

NAME OF ASSOCIATION COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.
RESOLUTION NUMBER. # 11
TITLE OF RESOLUTION ADMINISTRATIVE
Date of Meetings

AUTHORITY:

WHEREAS Article VI, Section 1 of the By-Laws of the Countryside Homeowners Association states that "regular meetings of the Board of Directors shall be held bi-monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board" and

PURPOSE:

WHEREAS a regular meeting date has been changed.

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT:

meetings for the Board of Directors be held on the fourth Thursday of every month at 7:30 p.m. in the Meeting Room.

Date of Minutes: ~~February 26, 1990~~

APPROVED 4/19/1990

Randy Watson, President

NAME OF ASSOCIATION COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION NUMBER #12

TITLE OF RESOLUTION ADMINISTRATIVE
Establish Committees

AUTHORITY: WHEREAS Article IX, Section 1 of the By-Laws states that "The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes" and

WHEREAS Article IX, Section 2 of the By-Laws states that "It shall be a function of each committee to receive complaints from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented, and

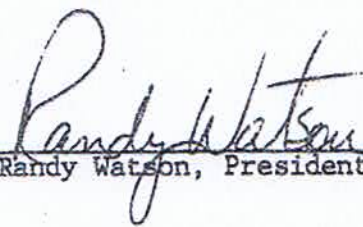
PURPOSE: WHEREAS it is necessary to establish committees for the more effective operation of the Association,

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: the following established committee has changed its name:

DEED RESTRICTION has been changed to DEED QUALIFICATION

Date of Minutes: March 3, 1990

APPROVED 4/19/90



Randy Watson, President

NAME OF ASSOCIATION COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION NUMBER # 13

TITLE OF RESOLUTION ADMINISTRATIVE

HIRING INDEPENDENT CONTRACTORS

WHEREAS Article IV, Section (e) of the Articles of Incorporation states that the Association has the power to "engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association" and

WHEREAS Article IV, Section (f) of the Articles of Incorporation states that the Association has the power to "do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith." and

WHEREAS Article IV Section 11 of the Declaration of Covenants, Conditions, and Restrictions of Countryside Homeowners Association, Inc., states: "Each owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type," and

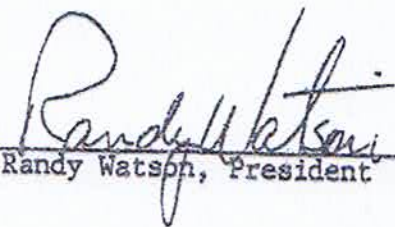
WHEREAS Article VIII, Section 2 of the By-Laws of Countryside Homeowner Association, Inc. states the powers and duties of the Board of Directors "shall be to supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed:,"

NOW THEREFORE BE IT RESOLVED THAT THE FOLLOWING GENERAL CONTRACT FOR THE HIRING OF INDEPENDENT CONTRACTORS BE ADOPTED:

see attached.

Date of Minutes: March 25, 1990

APPROVED 4/19/90


Randy Watson, President

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made _____, 19____, between:

The CLIENT: Name: _____

ADDRESS: _____

and the CONTRACTOR:

Business Name: _____

Address: _____

(1)

This agreement is made for the purpose of establishing an independent contractor relationship and contractual agreement between the parties identified above and excludes absolutely any employee-employer relationship.

(2)

I understand that I am not an employee of Countryside Home-owners Association (CHOA), and will not be treated as an employee for Federal, State or local tax purposes or for any other purpose. As an independent contractor I will be responsible for filing all necessary Federal, State and local tax returns and paying all applicable taxes. In addition, I will not be an agent of (CHOA) and may not incur any debts, contracts, obligations, or liabilities on behalf of (CHOA).

(3)

As an independent contractor under this agreement I am free to control my business, my business hours, my choice of customers, my location of my office and my methods of work performance, all subject, however, to compliance with all applicable local, state and federal laws and regulations, this agreement, Contract Regulations, and any permitted agreement between me and (CHOA). I further understand that my independent contractor status shall remain intact.

(4)

CONTRACTOR will actively engage in the management of the (CHOA) business office as outlined in the (CHOA) Office Requirements. This agreement and the (CHOA) Office Requirements constitute the entire agreement. CONTRACTOR understands this agreement shall be governed by and construed to the laws of the State of Texas, and CONTRACTOR consents to the jurisdiction of the courts of and to Arbitration in that state should CONTRACTOR default in its obligations under this agreement, or be in breach thereof.

(5)

CLIENT agrees to pay CONTRACTOR in cash or check, at the option of the CLIENT. CONTRACTOR pay may be received at any time upon reasonable demand for work or performance of the contract up to the time of demand; all of the amounts shall be paid in full with no deductions of any kind.

(6)

CLIENT retains the exclusive right to specify the results, effects or finished product to be achieved by CONTRACTOR, and CONTRACTOR retains the exclusive right to determine the methods to be used to achieve said results, or finished products.

(7)

CONTRACTOR agrees to supply necessary tools, equipment and materials except the following which the CLIENT may provide:

(8)

CLIENT understands and agrees that CLIENT does not have the exclusive use of CONTRACTOR and that CONTRACTOR is free to contract for similar services to other clients during the duration of this agreement.

