

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS FOR
WATERSIDE HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The undersigned, as attorney for Waterside Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the of the following:

1. *Waterside Homeowners Association, Inc. – Collection and Payment policy* (Exhibit A-1);
2. *Waterside Homeowners Association, Inc. – Covenant Enforcement and Fining Policy* (Exhibit A-2);
3. *Waterside Homeowners Association, Inc. – Late Fee Waiver Policy* (Exhibit A-3); and
4. *Waterside Homeowners Association, Inc. – Payment Plan Policy* (Exhibit A-4).

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, Waterside Homeowners Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Collin County Clerk's Office and supplements that Certificate for Recordation of Dedicatory Instrument recorded on September 18, 2009, as Instrument No. 20090918001167650 in the Official Public Records of Collin County, Texas.

**WATERSIDE HOMEOWNERS
ASSOCIATION, INC.**

By: *Vinay Patel*
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Waterside Homeowners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 22nd day of March, 2016.

Beverly Petrea Bates
Notary Public, State of Texas

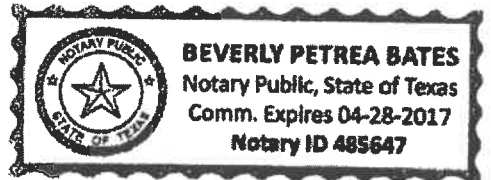


EXHIBIT A-1

THE WATERSIDE HOMEOWNERS ASSOCIATION INC. COLLECTION AND PAYMENT POLICY

Due Date for Regular Annual Assessment Paid Semi-Annual – All semi-annual installments of the annual assessment are due on January 1st and July 1st.

Delinquency Date for Regular Annual Assessment – Any semi-annual installment not paid by the 11th day of the month in which it was due shall be delinquent (the "Delinquency Date").

Late Charges and Returned Check Fees – Any assessments not paid by the Delinquency Date shall result in the imposition of a late charge. A late charge will be imposed on the 11th day of each month an account reflects an unpaid assessment balance. The late charge shall be in the amount of \$25.00 per month. For each check that is returned by a bank for any reason, the owner's account will be charged liquidated damage in the amount of \$25.00 plus any related bank charges incurred by The Waterside.

Handling Charges and Return Check Fees – Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner. This is in order to recoup for the Association the costs incurred because of the delinquent assessments that are owed to the Association.

MAILING AND ACTION STEPS

Reminder Statement of Account – A reminder Statement of Account will be mailed after an assessment becomes delinquent.

Association Demand Letter – An Association Demand Letter will be mailed no earlier than 30 days after an assessment becomes delinquent.

Attorney Demand Letter – An Attorney Demand Letter will be mailed no earlier than 30 days after Association Demand Letter is sent.

Notice of Assessment Lien – A Second Attorney Demand Letter will be mailed and a Notice of Assessment Lien will be filed or record no earlier than 28 days after the Attorney Demand Letter is sent.

Pre-Posting Letter – A Pre-Posting Letter will be sent only after the Board approves pursuing foreclosure of the delinquent owner's property.

Application for Order to Proceed with Foreclosure – After the time-period for payment contained in the Pre-Posting Letter has expired, the Association may file an Application for an Order to Proceed with Foreclosure under Rule 736 of the Texas Rules of Civil Procedure.

Posting Property for Foreclosure – Once an Order Granting the Application has been obtained, the delinquent owner's property will be posted for a foreclosure sale at the Tarrant County Courthouse. The foreclosure sale will not take place earlier than twenty-one days from the date a property is posted for sale at the Tarrant County Courthouse.

Foreclosure Sale – If approved by the Board, the property will be sold at public auction subject to a right of redemption.

PAYMENT PLANS AND FEE WAIVER REQUESTS

All payment plan and fee waiver requests will be handled in accordance with policies approved by the Board.

SUSPENSION OF PRIVILEGES

Any delinquent account is subject to the suspension of privileges and access to amenities upon compliance with the notice and hearing provisions contained in Chapter 209 of the Texas Property Code.

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PAYMENT APPLICATION POLICY

Except as otherwise provided for and allowed by law, any payment received by The Waterside Homeowners Association, Inc. from an owner whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order.

- First - Any type of Assessments that are delinquent;
- Second - Any current Assessments of any type;
- Third - Attorney's fees and collection costs associated solely with delinquent assessments, and any other charge that could serve as the basis for a foreclosure;
- Fourth - Other attorney's fees not associated with the collection of assessments;
- Fifth - Fines; and
- Sixth - Other amounts owed to Waterside which are unsecured.

