates Property Owners Association, Inc. on the 8 day of August, 2012.

DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION

By:  _____

Attest: 

Secretary

Del Lago Estates Construction Guidelines (8/2012)

The title company should provide you with a copy of the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements for Del Lago Estates as a new owner in Del Lago Estates. A copy of this document is also on the Del Lago Estates web site (<http://www.dellagoestates.org>).

If you do not receive a copy, contact Investment Management Co. (1-800-900-9220 or 1-936-756-0032) to obtain one. It is the responsibility of each owner to read the covenants completely. These guidelines are only meant to serve as a summary and starting point.

If you are planning to build a house in Del Lago Estates, please follow the guidelines starting with item (1) below. If you are adding an improvement such as a pool, fencing, landscaping, remodeling, etc. follow the guidelines listed later in the document.

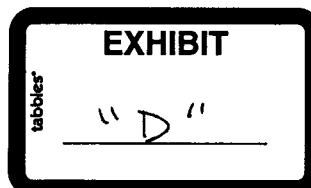
- 1) Read Amended and Restated Architectural Design Standards and Regulations of Del Lago Estates (July 2012)
- 2) Read Article VI – Protective Covenants – Clerk’s File #8801854
 - Section 6.01.2 Residential Dwelling (amended in 1989)
 - Section 6.01.3 Construction Standards
 - Section 6.01.4 Location of Improvements on Lot
- 3) The following fees must be paid when new home construction plans are submitted to the Architectural Control Committee (ACC) or the POA Board, whichever applies at that time:
 - a) \$5,000.00 deposit payable to **Del Lago Estates POA**. The \$5000.00 fee includes a \$3,000.00 refundable Clean-up/ Landscape Deposit. (Amounts may be withheld from refund if site is not kept orderly, complaints from neighbors persist, curb or street damage occurs, construction occurs outside approved times, or similar construction issues arise. The POA Board reserves the right to withhold \$250.00 or the actual damage amount, whichever is greater, per incident.)
 - b) \$800.00 Refundable Slab/Form Survey Deposit. (The deposit is forfeited if the slab is poured without submitting form survey and receiving written approval).
 - c) \$1200.00 Non-refundable Architectural Review Fee. This fee is used to solicit professional input during the application review process, and the ongoing construction process.
 - d) For other ACC applications (swimming pools, fencing, painting, boathouses, or other exterior updates) the deposit listed above is not required at this time.

4) Water and Sewer Service

The owner or builder should contact Hays Utility Services (936-588-1166) for current rates and an application form.

- 5) The owner must submit all items on the “New Home Construction Form” in the packet. This form is available on the Del Lago Estates web site, or can be obtained by contacting IMC. The packet shall include two copies of all documents listed on the form.
- 6) Submit entire packet to the following address:

Investment Management Company
3500 W. Davis, Suite 190
Conroe, TX 33704
Attention: Felicia Leflar



- 7) Per the current deed restrictions, the ACC approval process can take up to 30 days, though it is the intent of the POA Board to process the application in a timely manner. During the approval process, you may be contacted by a construction consultant who has been contracted to review the plans. In addition, any questions about the approval process or the specific application can be submitted to the construction consultant or the Board president.
- 8) No site work for construction can be started until the ACC approval is granted in writing. This includes tree removal, delivery of supplies, temporary utility service, etc.
- 9) All foundation plans must be approved and stamped by a licensed engineer (no photocopy). No roof overhang or other elevated structure can extend beyond the building line. Before the slab is poured, a forms survey by a licensed surveyor must be completed and approved by the ACC. The original copy must remain on file with the ACC.
- 10) The property must be kept clean at all times. A dumpster and port potty must be on site throughout the full project. Dumpsters for trash are required and must be emptied when full. Orange plastic construction fencing must be installed on the building lines to contain debris. The curb and street must be protected from damage by construction vehicles. The street must be kept clean. The ACC has the right to authorize clean-up at the owner's expense.
- 11) Construction hours are limited to 7 a.m. to 7 p.m., 6 days a week. No construction is allowed during Sundays or Holidays.
- 12) Construction trucks may not block the street at any time, and may not be parked on the streets overnight. Construction trucks are limited to a gross weight of 20,000 pounds per axle. Further information about legal truck weights can be found at http://www.dot.state.tx.us/services/motor_carrier/permissible_weight.htm.
- 13) These guidelines and restrictions also apply to bulkhead and pier work from water-based equipment. Where applicable, the restrictions also apply to other improvements such as pools, fencing, and other exterior construction.
- 14) Violations of Construction Guidelines may result in deductions from the homeowner's deposit as described above.
- 15) No construction signs are allowed during the construction process.