The CONTRACTOR is acting as a free agent and independent contractor, holding himself out to the General Public as an independent contractor.

(9)
This agreement will be effective from the date of acceptance by CLIENT until December 31 of that year. CONTRACTOR may terminate this agreement at any time with or without cause by written notice to CLIENT. CLIENT may terminate this agreement at any time with or without cause by written notice to CONTRACTOR.

CLIENT

President (CHOA)

Contractor

Contractor Designate

SEAL OF COUNTRYSIDE
HOMEOWNERS ASSOCIATION

Signed before me this

_____ day of _____

19_____.

NOTARY PUBLIC

ADM 2, 3/90
OB/ob

NAME OF ASSOCIATION COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.
RESOLUTION NUMBER # 14
TITLE OF RESOLUTION ADMINISTRATIVE
REQUIREMENTS
OFFICE MANAGER JOB RESPONSIBILITIES

WHEREAS Article IV, Section (e) of the Articles of Incorporation states that the Association has the power to "engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association" and

WHEREAS Article IV, Section (f) of the Articles of Incorporation states that the Association has the power to "do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith." and

WHEREAS Article IV, Section 11 of the Declaration of Covenants, Conditions, and Restrictions of Countryside Homeowners Association, Inc., states: "Each owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type." and

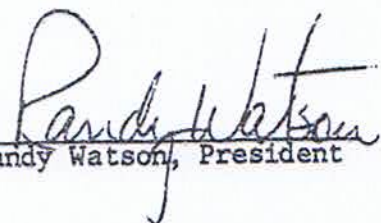
WHEREAS Article VIII, Section 2 of the By-Laws of Countryside Homeowner Association, Inc. state "the powers and duties of the Board of Directors shall be to supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed",

NOW THEREFORE BE IT RESOLVED THAT THE FOLLOWING OFFICE MANAGER JOB ^{REQUIREMENTS} RESPONSIBILITIES BE ADOPTED:

See Attached.

Date of Minutes: March 30, 1990

APPROVED 4/19/90


Randy Watson, President

April 12, 1990

OFFICE MANAGER JOB REQUIREMENTS

GENERAL GUIDELINES

1. Maintain business office hours for accomplishing association business according to CHOA standard operating procedures.
2. Attend Board of Directors meetings upon request.
3. Handle daily mail/correspondence directed to the homeowners association (mail directed to the board of directors will go to the secretary of the board).
4. Maintain a file on each property within the subdivision. File to include such items as: names, addresses, phone number, closing information, CHOA correspondence, Architectural Control requests and approvals, recreation facilities information (keys) etc. Direct deed qualification information to the Deed Qualification Committee for handling and filing.
5. Maintain master files of Countryside Homeowners Association including such information as Association legal documents, forms, contracts, insurance policies, bonding certificates, etc.
6. Provide telephone services to dispense CHOA information, collect CHOA information, take notes on complaints to be referred to the appropriate committees or personnel.
7. Maintain master keys to all common area facilities. Dispense keys to CHOA members as per policy. Dispense keys to CHOA board members as required.
8. Maintain an up to date inventory of CHOA property (ex. office equipment, pool equipment etc.)
9. Be available to appear in court representing CHOA or serve as witness as necessary.
10. Coordinate with committees the disbursement of keys to

recreational facilities.

11. Regular inspection of common areas and facilities to ensure top condition, and that all contractual work on these areas be done in a quality manner.
12. Contact with contractors hired to service facilities and identify any items that are not being done according to contract specifications.
13. Inform Board of Directors of any extraordinary expenses that have arisen beyond contract costs or amounts previously authorized.
14. As per secretary direction, prepare bid packages, solicit bids for services authorized by the CHOA Board of Directors. Deliver approved bid packages to vendors, deliver all returned bid packages unopened to the CHOA board secretary for delivery to the Board of Directors.
15. Prepare invoices for Board of Directors approval (invoices and documentation).
16. Office Manager will supply their own Dishonesty Bond, covering the length of their individual contract, with verification papers in CHOA files.

BOOKKEEPING

1. Maintain a complete and accurate general ledger and subsystem posted on a daily basis showing the status of funds.
2. Provide to the Treasurer/Board of Directors a report on financial standing, (balance sheets, check register, and bank statements) prior to the CHOA homeowners monthly meeting or on request of the Board of Directors.
3. Prepare checks drawn on the account of CHOA for payment of debts and obligations and distribute the same.
4. Reconcile the CHOA cash and investment accounts as directed by the Treasurer/Board of Directors.
5. Aid the Treasurer/Board of Directors in preparation of the annual budget for each current/upcoming year.

6. Assist Treasurer/Board of Directors in preparation of all governmental and public information reports.
7. Assist Treasurer/Board of Directors in preparation of income tax reports.
8. Assist Treasurer/Board of Directors in preparation of other reports as necessary.
9. Assist with the Treasurer/Board of Directors in the coordination responsibilities with a Certified Public Accountant for the annual audit.