March 14, 2016
Date

Richard L. Kyleben
Signature

RICHARD L. KYLEBEN
Print Name & Position

RK

EXHIBIT A-2

WATERSIDE HOMEOWNERS ASSOCIATION INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, the Association has the right, power and authority to do any act which is consistent with or required by the provisions of the Declaration or the Bylaws of the Association, whether express or implied, including the power to adopt rules and regulations concerning the operation of the Association and the right to levy a fine for any violation of the covenants, conditions and restrictions contained in the Declaration of the Association; and

WHEREAS, the Board of Directors of The Waterside Homeowners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictions set forth in the Declaration of the Covenants, Conditions and Restrictions for the Association as may be amended and/or supplemented from time to time and as set forth in the Bylaws and Design Guidelines and the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the covenants, restrictions and rules contained in the Declaration and the Bylaws and any rules and regulations, architectural standards bulletins, or guidelines adopted by the Association (hereinafter collectively referred to as the "Governing Documents") and for the elimination of violations of such provisions found to exist in, on and about the Lots within The Waterside and the same are to be known collectively as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association:

Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration and/or Bylaws, or any rules and regulations architectural standards bulletins or guidelines adopted by the Association, shall constitute a "**Violation**" under this Policy for all purposes.

Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an Officer or Director of the Board, or a Member of any Committee established by the Board for this purpose. A timely written report shall be prepared by the Association for each Violation.

Courtesy Notice: A courtesy letter will be sent to the homeowner describing the nature, description and location of the alleged Violation and notification that if the Violation is corrected within ten (10) days from the date of the Courtesy Letter, no further action will be taken. The courtesy letter will be sent via first class mail no later than three (3) days following the observation of the Violation.

Second Notice of Violation: If the alleged Violation has not been corrected within ten (10) days from the date of the Courtesy Letter, a Second Notice of Violation will be sent via first class mail. This notice will describe the nature, description, location and date of the uncured Violation and notification that if the Violation is corrected, no further action will be taken.

Final Notice of Violation: If the alleged Violation has not been corrected within ten (10) days from the date of the Second Notice of Violation, a Final Notice of Violation will be sent. This notice will describe the nature, description, location and previous dates of the uncured Violation. It will state that failure to remedy the Violation within ten (10) days of the date of the Final Notice of Violation will result in a fine, depending on the nature and severity of the Violation at the discretion of the Board, charged to the Owner's account and further enforcement by the Association including legal action will ensue. The Final Notice of Violation shall also state that if the Violation is not cured within the time period set forth in the letter, the Association will collect from the Owner reimbursement of attorney's fees and costs incurred by the Association relating to enforcement of The Waterside Governing Documents.

In the case of an Architectural Review Committee infraction, the homeowner must immediately cease all work which has been deemed a Violation and, within ten (10) days from the date of the Notice of Violation, must submit the plans and specifications for any such work to the Architectural Committee ("AC") for approval. Failure to correct, eliminate, or to cease the work which is the subject of the Notice of Violation shall permit the Association to pursue any one or more of the remedies available by law, under the Declaration or these Bylaws.

The Final Notice of Violation shall be sent to the violator by certified mail, return receipt requested and first class mail, and shall advise the violator that he or she has the right to request a hearing on or before the thirtieth (30) day after the date of the Final Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board of Directors.

Request for a Hearing. If a written request for a hearing is received by the Managing Agent for the Association on or before the thirtieth (30th) day after the date of the Final Notice of Violation, the Board of Directors shall cause the violator to be notified of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. Any notice requirements outlined in this policy shall be satisfied if a copy of the Notice of Hearing, along with a statement as to the date and method of delivery, is entered in the minutes of the meeting or if the alleged violator appears at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board or the violator may request a postponement and if requested, a postponement shall be granted for a period of not more than ten (10) days. Two other postponements of the hearing may be granted by the Board at its sole discretion. The violator's presence is not required to hold a hearing. The Board may, but shall not be obligated to suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions rules by any Owner.

Repeated Violations of the Same Provision. Whenever an Owner or occupant, who has previously cured or eliminated a Violation after receipt of Notice of Violation, commits a separate Violation of the same provision of the Governing Documents or rules and regulations of the Association within six (6) months from the date of the first Notice of Violation, the Board of Directors shall reinstate the Violation and pursue the procedures set forth herein, as if the Violation had never been cured or eliminated

Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Governing Documents.

Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. The Owner or occupant responsible for the Violation of which abatement is sought shall pay all costs, including reasonable attorney's fees and expenses actually incurred.

Fines. Subject to provisions of the Enforcement Policy and/or the Governing Documents, the impositions of the fines will be according to the following fining schedule:

General Maintenance – 1 st fine	\$50
General Maintenance – 2 nd fine	\$100 per occurrence
Unimproved Improvement	\$500 one time then \$100 monthly until approved

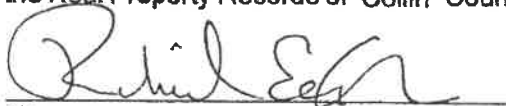
In no event shall any one fine exceed a \$500 limit.

