

THE FOWLER LAW FIRM

CONROE TOWER
300 WEST DAVIS
SUITE 510
CONROE, TEXAS 77301

William T. Fowler
Attorney at Law

Bryan Patrick Fowler
Attorney at Law

Telephone: (936) 539-3372
Metro: (936) 441-9909
Fax: (936) 539-5723

February 2, 2012

Board of Directors
Twin Shores Property Owners Assoc.
10059 East Shore Drive
Willis, Texas 77318

RE: ***Corporate Matters***

Dear Board of Directors:

Enclosed please find original Corporate Certificates with the attached dedicatory instrument(s) listed below:

1. **PAYMENT PLAN POLICY** (No. 2012003865);
2. **RECORDS PRODUCTION POLICY** (No. 2012003866);
3. **RECORDS RETENTION SCHEDULE** (No. 2012003867); and
4. **ARCHITECTURAL CONTROL GUIDELINES AND REGULATIONS** (No. 2012003868).

These instruments have been recorded in the Real Property Records of Montgomery County, Texas, under the clerk's file numbers indicated above. Please place the instruments in the Association's permanent file; we have retained a copy of each for our records.

Thank you for your attention to this matter.

Sincerely yours,

THE FOWLER LAW FIRM



Eunice M. Ames
Legal Assistant

:ea

Enclosures



CORPORATE CERTIFICATE
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

The undersigned certifies that he is the President of Twin Shores Property Owners Association, Inc. (the "Association"). The Association is the property owners' association for Twin Shores Section One and Section Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Payment Plan Policy of Twin Shores Property Owners Association, Inc.** is attached to this certificate as Exhibit "A."

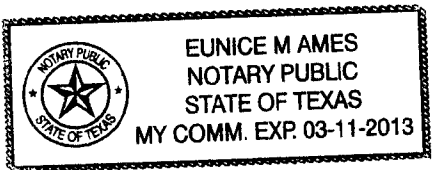
Signed this 23rd day of December, 2011.

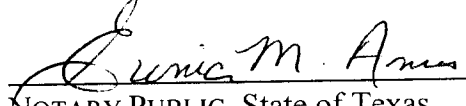
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

By: 
MARK PASEMANN, President

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



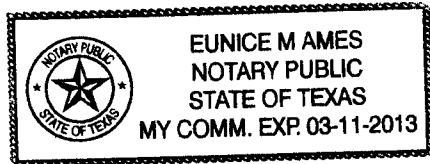

NOTARY PUBLIC, State of Texas

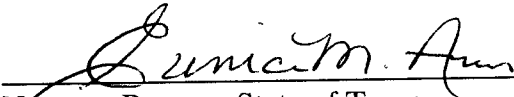


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:
Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**PAYMENT PLAN POLICY OF
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.**

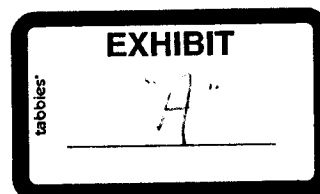
WHEREAS, the property affected by this Payment Plan Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas as follows:

- *Amended Restrictions for Sections One and Two* – Clerk's File No. 2007-01605, Film Code No. 279-11-1297, *et seq.*, of the Official Public Records of Real Property of Montgomery County, Texas; and

WHEREAS, pursuant to the authority vested in Twin Shores Property Owners Association, Inc. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Payment Plan Policy.

NOW, THEREFORE, BE IT RESOLVED that the following conditions and requirements are hereby established for Association Payment Plans:

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 2 times annual assessment ... up to 6 months;



- b. Total balance up to 3 times annual assessment ... up to 12 months;
 - c. 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 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.

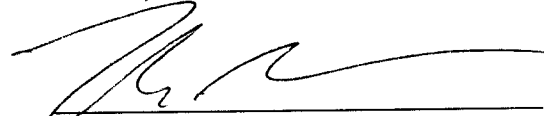
This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors, effective as of December 20, 2011, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 20th day of December, 2011.

**TWIN SHORES PROPERTY OWNERS
ASSOCIATION, INC.**

By:



MARK PASEMANN, President

FILED FOR RECORD

01/17/2012 11:01AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

01/17/2012



County Clerk
Montgomery County, Texas



4

CORPORATE CERTIFICATE
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

The undersigned certifies that he is the President of Twin Shores Property Owners Association, Inc. (the "Association"). The Association is the property owners' association for Twin Shores Section One and Section Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Records Production Policy of Twin Shores Property Owners Association, Inc.** is attached to this certificate as Exhibit "A."