These guidelines are for the protection of all – the new owners, the neighbors, and the community. If you have questions regarding the construction guidelines or the governing documents, please contact IMC at 936-756-0032 or 1-800-900-9220.

If you are adding an improvement such as a pool, fencing, landscaping, remodeling, etc. follow the guidelines listed below.

- 1) The owner must submit all items listed on the appropriate construction form in the packet – there are individual forms depending on the type of improvement requested, and all forms are available on the Del Lago Estates web site. The packet shall include two copies of all documents listed on the form.
- 2) Submit entire packet to the following address:

Investment Management Company
3500 W. Davis, Suite 190
Conroe, TX 77304
Attention: Felicia Leflar
- 3) Per the current deed restrictions, the ACC approval process can take up to 30 days, though it is the intent of the POA Board to process the application in a timely manner. During the approval process, and depending on the type of improvement requested, you may be contacted by a construction consultant who has been contracted to review the plans. In addition, any questions about the approval process or the specific application can be submitted to the construction consultant or the Board president.
- 4) No site work for construction can be started until the ACC approval is granted in writing. This includes tree removal, delivery of supplies, etc.
- 5) The property must be kept clean at all times. A dumpster and port potty must be on site throughout the full project. Dumpsters for trash are required and must be emptied when full. Orange plastic construction fencing must be installed on the building lines to contain debris. The curb and street must be protected from damage by construction vehicles. The street must be kept clean. The ACC has the right to authorize clean-up at the owner's expense.
- 6) Construction hours are limited to 7 a.m. to 7 p.m., 6 days a week. No construction is allowed during Sundays or Holidays.
- 7) Construction trucks may not block the street at any time, and may not be parked on the streets overnight. Weight limits listed above for construction trucks apply to these improvements as well.
- 8) No construction signs are allowed during the construction process.

Del Lago Estates - New Home Construction Request Form

Name: _____ Address: _____

The following documents are required to review your New Home Construction Application request in a timely manner. Please be thorough, as missing or incomplete documents will result in delay and additional review. Please supply two (2) copies of required documents 1-12. One copy will be retained by the ACC and the other returned to you at the conclusion of the review process.

Item	Yes	No	N/A	Document / Item Description
1.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	House plans and Specifications by Registered Professional.
2.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Foundation Plan by Registered Engineer.
3.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Plot Plan with finished floor elevation; side, front, rear dimensions and build lines, including roof overhang.
4.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Existing and final grade information at building corners.
5.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Drainage Plan with 2 foot topographical information.
6.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Location(s) of any lot clearing and tree removal.
7.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Soil Report by Registered Engineer.
8.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Landscape Plan including fences, vegetation, retaining walls, gates, etc.
9.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Exterior materials and color samples including; brick, stucco, siding, exterior trim and roof colors.
10.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Driveway, parking Areas, walks and other paved areas located on plot plan with appropriate dimensions.
11.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Screening structures for A/C or pool equipment, (if applicable).
12.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Building Permit
13.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Building Deposit (\$3,000 refundable).
14.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Slab/Form Survey Deposit (\$800 refundable).
15.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Architectural Review Fee (\$1,200 non-refundable).

Please **DO NOT** submit your request without **ALL** the above required information.

Signature: _____ Date: _____

Submit all ACC application requests to: Investment Management Company
3500 West Davis, Suite 190
Conroe, TX 77304 (936-756-0032)
Felicia Leflar (felicialeflar@consolidated.net)

For Internal Use Only

Date Received For Review Date: _____ Rcvd By: _____

Del Lago Estates - New Fence Request Form

Name: _____ Address: _____

The following documents are required to review your New Fence Application request in a timely manner. Please be thorough, as missing or incomplete documents will result in delay and additional review. Please supply two (2) copies of required documents 1-5. One copy will be retained by the ACC and the other returned to you at the conclusion of the review process.