ASSESSMENTS

1. Keep current, up to date, CHOA master files with regard to assessments and ownership.
2. Receive and post payments of assessments to property owners accounts and balances on the CHOA detail deposit form.
3. Deposit assessment payments and all other sources of income into the CHOA operation account or as directed by the Treasurer/Board of Directors.
4. Notify and discuss annual assessments with CHOA members or mortgage companies thirty (30) days before start of the new assessment year.
5. Calculate, discuss and certify the prorated share of assessment due at closing to title companies and taxing authorities. Maintain a record of each inquirer and guarantee information provided.
6. Prepare tax certificates as required.
7. Handle property owner assessment inquiries and all related correspondence.
8. Post to the property owners account any additional charges throughout the year (ex. mowing charges, attorney fees, returned check charges) as directed by the Board of Directors.
9. Provide a current delinquent accounts list to the CHOA

Board of Directors prior to each monthly CHOA homeowners meeting and to the treasurer as required.

10. Mail out delinquent statements as directed by the Board of Directors.
11. Provide CHOA Board of Directors and legal representative a listing of delinquent property owners as directed by the Board of Directors.
12. Prepare and file lien claim affidavits as directed by the Board of Directors.
13. Administer payment arrangements with delinquent property owners according to policies set down by the CHOA Board of Directors.

ARCHITECTURAL CONTROL - DEEDS

1. Receive daily written or telephone communications from residents reporting deed violations and forward to the Deed Qualification committee.
2. When directed by the Board of Directors, notify contractors to mow or repair property violations.

SUPPORT SERVICES

1. Assist as necessary in the publication of the CHOA newsletter.

COMPENSATION

1. Compensation for services rendered on the above Office manager requirements will be paid weekly in the amount of \$300.00

ADM 1, 4/90
RW/rw

UPDATED PROPOSED POLICY RESOLUTION
DEED QUALIFICATION VIOLATION PROCEDURES

THE FOLLOWING RESOLUTION WAS PRESENTED AND DISCUSSED AT THE BOARD MEETING APRIL 3, 1990.

WHEREAS Article IX, Section 1 of the Declaration of Covenants, Conditions, and Restrictions of Countryside Homeowners Association, Inc., states: "The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenant, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.", and

WHEREAS Article IV, Section (a) of the Articles of Incorporation states that the Association has the power "to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;" and

WHEREAS Article IV, Section (f) of the Articles of Incorporation states that the Association has the power "to do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and or expenses in connection therewith.", and

WHEREAS there is a need for an amended and/or updated version of the established policy,

NOW THEREFORE BE IT RESOLVED THAT THE FOLLOWING PROCEDURES BE ADOPTED:

1. When the Deed Qualification Committee has determined that a resident is violating a particular Section of the Association's Deed Qualifications, a letter similar to Exhibit "A" attached hereto should be sent to the lot owner and current resident giving the owner thirty (30) days from the date of the letter to cease and/or correct the violation. A copy of the Section cited from the Deed Restrictions should be attached.
2. At the end of the thirty-day period, the Deed Qualification Committee should then inspect the premises to see if the violation has been corrected. If it has not been corrected, a letter similar to Exhibit "B" should be mailed by Regular Mail and Certified Mail Return Receipt Requested. This notice gives the homeowner another fifteen (15) days to cease and/or correct the violation.
3. At the end of the second notice of fifteen (15) day period, the Deed Qualification Committee should again inspect the premises to see if the violation has been corrected. If it has not, the Committee Chairperson should notify the Secretary and the Board of Directors of the status of the violation and request that an attorney's letter be sent.
4. When the attorney's letter is sent, the Secretary will notify the Committee Chairperson of the correction date as set forth by the attorney. As soon as possible after the correction date the property should be inspected again. If the violation has not been corrected, the President and the Board members will have to decide if further legal action is to be taken.

UPDATED PROPOSED POLICY RESOLUTION
DEED QUALIFICATION VIOLATION PROCEDURES

APPROVED IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did execute this resolution on the ~~sixteenth day of May 1991~~ and said same resolution was recorded in the Minutes of the Association.

SEAL

Angela Birch, Sec./Treas.

* APPROVED SIXTH OF JUNE

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION

Declaration of Covenants, Conditions and Restrictions exemptions for backyard fencing for Lots bordering TX FM-518.

AUTHORITY: WHEREAS Article IV of the Articles of Incorporation gives the Board of Directors of the Association the power "To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed,..." Further, Article VIII, Section 1 of the Declaration of Covenants, Conditions and Restrictions states: "Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility."

PURPOSE: WHEREAS the State of Texas is engaged in the final planning phase for a road noise retaining wall and this wall is to be constructed along the TX FM-518 which borders the COUNTRYSIDE subdivision. Homeowners who reside on Silver Leaf and Leafwood Circle and have Lots which border the TX FM-518 right-of-way are concerned over deed restriction violations while the wall is under construction. These concerns also include fence repair before construction begins.

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: the following exceptions to the Declaration of Covenants, Conditions and Restrictions be granted to the homeowners who reside on Silver Leaf and Leafwood Circle and have Lots which border the TX FM-518 right-of-way.

1. ARTICLE VI - Shall not apply to fencing along the TX FM-518 right-of-way.

FURTHER, BE IT RESOLVED THAT: the following conditions be attached to this resolution.

