

LINDSEY PLACE ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS

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COUNTY OF BEXAR

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the LINDSEY PLACE ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the community.

- 1. These Guidelines apply to the display of ("Permitted Flags"):
1.1. the flag of the United States; and
1.2. the flag of the State of Texas; and
1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
2.1. flags for schools, sports teams, businesses or foreign countries; or
2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.

8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 5' side setback line, a flagpole may not be installed closer than 5' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

LINDSEY PLACE ASSOCIATION, INC.

Guidelines for Display of Flags


Page 3 of 4

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8th day of Feb. 2012.

LINDSEY PLACE ASSOCIATION, INC.

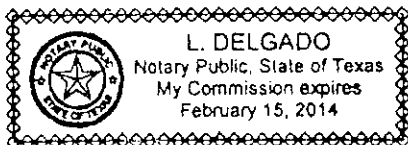


JESSE GARCIA
President

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared JESSE GARCIA, President of LINDSEY PLACE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of February, 2012.



L. Delgado
Notary Public, State of Texas

Doc# 20120027235 Fees: \$28.00
02/14/2012 3:12PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

FEB 14 2012



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

SCANNED



**LINDSEY PLACE ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

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COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the LINDSEY PLACE ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

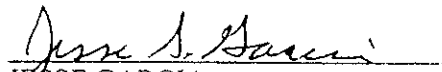
1. Rainwater Recovery Systems may be installed with advance written approval of the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8th day of Feb. 2012.

LINDSEY PLACE ASSOCIATION, INC.



JESSE GARCIA
President

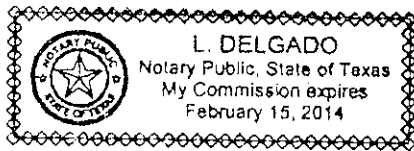
STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared JESSE GARCIA, President of LINDSEY PLACE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of February, 2012.



L. Delgado
Notary Public, State of Texas

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Doc# 20120027233 Fees: \$24.00
02/14/2012 3:12PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

FEB 14 2012



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

SCANNED

LINDSEY PLACE ASSOCIATION, INC.
GUIDELINES FOR ROOFING MATERIALS

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

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WHEREAS, the LINDSEY PLACE ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

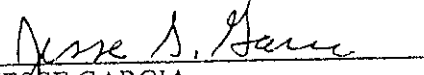
1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 210 pounds per square and have a stated warranty of at least 20 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones or as approved by the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vents are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.

8. Once installed, any such Alternative Shingles must:
- a. resemble the shingles used or authorized to be used on other structures within the Association; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8th day of Feb 2012.

LINDSEY PLACE ASSOCIATION, INC.

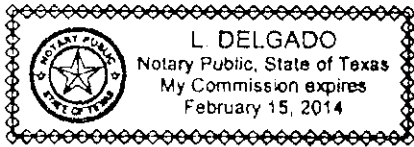


JESSE GARCIA
President

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared JESSE GARCIA, President of LINDSEY PLACE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of February, 2012.



L. Delgado

Notary Public, State of Texas

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this Instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Doc# 20120027232 Fees: \$24.00
02/14/2012 3:12PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

FEB 14 2012

 *Gerard Rickhoff*
COUNTY CLERK BEXAR COUNTY, TEXAS

- 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 ten (10) business days but will be available 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.
4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

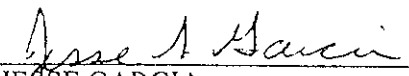
The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 9th day of Nov 2011.

LINDSEY PLACE ASSOCIATION, INC.

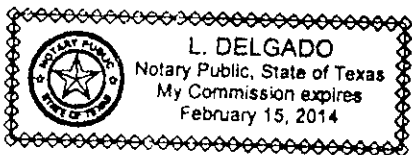


JESSE GARCIA
President

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared JESSE GARCIA, President of LINDSEY PLACE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.