Item	Yes	No	N/A	Document / Item Description
1.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Plot Plan with side, front, rear dimensions and build lines.
2.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fence location on plot plan showing all fencing and proposed gates.
3.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Updated lot survey as needed (see note below).
4.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Designation of fence height (or heights), as applicable.
5.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	If applicable, include details regarding landscape plans including vegetation, retaining walls, gates, etc. Specify any hedges to be used, if applicable.

Note: It is recommended for a new survey to be performed to ensure the fence is installed within property boundaries, but is not required. If a new survey is not performed, the owner takes on all responsibility for moving any portion of the fence that is outside the property line should that be determined at a later time.

Please **DO NOT** submit your request without **ALL** the above required information.

Signature: _____ Date: _____

Submit all ACC application requests to: Investment Management Company
3500 West Davis, Suite 190
Conroe, TX 77304 (936-756-0032)
Felicia Leflar (felicialeflar@consolidated.net)

For Internal Use Only

Date Received For Review: _____ Rcvd By: _____

Del Lago Estates - New Pool Request Form

Name: _____ Address: _____

The following documents are required to review your New Pool Construction Application request in a timely manner. Please be thorough, as missing or incomplete documents will result in delay and additional review. Please supply two (2) copies of required documents 1-8. One copy will be retained by the ACC and the other returned to you at the conclusion of the review process.

Item	Yes	No	N/A	Document / Item Description
1.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Plot Plan with pool/deck location, and side, front, rear dimensions and build lines.
2.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	If fencing is also to be included with the pool please submit on a separate form.
3.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Drainage Plan with 2 foot topographical information.
4.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Location(s) of any lot clearing and tree removal.
5.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	If applicable, include details regarding landscape plans including vegetation, retaining walls, etc. Specify any hedges to be used, if applicable.
6.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Exterior materials and color samples including stone, coping, and exterior colors.
7.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Walkways and other paved areas located on plot plan with appropriate dimensions.
8.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Screening structures for pool equipment, if applicable.

Please **DO NOT** submit your request without **ALL** the above required information.

Signature: _____ Date: _____

Submit all ACC application requests to: Investment Management Company
3500 West Davis, Suite 190
Conroe, TX 77304 (936-756-0032)
Felicia Leflar (felicialeflar@consolidated.net)

For Internal Use Only

Date Received For Review Date: _____ Rcvd By: _____

Del Lago Estates - ACC Miscellaneous Request Form

Name: _____ Address: _____

The following documents are required to review your ACC Application request in a timely manner. **Use this form for miscellaneous improvements such as landscaping, painting, patios, etc.** Please be thorough, as missing or incomplete documents will result in delay and additional review. Please supply two (2) copies of required documents 1-5. One copy will be retained by the ACC and the other returned to you at the conclusion of the review process.

Item	Yes	No	N/A	Document / Item Description
1.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	As applicable, plot plan with requested improvements, showing side, front, rear dimensions and build lines.
2.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Include details regarding landscape plans including vegetation, retaining walls, etc. Specify any hedges to be used, if applicable.
3.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Location(s) of any lot clearing and tree removal, if applicable.
4.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Exterior materials and color samples as applicable.
5.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Walkways, and other paved areas located on plot plan with appropriate dimensions.

Please **DO NOT** submit your request without **ALL** the above required information.

Signature: _____ Date: _____

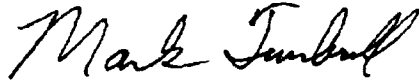
Submit all ACC application requests to: Investment Management Company
3500 West Davis, Suite 190
Conroe, TX 77304 (936-756-0032)
Felicia Leflar (felicialeflar@consolidated.net)

For Internal Use Only

Date Received For Review: _____ Rcvd By: _____

FILED FOR RECORD

08/20/2012 11:30AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

08/20/2012



County Clerk
Montgomery County, Texas