1. ARTICLE V and VII remain in full force.
2. This resolution will expire January 1, 1991 and can not be extended.

BE IT FURTHER RESOLVED that these rules and guidelines be published for all Association members to read.

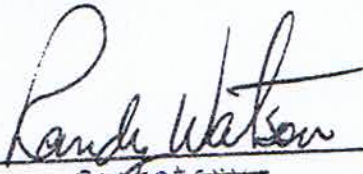
APPROVED: IN WITNESS WHEREOF, the Board of Directors of the

ATTACHMENT J.

04 OCT 90

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the 4th day of October, 1990 and said same resolution was recorded in the Minutes of the Association.

SEAL



~~Secretary~~
Pres

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION

Declaration of Covenants, Conditions and Restrictions exemptions for backyard fencing for Lots bordering TX FM-518.

AUTHORITY: WHEREAS Article IV of the Articles of Incorporation gives the Board of Directors of the Association the power "To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed,..." Further, Article VIII, Section 1 of the Declaration of Covenants, Conditions and Restrictions states: "Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility."

PURPOSE: WHEREAS the State of Texas is engaged in the final planning phase for a road noise retaining wall and this wall is to be constructed along the TX FM-518 which borders the COUNTRYSIDE subdivision. Homeowners who reside on Silver Leaf and Leafwood Circle and have Lots which border the TX FM-518 right-of-way are concerned over deed restriction violations while the wall is under construction. These concerns also include fence repair before construction begins.

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: the following exceptions to the Declaration of Covenants, Conditions and Restrictions be granted to the homeowners who reside on Silver Leaf and Leafwood Circle and have Lots which border the TX FM-518 right-of-way.

1. ARTICLE VI - shall not apply to fencing along the TX FM-518 right-of-way.

FURTHER, BE IT RESOLVED THAT: the following conditions be attached to this resolution.

1. ARTICLE V and VII remain in full force.
2. This resolution will expire January 1, 1991 and can not be extended.

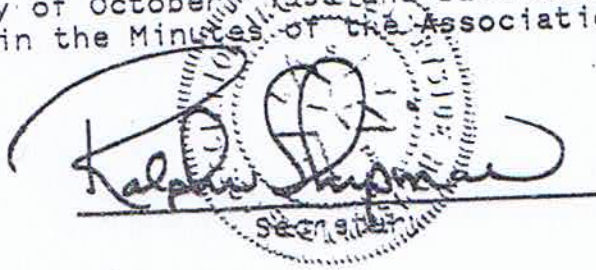
BE IT FURTHER RESOLVED that these rules and guidelines be published for all Association members to read.

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the

04 OCT 90

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did execute this resolution on the 4th day of October, 1990 and said same resolution was recorded in the Minutes of the Association.

SEAL



A handwritten signature, possibly "Ralph Thompson", is written over a circular embossed seal. The seal contains the text "SECRET" at the bottom. The signature is written in dark ink and is somewhat stylized.

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

PROPOSED

RESOLUTION

The establishment of a standard routine for proposing and the official recording of resolutions executed by the Board of Directors.

AUTHORITY: WHEREAS Articles of Incorporation gives the Board of Directors of the Association the power "To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed,..." Further, Article VIII, Section 1(a) of the By-Laws of Countryside Homeowner Association, Inc. states: "To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership..." and

PURPOSE: WHEREAS there is a need to establish a standard routine for proposing and the official recording of resolutions executed by the Board of Directors.

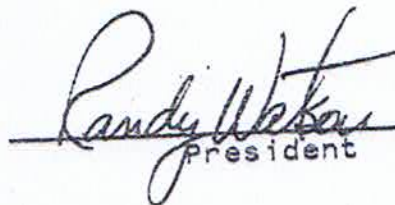
SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: the following procedure be established:

1. INFORMAL resolutions may be proposed and motioned at any meeting of the Board of Directors.
 - a. When further discussion is required, the Chairperson of the Directors will place the proposed resolution on the Agenda for the next meeting of the Directors.
 - b. INFORMAL resolutions must achieve Formal status within three regularly scheduled meetings of the Directors or the resolution dies.
 - c. INFORMAL resolutions shall not be executed.
2. FORMAL resolutions may be proposed and motioned at any meeting of the Board of Directors.
 - a. When further discussion is required, the Chairperson of the Directors will place the proposed resolution on the Agenda for the next meeting of the Directors.
 - b. FORMAL resolutions must be executed within three regularly scheduled meetings of the Directors or the resolution dies.
3. In all cases, the Chairperson of the Directors will direct the Secretary of Board of Directors to prepare the FORMAL resolution for presentation at the next meeting of

the Board of Directors.

4. In all cases, the Formal resolution will be prepared using the attached format.
5. In the absents of the Secretary of the Board of Directors any duly elected member of the Board of Directors may attest to the resolution.
6. All executed resolutions will be maintained by the Secretary of the Board of Directors and will become a permanent record of the Countryside Homeowner Association, Inc.

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the 25 day of October, 1990 and said same resolution was recorded in the Minutes of the Association.



President

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION

Title of Resolution.

AUTHORITY: WHEREAS ...

PURPOSE: WHEREAS ...