L. Delgado
Notary Public, State of Texas

Doc# 20110225338 Fees: \$28.00
12/20/2011 3:16PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this Instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 20 2011



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS



P12-20110225337-3

SCANNED

LINDSEY PLACE ASSOCIATION, INC.
DOCUMENT RETENTION POLICY

Book 15274 Page 1048 3pgs

STATE OF TEXAS §
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COUNTY OF BEXAR §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the LINDSEY PLACE ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - g. tax returns and audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and

LINDSEY PLACE ASSOCIATION, INC.

Document Retention Policy

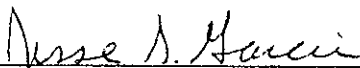
Page 2 of 2

- h. decisions of the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7th day of Nov. 2011.

LINDSEY PLACE ASSOCIATION, INC.

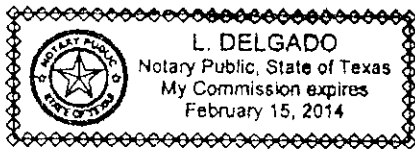


JESSE GARCIA
President

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared JESSE GARCIA, President of LINDSEY PLACE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.



L. Delgado
Notary Public, State of Texas

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED In File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 20 2011



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110225337 Fees: \$24.00
12/20/2011 3:16PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

LINDSEY PLACE ASSOCIATION, INC.
PAYMENT PLAN POLICY

SCANNED

STATE OF TEXAS

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COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the LINDSEY PLACE ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 1 times the annual assessment... up to 3 months
 - b. Total balance up to 2 times annual assessment ... up to 6 months
 - c. Total balance up to 3 times annual assessment ... up to 12 months
 - d. Total balance greater than 3 times annual assessment ... up to 18 months
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in

LINDSEY PLACE ASSOCIATION, INC.

Payment Plan Policy

Page 2 of 3

paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.

7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

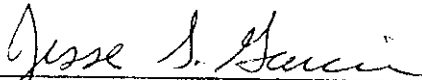
In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 9th day of Nov. 2011.

LINDSEY PLACE ASSOCIATION, INC.

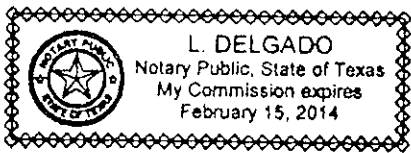


JESSE GARCIA
President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared JESSE GARCIA, President of LINDSEY PLACE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.



L. Delgado
Notary Public, State of Texas

Doc# 20110225336 Fees: \$28.00
12/20/2011 3:16PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this Instrument was FILED In File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 20 2011



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

**LINDSEY PLACE ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

WHEREAS, the LINDSEY PLACE ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

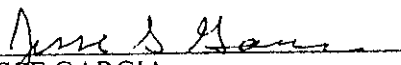
1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the LINDSEY PLACE ARCHITECTURAL CONTROL COMMITTEE subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8th day of Feb 2012.

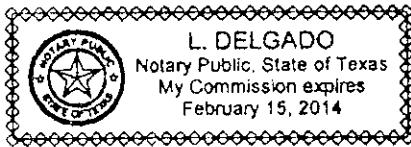
LINDSEY PLACE ASSOCIATION, INC.


JESSE GARCIA
President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared JESSE GARCIA, President of LINDSEY PLACE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of February, 2012.



L. Delgado
Notary Public, State of Texas

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED In File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Doc# 20120027234 Fees: \$24.00
02/14/2012 3:12PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

FEB 14 2012



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared SUZANNE M. SNEED, who, being by me duly sworn according to law, stated the following under oath:

“My name is SUZANNE M. SNEED. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the owner of Professional Management Assist, the Management Company of LINDSEY PLACE ASSOCIATION, INC., a Texas Non-Profit Corporation (the “Association”). I am also a custodian of records for the Association and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

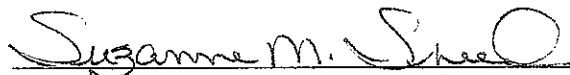
The Association is a “property owners’ association” as that term is defined in *Title 11 of the Texas Property Code*. The Association’s jurisdiction includes, but may not be limited to, Lots 1 through 43, inclusive in Block 1, Lots 22 through 39, inclusive in Block 3, Lots 1 through 26, inclusive in Block 4, all in Lindsey Place Subdivision, Unit 1; and Lots 44 through 83, inclusive in Block 1, Lots 1 through 24, inclusive in Block 2, and Lots 1 through 21, inclusive in Block 3, all in Lindsey Place Subdivision, Unit 2, per the maps or plats thereof heretofore recorded in the Map or Plat Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following Resolutions, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

1. Resolution regarding Assessment Collection Procedures; and
2. Resolution regarding Miscellaneous Vehicles and Equipment.