Signed this 23rd day of December, 2011.

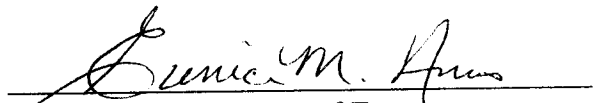
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

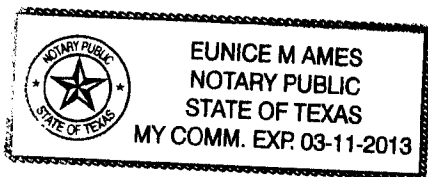
By: 
MARK PASEMANN, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

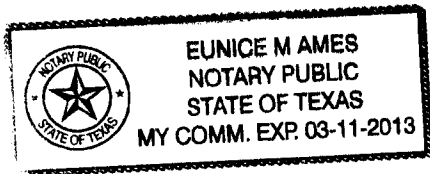

NOTARY PUBLIC, State of Texas

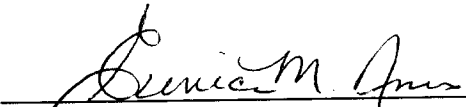


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:
Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**RECORDS PRODUCTION POLICY OF
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the property affected by this Records Production Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas as follows:

- *Amended Restrictions for Sections One and Two* – Clerk's File No. 2007-01605, Film Code No. 279-11-1297, *et seq.*, of the Official Public Records of Real Property of Montgomery County, Texas; and

WHEREAS, pursuant to the authority vested in Twin Shores Property Owners Association, Inc. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Production Policy; and

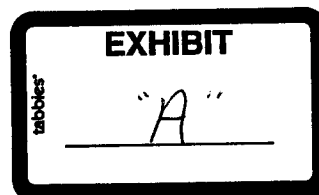
WHEREAS, the Association keeps books and records of account and Minutes of the proceedings of its members and Board of Directors; and

WHEREAS, the Board desires to set the procedure for owners, during reasonable business hours, to inspect, and/or copy the books and records of the Association; and

WHEREAS, it is desirable to impose certain reasonable restrictions to maintain control and minimize the disruption of normal business.

NOW, THEREFORE, BE IT RESOLVED that the following requirements are hereby established for the inspection and/or copying of the records of the Association:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and



- c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) *format*: electronic files, compact disk or paper copies
 - (2) *delivery method*: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
- a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within 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 7.

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 is to certify that the foregoing Policy was adopted by the Board of Directors, effective as of December 20, 2011, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 20th day of December, 2011.

**TWIN SHORES PROPERTY OWNERS
ASSOCIATION, INC.**

By: 
MARK PASEMANN, President

FILED FOR RECORD

01/17/2012 11:01AM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

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

01/17/2012



Mark Turnbull

County Clerk
Montgomery County, Texas



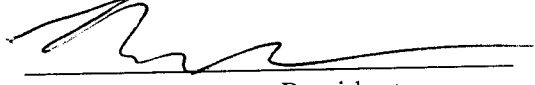
CORPORATE CERTIFICATE
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

The undersigned certifies that he is the President of Twin Shores Property Owners Association, Inc. (the "Association"). The Association is the property owners' association for Twin Shores Section One and Section Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Records Retention Schedule of Twin Shores Property Owners Association, Inc.** is attached to this certificate as Exhibit "A."

Signed this 23rd day of December, 2011.

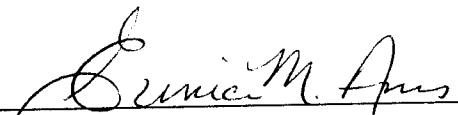
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

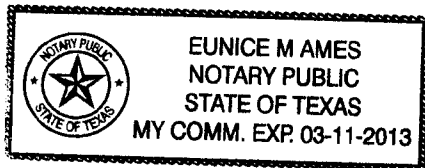
By: 
MARK PASEMANN, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