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: ...

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the ____ day of _____, 19__ and said same resolution was recorded in the Minutes of the Association.

SEAL

Secretary

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

PROPOSED

RESOLUTION

Declaration of Covenants, Conditions and Restrictions Policy Resolution and Deed Violation Procedures.

AUTHORITY: WHEREAS Article IX of the Declarations of Covenants, Conditions and Restrictions states: "The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.", and

WHEREAS Article IV, Section (a) of the Articles of Incorporation affirms that the Association has the power "to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;" and

WHEREAS Article IV, Section (f) of the Articles of Incorporation states that the Association has the power "to do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs or expenses in connection therewith," and

PURPOSE: WHEREAS there is a need for a policy to be established concerning the procedures to follow in dealing with deed restriction violations for the Countryside Homeowners Association, Inc.,

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT THE FOLLOWING PROCEDURES BE ADOPTED:

1. When the Deed Qualifications Committee has determined that a resident is violating a particular Section of the Association's Deed Restrictions, a letter similar to Attachment "A" will be sent to the LOT OWNER giving the owner ten (10) days from the date of the letter to cease and/or correct the violation. A copy of the Section cited from the Deed Restrictions will be attached.

2. At the end of the ten-day period, the Deed Qualifications Committee will then inspect the premises to see if the violation has been corrected. If it has not been corrected, a letter similar to Attachment "B" will be mailed by Regular Mail and Certified Mail, Return Receipt Requested. This notice gives the LOT OWNER another ten (10) days to cease and/or correct the violation.

3. At the end of the second ten-day period, the Deed Qualification Committee will again inspect the premises to see if the violation has been corrected. If it has not, the Deed Qualifications Committee Chairperson will notify the Board of Directors of the status of the violation. The Board of Directors will then inspect the premises and determine the appropriate action. This action will be either:
 - (a) A third and final "courtesy" letter similar to Attachment "C". This letter will be mailed by Regular Mail and Certified Mail Return Receipt Requested. This notice gives the LOT OWNER additional ten (10) days to cease and/or correct the violation. At the end of the third ten-day period, the Board of Directors will again inspect the premises to see if the violation has been corrected. If it has not, the Board of Directors must refer the matter to the Attorney of Record for action.
 - (b) Refer the complete matter to the Attorney of Record for action.

4. When the Attorney's letter is sent, the Board of Directors will notify the Deed Qualification Committee Chairperson of the correction date as set forth by the attorney. As soon as possible after the correction date the property will be inspected again. If the violation has not been corrected, the Board of Directors will notify the Attorney of Record to proceed with a legal action against the LOT OWNER.

5. At any time during the procedure set forth in steps 1 thru 4 the LOT OWNER may request (in writing) a meeting with the Board of Directors to discuss the violation. Once the request is made, all action will cease until after said meeting. The meeting is to be placed on the agenda for the next meeting of the Board of Directors. Failure of the LOT OWNER to appear for the meeting will result in the loss of his/her right to a hearing on this violation and the procedure will resume.

BE IT FURTHER RESOLVED that this policy and procedures be published for all Association members to read.

BE IT FURTHER RESOLVED that the Board of Directors is now cancelling its resolution executed on the 20th day of December, 1978, titled Proposed Policy Resolution Deed Restriction Violation Procedures.

BE IT FURTHER RESOLVED that this resolution shall not be wholly cancelled; however it may be amended, changed or replaced by a like resolution, by either a two-thirds (2/3) vote of the Association membership or a two-thirds (2/3) vote of the Board of Directors.

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the 25 day of October, 1990 and said same . . . resolution was recorded in the Minutes of the Association.

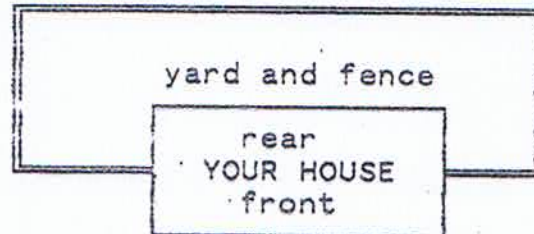


President

COUNTRYSIDE HOMEOWNERS ASSOCIATION, INC

P.O. BOX 954 LEAGUE CITY, TX 77574-0954 713-332-1091

Date:



Property:

Hello Neighbor,

While inspecting the neighborhood for the Deed Qualification Committee, we noticed a nonconformance on your property with the Association's guidelines that needs your attention.

We noticed: _____

which is not in compliance with Article _____ Section _____:
A copy of this Article and Section is enclosed with this notice.

We realize that time and money are usually involved in making repairs but, we would appreciate your handling this matter within the next 10 days or contacting the committee to make some arrangements to handle the problem at the earliest agreeable time. Allowing this problem to continue more than 10 days will result in further action on behalf of the Association. You may contact a member of this committee by leaving a message with the office manager or on the telephone recorder at 332-1091 night or day.