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the Resolution of the Association may be directed to the Association at P.O. Box 5069, San Antonio, Texas 78201, telephone number 210-733-8398.

SIGNED on this the 8th day of June, 2004.


 Printed Name: Suzanne M. Sneed
 Position Held: Association Manager

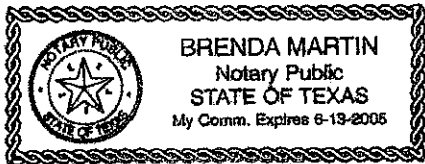
Verification

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared SUZANNE M. SNEED, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 14th day of June, 2004.



Brenda Martin

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RESOLUTION Control: #11-21-2002-1

Subject: Assessment Collection Procedures

WHEREAS, Article IV of the By-Laws of the Association grants power to the Board of Directors to conduct Association business, and Article VII, of the Declaration of Protective Covenants grants the authority to levy assessments against owners; and because the Association's economic well being relies on the timely payment of assessments and other allowable charges; and because it is the Board's duty to use its best efforts to collect funds owed to the Association; and

WHEREAS, there is a need to pass a resolution regarding specific assessment collection procedures; and

WHEREAS, it is the intent that this Resolution shall be applicable to all homeowners, from and after December 31, 2002, and shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following resolution has been adopted by the Association pursuant to the laws of the State of Texas, at a regular meeting of the Board of Directors:

RECITALS

- A. The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Lindsey Place subdivision.
- B. The Association must have the financial ability to discharge its responsibilities.
- C. The Board of Directors is required to pursue collection of assessments and other charges from delinquent owners.
- D. The Board of Directors of the Association desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. Due Dates. The annual assessment as determined by the Association and as allowed for in the Declaration, Articles of Incorporation, and Bylaws shall be due and payable by making one (1) full payment due by Jan 31st of each year by check or money order, payable to Lindsey Place Association, Inc. Assessments or other charges not paid to the Association by the 31st day of January shall be considered past due and delinquent
2. Invoices. The Association shall invoice an owner to pay assessments or other charges due to the Association. The Association will provide an owner with an invoice for annual assessments, to include past due amounts if applicable). The invoice should be mailed or sent to the owner no later than January 1st. Non receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.
3. Late Fee and Interest Charges. An annual assessment shall be past due and delinquent if not paid by the due dates indicated in paragraph 1. above. A late payment fee of thirty dollars (\$30.00) shall be charged on February 1st for all accounts not paid in full by January 31st. In addition to the late charge fee, any assessment charge assessed and not paid when due shall bear interest from the date due until paid at the rate of ten (10%) percent per annum. The late fee and finance charge shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late fees and finance charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.
4. Payment Plan. If a property owner is unable to make payment in full by January 31, but is prepared to pay annual assessments through an additional monthly payment plan, this can be arranged with the Community Manager for the Association, upon approval from the Board of Directors. A post-billing payment plan will include the amount of unpaid assessments, plus other unpaid fees or charges, together with late charges and a ten dollar (\$10.00) administrative fee.

BOOK 10798 PAGE 2376

5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association, or this Resolution, a twenty five dollar (\$25.00) administrative fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a common expense for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association. If two or more of a unit owner's checks are returned unpaid by the bank within any year, the Association may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

6. Attorney's Fees on Delinquent Accounts. As an additional expense permitted under the Declaration, Articles, and Bylaws, the Association is entitled to recover its reasonable attorneys fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

7. Application for Payments made to the Association. Payments received from an owner will be credited in the following order of priority:

- a. Charges for legal fees, court costs, and other costs of collection.
- b. All late charges or interest accrued, as applicable.
- c. All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, or Resolutions.
- d. The yearly assessment for a unit, including any special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.