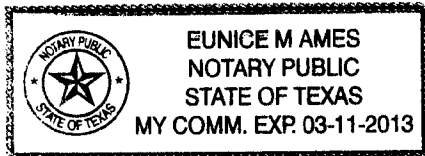

NOTARY PUBLIC, State of Texas

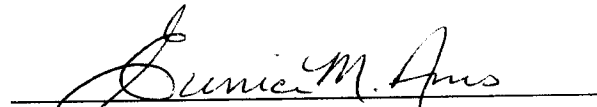


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**RECORDS RETENTION SCHEDULE OF
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the property affected by this Records Retention Schedule is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas as follows:

- *Amended Restrictions for Sections One and Two* – Clerk's File No. 2007-01605, Film Code No. 279-11-1297, *et seq.*, of the Official Public Records of Real Property of Montgomery County, Texas; and

WHEREAS, pursuant to the authority vested in Twin Shores Property Owners Association, Inc. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Retention Schedule; and

WHEREAS, the Association keeps books, records of account, minutes, bank records, tax information, insurance records, real estate records, and other information, in the regular course of its business; and

WHEREAS, the Board desires to set a schedule for retaining such records and other information maintained by the Association; and

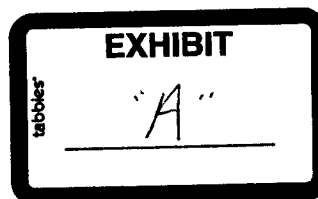
WHEREAS, it is desirable to set a reasonable records retention schedule to maintain control, effective record keeping, and to effectively conduct the Association's normal business.

NOW, THEREFORE, BE IT RESOLVED that the following records retention schedule is established by the Association:

I. CORPORATE "LEGAL" DOCUMENTS & RECORDS

The following records are to be retained permanently:

- Articles of Incorporation / Certificate of Formation
- Bylaws
- Restrictive Covenants / Declaration
- Amendments to the Articles of Incorporation / Certificate of Formation
- Amendments to the Bylaws
- Amendments to the Restrictive Covenants / Certificate of Formation
- Deeds for Association Property
- Annexation Records
- Plats
- Management Certificates



II. CORPORATE FINANCIAL RECORDS

The following Financial Records and Reports shall be kept for seven (7) years:

- Check Register
- Trail Balance
- Prepaid/Accounts Receivable
- Income Statements
- Detailed General Ledger
- Accounts Payable
- Bank Statements/Bank Reconciliations / Cancelled Checks
- Approved Annual Budget
- Annual Assessment Roll and sample of a typical assessment statement
- Year End Audits / Tax Returns

III. MINUTES OR MEETINGS

The following records are to be retained for seven (7) years:

- Approved Minutes of Board Meetings
- Approved Minutes and Records of ACC Meetings
- Approved Minutes of Committee Meetings
- Approved Minutes of Annual and Special Meetings of Members

IV. ACCOUNT RECORDS OF CURRENT OWNERS:

Account records shall be kept for five (5) years.

V. CONTRACTS:

Contracts with a term of more than one (1) year are to be retained for four (4) years after contract expires.

VI. RECOMMENDED RETENTION FOR OTHER CORPORATE RECORDS (in alphabetical order):

Bids/Proposals: Information related to solicitations for bids or proposals shall be retained for three (3) years after the origination date or for as long as the information is deemed useful.

Board Files/Packages from board meetings: Other documents included in the Board package shall be retained for three (3) years.

Budget Support files: Financial reports associated with the development of the annual budget shall be kept for three (3) years after the year for which they were prepared.

Committee Files (agendas, meeting notes, etc.): Minutes of committee meetings shall be permanently retained. Other documents need only be retained for three years or as long as deemed useful to the Committee with respect to an on-going project.

Contracts With a Term of Less Than One Year: Four (4) years after the date the contract is terminated. If a warranty is expressly provided in the contract, the contract shall be retained for a period of five (5) years after the date the warranty expires.

Correspondence: General Correspondence, not in relation to particular property or property owner shall be retained for five (5) years after the origination date or for as long as the information is deemed useful, whichever is longer.

Insurance Claims (Settled): Settled insurance claims shall be retained for five (5) years after the date the claim is settled.

Insurance Policies (Expired): Expired insurance policies shall be retained for five (5) years after the date the policy terminates.

Litigation Files (Settled): Settled litigation files shall be retained for five (5) years after the date the matter is finally concluded; however, if the suit is in regard to a deed restriction suit in which a permanent injunction was obtained, the judgment shall be retained as long as it is in effect (which will usually be as long as the owner who was sued owns or occupies the property).