Sincerely yours,

Deed Qualifications Committee

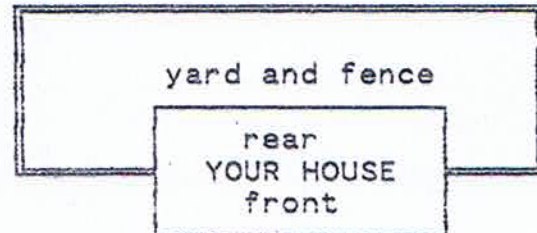
P.S. If you do not have a copy of the current Articles of Incorporation, Covenants, or By-Laws, please come by the Association office during normal business hours for your copy.

ATTACHMENT A.

COUNTRYSIDE HOMEOWNERS ASSOCIATION, INC

P.O. BOX 954 LEAGUE CITY, TX 77574-0954 713-332-1091

Date:



Property:

Dear Neighbor:

Sorry we have not heard from you concerning the nonconformance with the Association's Declaration of Covenants, Conditions and Restrictions. This problem was brought to your attention on _____ and we asked for your assistance in compliance to Association guidelines. If you have not made arrangements through the Deed Qualification Committee for an extension, you now have until _____ to comply or make the necessary contacts before the Board of Directors must take action on this situation. The Board of Directors will act on the noncompliance as per the Articles of Incorporation that we all must abide by. This includes actions where all expenses incurred by the Association, to bring your property into conformance, will be charged to the homeowner.

Once again, we ask for your assistance in correcting this problem.

Nonconformance _____

Article: _____ Section: _____. A copy of this Article and Section is enclosed with this notice.

Any questions can be addressed by the Deed Qualification Committee by leaving a message at the Association office or by phone at 3320-1091.

Sincerely yours,

Deed Qualifications Committee

ATTACHMENT B.
 COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

DATE

Name
 Address
 League City, Texas 77573

Re: Violation of Declaration of Covenants, Conditions and
 Restrictions

Dear Mr. Name:

The Deed Qualification Committee has reported to us regarding your violation(s) of Article VI of the Declaration of Covenants, Conditions and Restrictions.

Article VI of the Declaration of Covenants, Condition and Restrictions provides that if a Lot Owner fails to maintain the premises and improvements thereon in a manner satisfactory to the Board of Directors, upon two-thirds (2/3) vote of the Board of Directors the Countryside Homeowners Association shall have the right, through its agents and employees, to enter upon a Lot to repair, maintain, trim trees and shrubs, mow grass, plant grass or other suitable vegetation and restore the Lot and exterior of the building and other improvements erected thereon. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

We have been informed that the.....

....is in gross disrepair and that you have failed to maintain your yard in a manner acceptable to your neighbors and to the Board of Directors of the Countryside Homeowners Association, Inc.

If the foregoing violations of the Declarations of Covenants, conditions and Restrictions are not corrected by _____ the Board of Directors will be forced into taking the necessary action to enforce compliance. If you feel you cannot meet this deadline, please notify the Board of Directors, in writing, before the deadline stating your reasons and intentions.

Please be advised that this letter is not meant to harass or intimidate you, but we are merely attempting to maintain the integrity of the neighborhood for all its residents.

If such action becomes necessary we intend to seek a permanent injunction against your violations of any of the covenants referenced above and seek substantial attorney's fees.

Yours Very Truly,

ATTACHMENT C.

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION

Standard policy and procedure for the reservation and utilization of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. meeting room.

AUTHORITY: WHEREAS Articles of Incorporation gives the Board of Directors of the Association the power "To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed,..." Further, Article VIII, Section 1 (a) of the By-Laws of Countryside Homeowner Association, Inc. gives the Board of Directors the power "To adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their delegates and their guest thereon, and to establish penalties for infraction thereof;" and

PURPOSE: WHEREAS there is a need to establish standard policy and procedure for the reservation and utilization of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. meeting room.

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: the following standard policy and procedure be established:

1. **RESERVATIONS** - Advance reservations shall be required for the use of the CHOA meeting room. Reservations may only be made by Association members, or their delegates, in good standing. Any long term use of the room shall need Board of Directors approval. Actual receipt of deposit will set precedence in reservation time and dates.
2. **DEPOSITS** - A deposit shall be required prior to the issuance of any keys to the CHOA meeting room. The amount of the deposit is fixed at \$50.00. Deposits shall be held until the room is no longer needed by the Association member, or delegates, requesting the use of the room, whichever comes first. All deposits shall be refunded when the Association member no longer requires use of the room and the room is found to be in good condition, needing no repairs stemming from misuse or abuse. All keys shall be returned at the time a refund is requested. Refunds on deposits shall be made within fourteen (14) days of request.

EXCEPTION: ALL CHOA BUSINESS AND COMMITTEE ACTIVITIES WILL NOT BE REQUIRED TO POST A DEPOSIT; HOWEVER, THEY ARE STILL REQUIRED TO MAKE ADVANCE RESERVATIONS.

3. KEYS - The Association member, or delegates, who requested and a key(s) were issued shall be present at all times the room is in use for their activity. Failure of Association member, or delegates, to be present shall result in their loss of room use privileges. Any loan or duplication of the key(s) to the meeting room shall terminate the right to use the room. The key(s) shall be returned to the CHOA upon demand made by any member of the CHOA Board of Directors.