Impositions of the fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Governing Documents of the Enforcement Policy. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots pursuant to Article V, Section 5.10 (a) of the Declaration.

An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which cost and fines, if not paid upon demand therefore by Management, will be referred to the Association's Attorney for collection.

IT IS FURTHER RESOLVED that this Enforcement Policy is effective as of April 1, 2016, being the date it was approved by the Board of Directors, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. The notice and hearing provisions of the foregoing Enforcement Policy are intended to comply with Chapter 209 of the Texas Property Code and, to the extent any provisions governing same contained herein conflict with the Bylaws, Chapter 209 of the Texas Property Code and this Enforcement Policy shall control. This Enforcement Policy shall be filed of record in the Real Property Records of Collin County, Texas.

March 14, 2016
Date


Signature
Richard E Ryleben
Print Name & Position

THE WATERSIDE HOMEOWNERS ASSOCIATION INC.

LATE FEE WAIVER POLICY

PURPOSE To establish a uniform and consistent policy to manage homeowners requests for waivers of late fees, interest and other collection expenses resulting from Assessments being received after the due date. It is the intention of the Board of Directors to work with homeowners who have a legitimate reason for making a late payment, but not to the detriment of homeowners who make their payments on time.

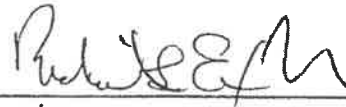
The governing documents of the Association state that the Annual Maintenance Assessment shall be payable annually, in advance on the first day of the Fiscal Year, or in installments as authorized by the Board: current installments are due on the first day of January and the first day of July during the Fiscal Year, and each applicable payment shall, if not received by the Due Date, automatically become delinquent. To avoid late fees, Assessments must be received within the stated ten (10) days grace period.

However, the Board also recognizes there may be some extenuating circumstances that may prevent a homeowner from making their payment on time. Therefore, the board will grant a waiver to any homeowner subject to the following limitations:

1. Request for waivers shall not be granted for any out of pocket collection costs to the HOA, i.e. demand letters, attorney fees, other legal expenses, etc.
2. Requests for waivers shall not be granted to any homeowner who has previously received such a waiver of late fees within the past 12 months.
3. Request for waivers shall not be granted to any homeowner who has defaulted on a previously approved payment plan.
4. All approved waivers will be subject to the homeowner's unpaid balance being received within 10 working days of the date of the approval. If a homeowner is unable to pay the unpaid balance within this time-period, the waiver will be denied but the homeowner will be allowed the opportunity to request a payment plan, under the Payment Plan Policy, if eligible under the terms of said Policy.
5. Late fees or other waived charges shall not be removed from the homeowner's account until the homeowner's payment has been received and cleared.
6. Each waiver shall consist of no more than two (2) late fees.

March 14, 2016

Date



Signature

Richard E. Eblebery

Print Name & Position

EXHIBIT A-4

THE WATERSIDE HOMEOWNERS ASSOCIATION INC.

PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Waterside Homeowner Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternative payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owe to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Teas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternative payment schedule, and the same are to be known as the "Alternative Payment Plan Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.
2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:
 - a) The owner must currently be delinquent in regular assessments, special assessments, or any other amounts owed to the Association,
 - b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
 - c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.
3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternative payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:
 - a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.
 - b) Term. The term of the payment plan or schedule is six (6) months and the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments.

- c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
 - d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
 - e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
 - f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternative payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.
 - g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.
4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.



5. Board Discretion. Any Owner who is eligible for a payment plan under the Association's alternative payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternative payment plan. Any such request must be directed to the person or entity handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Waterside and the Bylaws of Waterside Homeowners Association, Inc. are hereby incorporated herein by reference.

7. Severity and Legal Interpretation. In the event that any privation herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHERMORE RESOLVED that this Alternative Payment Plan Policy is effective on April 1, 2016, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/14/16, and has not been modified, rescinded or revoked.

3/14/16
Date

Richard Effen
Name / Position

EXHIBIT B

Those tracts and parcels of real property located in the City of McKinney, Collin County, Texas and more particularly described as follows:

- (a) **All real property subject to the Declaration of Covenants, Conditions and Restrictions for Waterside filed July 12, 2006, and recorded as Instrument No. 20060712000963450 in the Official Public Records of Collin County, Texas, including any supplements thereto and amendments thereof; and**

- (b) **All lots and tracts of land situated in the Waterside, an addition to the City of McKinney, Collin County, Texas, according to the Plat thereof recorded as Instrument No. 20061023010004620 in the Plat Records of Collin County, Texas.**



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/22/2016 12:18:03 PM
\$74.00 CJAMAL
20160322000336620

Stacey Kemp