Legal Opinions: Opinions rendered by the Association's attorney shall be retained permanently.

Legal Status Reports: Routine monthly or quarterly status reports from the Association's attorney shall be retained for three (3) years.

Newsletter / Directories / Inserts / Website Information or other electronic publications of the Association: One (1) copy of each newsletter, directory, etc., shall be permanently retained. Other copies of a newsletter, etc. need not be retained for any length of time.

Personnel Records (if any): Personnel files, if any, (including wage rates, job description, etc.) shall be permanently retained and payroll records on a particular employee shall be retained for five (5) years after the date of termination.

Procedures/Policies/Resolutions of the Board: Procedures, policies, and resolutions of the Board shall be retained for as long as they are in effect. If a Procedure, Policy, or Resolution of the Board is changed, a copy of the original Procedure shall be retained for five (5) years beyond the date that the procedure was adopted or the date the procedure was changed, whichever is longer.

Reserve Studies: A copy of the Association's Reserve Study shall be retained for the period of time covered by the study plus three (3) years.

Special Projects: Records relating to a special project shall be retained for the duration of the special project, plus three (3) (except to the extent that documents relating to a special project may be addressed under a different category such as contracts).

Work Orders/Facility Inspection Reports/ Building Repair Information: Records relating to work orders, etc. shall be retained for a period of three (3) years beyond the date of completion of the work, inspection, etc.

VII. RECOMMENDED RETENTION FOR RECORDS RELATING TO INDIVIDUAL MEMBERS OR MEMBER PROPERTIES:

Applications for Improvements and New Construction Files (Plans): Applications and plans related to improvements to members' properties shall be retained for five (5) years from the date of completion of the proposed improvement. Record that a particular improvement has been approved by the association should be retained permanently.

Correspondence: Correspondence to, from, or relating to a member account that is not in connection with a deed restriction violation or accounts receivable activity shall be retained for five (5) years past the origination date or as long as it is deemed useful to the association. Ex. – Title, ownership, or closing information (three years after an ownership change), or a letter from homeowner requesting information on the MUD ditch that abuts the property (three years from date of letter.)

Deed Restriction Activity for Member Properties: Records relating to deed restriction violation activity for members shall be retained for five (5) years after the violation is corrected. If the violation resulted in a suit, any judgment obtained should be retained as long as it is in effect.

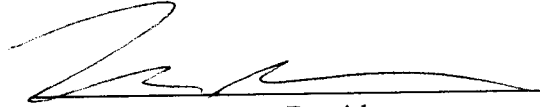
This is to certify that the foregoing Schedule was adopted by the Board of Directors, effective as of December 20, 2011, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Schedule.

Signed this 20th day of December, 2011.

**TWIN SHORES PROPERTY OWNERS
ASSOCIATION, INC.**

By:



MARK PASEMANN, President

FILED FOR RECORD

01/17/2012 11:01AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

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

01/17/2012



County Clerk
Montgomery County, Texas




CORPORATE CERTIFICATE
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

The undersigned certifies that he is the President of Twin Shores Property Owners Association, Inc. (the "Association"). The Association is the property owners' association for Twin Shores Section One and Section Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Architectural Control Guidelines and Regulations of Twin Shores Property Owners Association, Inc.** is attached to this certificate as Exhibit "A."

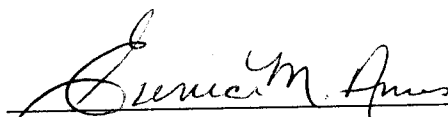
Signed this 23rd day of December, 2011.

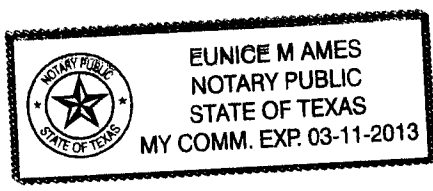
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.