4. SPECIFIC RULES -

a. THERE IS NO ALCOHOL CONSUMPTION ALLOWED IN OR AROUND ANY OF THE CHOA OWNED FACILITIES.

b. The CHOA Board of Directors reserve the right to spot check activities being conducted in the meeting room for compliance with CHOA guidelines and rules.

5. GENERAL RULES -

a. The meeting room must be cleaned and swept after each use.

b. All trash is to be removed from the premises and placed in proper trash receptacles. No trash is to be left inside the meeting room.

c. The heat or air conditioning is to remain set at 75 degrees.

d. Turn-off all lights and lock the door when finished using the meeting room.

e. The room will only be used during the time that the BOARD OF DIRECTORS has approved. Any use other than the approved times will be deemed as trespassing and demand for the return of the key will result.

BE IT FURTHER RESOLVED that these rules and guidelines be published for all Association members to read and sign as acknowledgment of these rules. This acknowledgment must be signed before any receipt of deposit may be accepted and the attached form is established and approved for such acknowledgment.

BE IT FURTHER RESOLVED that the Board of Directors is now cancelling its resolution executed on the 28th day of March, 1978, titled RECREATION; Meeting Room Rules.

BE IT FURTHER RESOLVED that this resolution shall not be wholly cancelled; however it may be amended, changed or replaced by a like resolution, by either a two-thirds (2/3) vote of the Association membership or a two-thirds (2/3) vote of the Board of Directors.

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the 15th day of November, 1990 and said same resolution was recorded in the Minutes of the Association.

SEAL



President

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

Rules and Guidelines for the CHOA Meeting Room

1. RESERVATIONS - Advance reservations shall be required for the use of the CHOA meeting room. Reservations may only be made by Association members, or their delegates, in good standing. Any long term use of the room shall need Board of Directors approval. Actual receipt of deposit will set precedence in reservation time and dates.
2. DEPOSITS - A deposit shall be required prior to the issuance of any keys to the CHOA meeting room. The amount of the deposit is fixed at \$50.00. Deposits shall be held until the room is no longer needed by the Association member, or delegates, requesting the use of the room, whichever comes first. All deposits shall be refunded when the Association member no longer requires use of the room and the room is found to be in good condition, needing no repairs stemming from misuse or abuse. All keys shall be returned at the time a refund is requested. Refunds on deposits shall be made within fourteen (14) days of request.

EXCEPTION: ALL CHOA BUSINESS AND COMMITTEE ACTIVITIES WILL NOT BE REQUIRED TO POST A DEPOSIT; HOWEVER, THEY ARE STILL REQUIRED TO MAKE ADVANCE RESERVATIONS.

3. KEYS - The Association member, or delegates, who requested and a key(s) were issued shall be present at all times the room is in use for their activity. Failure of Association member, or delegates, to be present shall result in their loss of room use privileges. Any loan or duplication of the key(s) to the meeting room shall terminate the right to use the room. The key(s) shall be returned to the CHOA upon demand made by any member of the CHOA Board of Directors.
4. SPECIFIC RULES -
 - a. THERE IS NO ALCOHOL CONSUMPTION ALLOWED IN OR AROUND ANY OF THE CHOA OWNED FACILITIES.
 - b. The CHOA Board of Directors reserve the right to spot check activities being conducted in the meeting room for compliance with CHOA guidelines and rules.
5. GENERAL RULES -
 - a. The meeting room must be cleaned and swept after each

use.

- b. All trash is to be removed from the premises and placed in proper trash receptacles. No trash is to be left inside the meeting room.
- c. The heat or air conditioning is to remain set at 75 degrees.
- d. Turn-off all lights and lock the door when finished using the meeting room.
- e. The room will only be used during the time that the BOARD OF DIRECTORS has approved. Any use other than the approved times will be deemed as trespassing and demand for the return of the key will result.

I have read the above rules for using the CHOA meeting room and agree to abide them. I further acknowledge receipt of the key(s) to the CHOA meeting room which I shall use only as stated above. I understand that any infraction of the above rules will result in the loss of my right to use the CHOA meeting room.

Name of Association member, or delegates, receiving key(s)

Signature of Association member, or delegates, receiving key

Address of Association member, or delegates.

Home phone

Work phone

Purpose of meeting room use

Date of use

Time room will be in use

Deposit made

Date

Deposit refunded

Date

Repairs necessary

Comments:

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION

The establishment of a standard routine for officially documenting impromptu emergency Board of Directors meetings.

AUTHORITY: WHEREAS Articles of Incorporation gives the Board of Directors of the Association the power "To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed,..." Further, Article VIII, Section 1(a) of the By-Laws of Countryside Homeowner Association, Inc. states: "To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership...." and

PURPOSE: WHEREAS there is a need to establish a standard routine for officially documenting Board of Directors meetings held on an impromptu emergency basis.

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: When the Board of Directors find it necessary to conduct Association business on an impromptu emergency basis the following procedure must be adhered to:

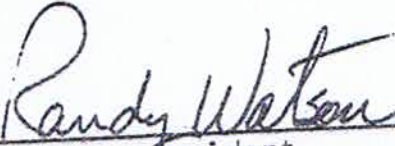
1. A memorandum must be generated by the presiding Director.
2. The memorandum must contain:
 - (a) A Roll Call of Directors, which must include a reason for missing Directors.
 - (b) A statement as to a quorum.
 - (c) A reason for the impromptu meeting.
 - (d) A brief outline of business conducted stating outcome and vote.
 - (e) The memorandum must be signed by all Directors present.
 - (f) The memorandum must be circulated to all members of the Board of Directors.
 - (g) The memorandum must be entered as an official minutes and permanent record of the Association.