8. Collection Letters.

a. After an annual assessment or other charge due the Association becomes thirty (30) days past due, the Association may cause, but shall not be required to send, a "late notice" to be sent to the unit owner who is delinquent in payment.

b. If payment in full is not received within 30 days, the Association may, but shall not be required to send a "Notice of Intention to Refer Account to the Attorney" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.

9. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

10. Liens.

a. The Association may file an Affidavit for Nonpayment of Assessments against the property of any delinquent owner in accordance with the terms and provisions of the Declaration, Articles of Incorporation, and Bylaws. A copy of the recorded Notice of Lien shall be mailed to the Owner and may be sent to the Mortgage lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt, if applicable.

b. As an additional expense permitted under the Declaration, Articles of Incorporation, and Bylaws, the Association shall be entitled to recover its reasonable fees and costs incurred in the collection of such lien. The reasonable lien fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

11. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.

12. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

13. Collection Procedures and Time Frame. The following time frame shall be used in the collection of the annual assessment and other charges.

Due date - Full Payment-
(date payment is due) January 31st

Past due date, "Reminder Notice"
(Date payment is late, \$30 late fee)
Finance charge Imposed (interest) February 1st

Late Notice March 1st

Notice of Intention to file lien April 1st

File Liens May 1st

Account may be referred to attorney
for legal action. May 1st

Attorney sends demand letter.

If Owner fails to respond to the attorney, a lawsuit is considered, and if appropriate, is commenced. The attorney is to consult with the association at all times to determine if payment has been arranged or which collection procedures are appropriate.

14. Granting of Waiver. The association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

15. Notification to Owners. The Association shall cause all owners to be notified of the Resolution and the late charges, returned check charge, lien charge, and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in the Resolution shall be effective immediately.

16. Suspension of Members Rights. The association will suspend a member's voting right and rights to the use of the common area and any recreational facilities for a period of time during which any assessment or other fees against such members lot remains unpaid. Proper notice will be given to the delinquent owner.

17. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

Motion was made, seconded, and approved by the majority vote during the Lindsey Place Association Board Meeting dated November 21, 2002.

BOOK 10798 PAGE 2378

LINDSEY PLACE ASSOCIATION, INC.

RESOLUTION Control: #11-21-2002-2

Subject: Miscellaneous Vehicles and Equipment

WHEREAS, Article IV of the By-Laws of the Association grants power to the Board of Directors to conduct Association business, and Article II, of the Declaration of Protective Covenants grants the Architectural Control Committee the power to construe and interpret any covenant that may be vague, indefinite, uncertain or capable of more than one construction or interpretation; and

WHEREAS, there is a need to pass a resolution regarding the parking and storing of vehicles and equipment on residential lots, street rights-of-ways, easements, and common areas; and

WHEREAS, the phrase "temporary parking incident to the contemporaneous use of such object" as used in Article 16 of the Covenants is so vague, indefinite, and/or uncertain, or capable of more than one construction or interpretation that an interpretation by the Architectural Control Committee is necessary ; and

WHEREAS, it is the intent that this Resolution shall be applicable to all homeowners, from and after December 31, 2002, and shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following resolution has been adopted by the Association pursuant to the laws of the State of Texas, at a regular meeting of the Board of Directors:

RECITALS

A. The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Lindsey Place subdivision.

B. The Association requires an interpretation by the Architectural Control Committee of the phrase "temporary parking incident to the contemporaneous use of such object" as used in Article 16 of the Covenants.

C. The Board of Directors of the Association desires to adopt the interpretation provided by the Architectural Control Committee regarding the parking of miscellaneous vehicles and equipment.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following interpretation of "temporary parking incident to the contemporaneous use of such object" as used in Article 16 of the Declaration of Protective Covenants of Lindsey Place Association:

No automobile, truck camper, motor home, mobile home, boat, or other vehicles, trailer, machinery or equipment of any kind shall ever be parked on any lot or on any street right-of-way, easement, or common area adjacent to any lot for longer than twelve (12) hours or on a semi-permanent or daily basis. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction and repair or maintenance of a house or houses in the immediate vicinity.

All other provisions of Article 16 shall remain as stated in the Covenants.