By: 
MARK PASEMANN, President

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

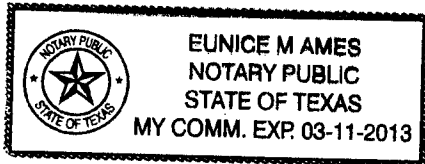

NOTARY PUBLIC, State of Texas

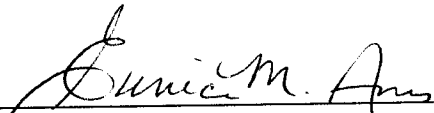


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 23rd day of December, 2011, by MARK PASEMANN, President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**ARCHITECTURAL CONTROL GUIDELINES AND REGULATIONS
OF
TWIN SHORES PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the property affected by these Architectural Control Guidelines and Regulations is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas as follows:

- Amended Restrictions for Sections One and Two – Clerk’s File No. 2007-01605, Film Code No. 279-11-1297, et seq., of the Official Public Records of Real Property of Montgomery County, Texas ; and

WHEREAS, pursuant to the authority vested in Twin Shores Property Owners Association, Inc. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") has determined that, in order to provide clear and definitive guidance for maintaining the aesthetics and architectural harmony of the community, it is appropriate to adopt guidelines toward that end. Therefore, the Board hereby promulgates the following Architectural Control Guidelines and Regulations.

NOW, THEREFORE, BE IT RESOLVED that the following conditions and requirements are hereby established for Association Architectural Control Guidelines and Regulations:

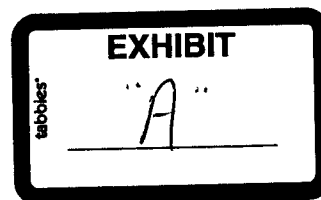
GUIDELINES AND REGULATIONS

The following are guidelines adopted by the Architectural Control Committee (the "ACC") to specify their standards, requirements and thought process used in evaluating various exterior improvements. These guidelines may be amended from time-to-time as circumstances, conditions or opinions of the ACC dictate. The ACC has the right to deny approval for a similar improvement based on the proximity of a property to a main boulevard or the visual relativity of the site to the overall development. The intent being to maintain overall integrity within areas of higher visual impact.

It should be noted that the ACC approval is required prior to the installation or construction of the improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal.

The following guidelines shall be applicable to all properties under the jurisdiction of the Twin Shores Property Owners Association, Inc. (the "Association").

These guidelines shall also encumber any future property which may be brought within the jurisdiction of the Association.



These guidelines supercede and take the place of any previous architectural control guidelines for the Association.

A. DISPLAY OF FLAGS:

1. These Guidelines apply to the display of (“Permitted Flags”):
 - a. the flag of the United States; and
 - b. the flag of the State of Texas; and
 - c. 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:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the ACC 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:
 - a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. 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
 - e. 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:
 - a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. 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
 - d. 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.

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.

B. RAINWATER RECOVERY SYSTEMS:

1. Rainwater Recovery Systems may be installed with advance written approval of the ACC 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 ACC.
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, unless otherwise approved by the ACC; 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, however, where space allows and where appropriate, ACC approved ponds may be used for water storage.

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.

C. DISPLAY OF RELIGIOUS ITEMS:

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the ACC is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018 of the TEXAS PROPERTY CODE, the Association may remove any items displayed in violation of these guidelines.

D. ROOFING MATERIALS:

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the ACC. Wood shingles are specifically prohibited for safety reasons.

2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 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 of a color approved in writing by the ACC.
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 vent 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 ACC, 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.

E. SOLAR ENERGY DEVICES:

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 ACC 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:

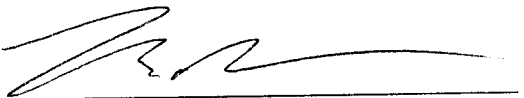
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

This is to certify that the foregoing Architectural Control Guidelines and Regulations was adopted by the Board of Directors, effective as of December 23, 2011, until such date as it may be modified, rescinded or revoked.

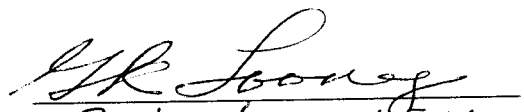
The Board of Directors hereby approves and authorizes the above Policy.

Signed this 23rd day of December, 2011.

**TWIN SHORES PROPERTY OWNERS
ASSOCIATION, INC.**

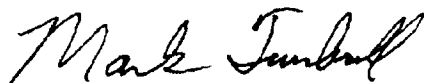
By: 
MARK PASEMANN, President

**TWIN SHORES PROPERTY OWNERS
ASSOCIATION, INC. ARCHITECTURAL
CONTROL COMMITTEE**

By: 
Printed: G. K. LOONEY
Title: ACC - CHAIRMAN

FILED FOR RECORD

01/17/2012 11:01AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

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

01/17/2012



County Clerk
Montgomery County, Texas