BE IT FURTHER RESOLVED that this resolution shall not be wholly cancelled; however it may be amended, changed or replaced by a like resolution, by either a two-thirds (2/3) vote of the Association membership or a two-thirds (2/3) vote

of the Board of Directors.

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the 15th day of November, 1990 and said same resolution was recorded in the Minutes of the Association.

SEAL



President

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

RESOLUTION

The establishment of a procedure and standard correspondence form from the Board of Directors to a Association member regarding numerous or chronic violations of Article VI of the Declaration of Covenants, Conditions and Restrictions.

AUTHORITY: WHEREAS Articles of Incorporation gives the Board of Directors of the Association the power "To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed,..." Further, Article VI of the Declaration of Covenants, Condition and Restrictions provides that if a Lot Owner "fails to maintain the premises and improvements thereon in a manner satisfactory to the Board of Directors, upon two-thirds (2/3) vote of the Board of Directors the Countryside Homeowners Association shall have the right, through its agents and employees, to enter upon a Lot to repair, maintain, trim trees and shrubs, mow grass, plant grass or other suitable vegetation and restore the Lot and exterior of the building and other improvements erected thereon. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject." And

PURPOSE: WHEREAS there is a need to establish a procedure and standard correspondence form from the Board of Directors to a Association member regarding numerous or chronic violations of Article VI of the Declaration of Covenants, Conditions and Restrictions.

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: the following procedure and correspondence form be established:


1. The Board of Directors may address an Association member regarding a violation(s) of the Declaration of Covenants, Conditions and Restrictions at any time the board feels appropriate.
2. While the Board of Directors may chose any form of correspondence to address an Association member, the attached Form Letter is adopted as the standard correspondence from the Board of Directors to an Association member regarding violations of the Declaration of Covenants, Conditions and Restrictions.

BE IT FURTHER RESOLVED that the Board of Directors may not

seek legal action against any Association member regarding violations of the Declaration of Covenants, Conditions and Restrictions without this "courtesy" letter or similar letter being issued stating a ten (10) day compliance deadline.

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the 15th day of November, 1990 and said same resolution was recorded in the Minutes of the Association.

SEAL



president

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. LETTER HEAD

DATE

Name
Address
League City, Texas 77573

Re: Violation of Declaration of Covenants, Conditions and
Restrictions

Dear Mr. Name:

The Deed Qualification Committee has reported to us regarding your violations of Article VI of the Declaration of Covenants, Conditions and Restrictions. Our records show that...

...is in gross disrepair and that you have failed to maintain your yard in a manner acceptable to your neighbors and to the Board of Directors of the Countryside Homeowners Association, Inc.

Article VI of the Declaration of Covenants, Condition and Restrictions provides that if a Lot Owner fails to maintain the premises and improvements thereon in a manner satisfactory to the Board of Directors, upon two-thirds (2/3) vote of the Board of Directors the Countryside Homeowners Association shall have the right, through its agents and employees, to enter upon a Lot to repair, maintain, trim trees and shrubs, mow grass, plant grass or other suitable vegetation and restore the Lot and exterior of the building and other improvements erected thereon. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

If the foregoing violations of the Declarations of Covenants, conditions and Restrictions are not corrected and your property maintained the Board of Directors will be forced into taking the necessary action to enforce compliance. Due to the number complaints, the Board of Directors have set a final compliance date of _____. If you feel you cannot meet this deadline or properly maintain your property, please notify the Board of Directors, in writing, before the deadline stating your reasons and intentions.

Please be advised that this letter is not meant to harass or

intimidate you, but we are merely attempting to maintain the integrity of the neighborhood for all its residents.

However, if such action becomes necessary the Board of Directors intend to seek a permanent injunction against you to prevent further violations of any of the covenants and seek substantial attorney's fees.

Yours Very Truly,

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

PROPOSED

RESOLUTION

To engage the NCNB TEXAS Bank as the primary banking institution for the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

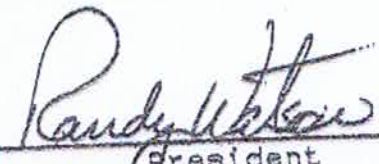
AUTHORITY: WHEREAS Article IV of the Articles of Incorporation gives the Board of Directors of the Association the power "To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association..." and "To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay costs and/or expenses in connection therewith..." and

PURPOSE: WHEREAS there is a need to establish a banking service to provide a checking account, a savings account (including Certificates of Deposit), and to provide an independent means of tracking income and expenditures.

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT: the NCNB TEXAS Bank be contracted with to provide the financial services (banking) for the Countryside Homeowner Association, Inc.

APPROVED: IN WITNESS WHEREOF, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did executed this resolution on the 15th day of November, 1990 and said same resolution was recorded in the Minutes of the Association.

SEAL



 President