15. Notification to Owners. The Association shall cause all owners to be notified of the Resolution to be imposed after the effective date. All other policies and procedures set forth in the Resolution shall be effective immediately.

16. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these rules and regulations. The Association has the option and right to continue to evaluate each violation on a case by case basis.

Motion was made, seconded, and approved by the majority vote during the Lindsey Place Association Board Meeting dated November 21, 2002.

BOOK 10790 PAGE 2379

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUN 14 2004



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20040132756
Pages 7
06/14/2004 02:50:12 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$26.00

LINDSEY PLACE ASSOCIATION, INC.

RESOLUTION Control: #11-21-2002-2

Subject: Miscellaneous Vehicles and Equipment

WHEREAS, Article IV of the By-Laws of the Association grants power to the Board of Directors to conduct Association business, and Article II, of the Declaration of Protective Covenants grants the Architectural Control Committee the power to construe and interpret any covenant that may be vague, indefinite, uncertain or capable of more than one construction or interpretation; and

WHEREAS, there is a need to pass a resolution regarding the parking and storing of vehicles and equipment on residential lots, street rights-of-ways, easements, and common areas; and

WHEREAS, the phrase "temporary parking incident to the contemporaneous use of such object" as used in Article 16 of the Covenants is so vague, indefinite, and/or uncertain, or capable of more than one construction or interpretation that an interpretation by the Architectural Control Committee is necessary ; and

WHEREAS, it is the intent that this Resolution shall be applicable to all homeowners, from and after December 31, 2002, and shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following resolution has been adopted by the Association pursuant to the laws of the State of Texas, at a regular meeting of the Board of Directors:

RECITALS

A. The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Lindsey Place subdivision.

B. The Association requires an interpretation by the Architectural Control Committee of the phrase "temporary parking incident to the contemporaneous use of such object" as used in Article 16 of the Covenants.

C. The Board of Directors of the Association desires to adopt the interpretation provided by the Architectural Control Committee regarding the parking of miscellaneous vehicles and equipment.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following interpretation of "temporary parking incident to the contemporaneous use of such object" as used in Article 16 of the Declaration of Protective Covenants of Lindsey Place Association:

No automobile, truck camper, motor home, mobile home, boat, or other vehicles, trailer, machinery or equipment of any kind shall ever be parked on any lot or on any street right-of-way, easement, or common area adjacent to any lot for longer than twelve (12) hours or on a semi-permanent or daily basis. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction and repair or maintenance of a house or houses in the immediate vicinity.

All other provisions of Article 16 shall remain as stated in the Covenants.

15. Notification to Owners. The Association shall cause all owners to be notified of the Resolution to be imposed after the effective date. All other policies and procedures set forth in the Resolution shall be effective immediately.

16. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these rules and regulations. The Association has the option and right to continue to evaluate each violation on a case by case basis.

Motion was made, seconded, and approved by the majority vote during the Lindsey Place Association Board Meeting dated November 21, 2002.

13. Collection Procedures and Time Frame. The following time frame shall be used in the collection of the annual assessment and other charges.

Due date - Full Payment- (date payment is due)	January 31 st
Past due date, "Reminder Notice" (Date payment is late, \$30 late fee) Finance charge Imposed (interest)	February 1 st
Late Notice	March 1 st
Notice of Intention to file lien	April 1 st
File Liens	May 1 st
Account may be referred to attorney for legal action.	May 1 st
Attorney sends demand letter.	

If Owner fails to respond to the attorney, a lawsuit is considered, and if appropriate, is commenced. The attorney is to consult with the association at all times to determine if payment has been arranged or which collection procedures are appropriate.

14. Granting of Waiver. The association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

15. Notification to Owners. The Association shall cause all owners to be notified of the Resolution and the late charges, returned check charge, lien charge, and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in the Resolution shall be effective immediately.

16. Suspension of Members Rights. The association will suspend a member's voting right and rights to the use of the common area and any recreational facilities for a period of time during which any assessment or other fees against such members lot remains unpaid. Proper notice will be given to the delinquent owner.

17. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

Motion was made, seconded, and approved by the majority vote during the Lindsey Place Association Board Meeting dated November 21, 2002.