



Windsor Lakes

IN THE WOODLANDS

Revised 1.2024

Realtor Information Packet



The natural place for Active Adults to call home.



Windsor Lakes

IN THE WOODLANDS

1 Lake Windsor Circle, Conroe, Texas 77384

936-321-1181

Windsor Lakes is a unique gated enclave of 572 homes, 398 single family home and 174 townhomes, developed by The Woodlands Development Corporation designed exclusively for Active Adults 55+ and built by Lennar Home and Village Builders. Conceived in 2000 by The Woodlands Development Corporation as a part of the Village of College Park, building began in 2003 by Lennar and Village Builders, Windsor Lakes was completed in 2006. In November 2000, Windsor Lakes was annexed by the City of Conroe.

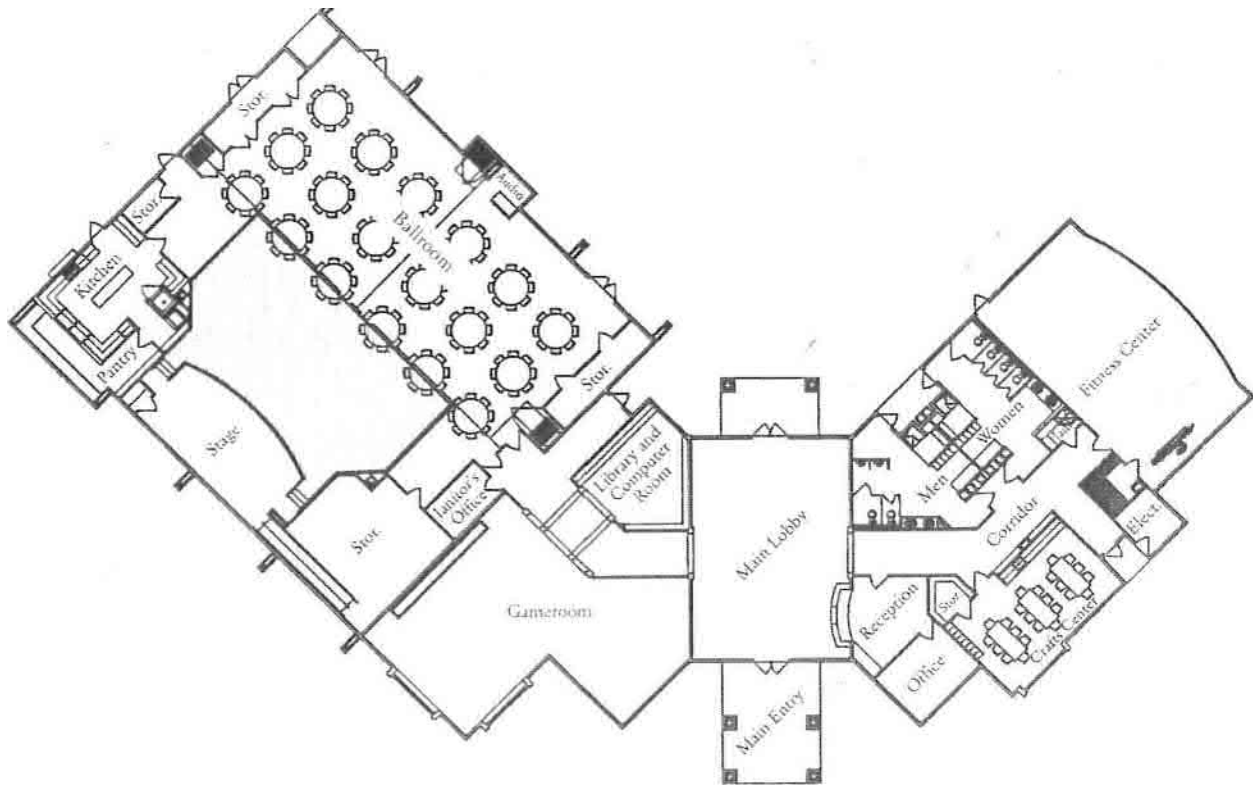
As a Woodlands Development Corporation designed community, Windsor Lakes complies with their high community standards as described in "The Windsor Lakes Residential Development Standards." A copy of these "Standards" is provided to each new homeowner.

The Windsor Lakes Homeowners Association has a five-member resident elected board of directors that conducts the business of the community and oversees the services provided to the community. There are quarterly open board meetings with the Annual meeting held each April. Associa Principal Management Group of Houston is the Windsor Lakes community management company.

There is a required \$1,250 initial membership fee which includes two homeowners becoming members of the Windsor Lakes Homeowners Association and is used toward future capital improvements. There may be an additional fee for additional household members. There is a monthly homeowners association fee which covers a wide variety of services such as lawn care, common area maintenance, fence maintenance and replacement, door painting, exterior home painting, and clubhouse membership. As a gated community the Association is responsible for our own streets, street lighting, and storm drains. Gate access remotes are \$35 each / none are free.

At least one occupant of the home must be 55 years of age. No one under the age of 19 is allowed to live in Windsor Lakes. A maximum of four household members are allowed. Any exceptions may be applied for to the Board of Directors.

Realtor signs are limited to the individual home for sale or lease. No signs, including Open House signs, are allowed in any Windsor Lakes common area. *Please see update to Leasing Policy which is included beginning on Page 6.



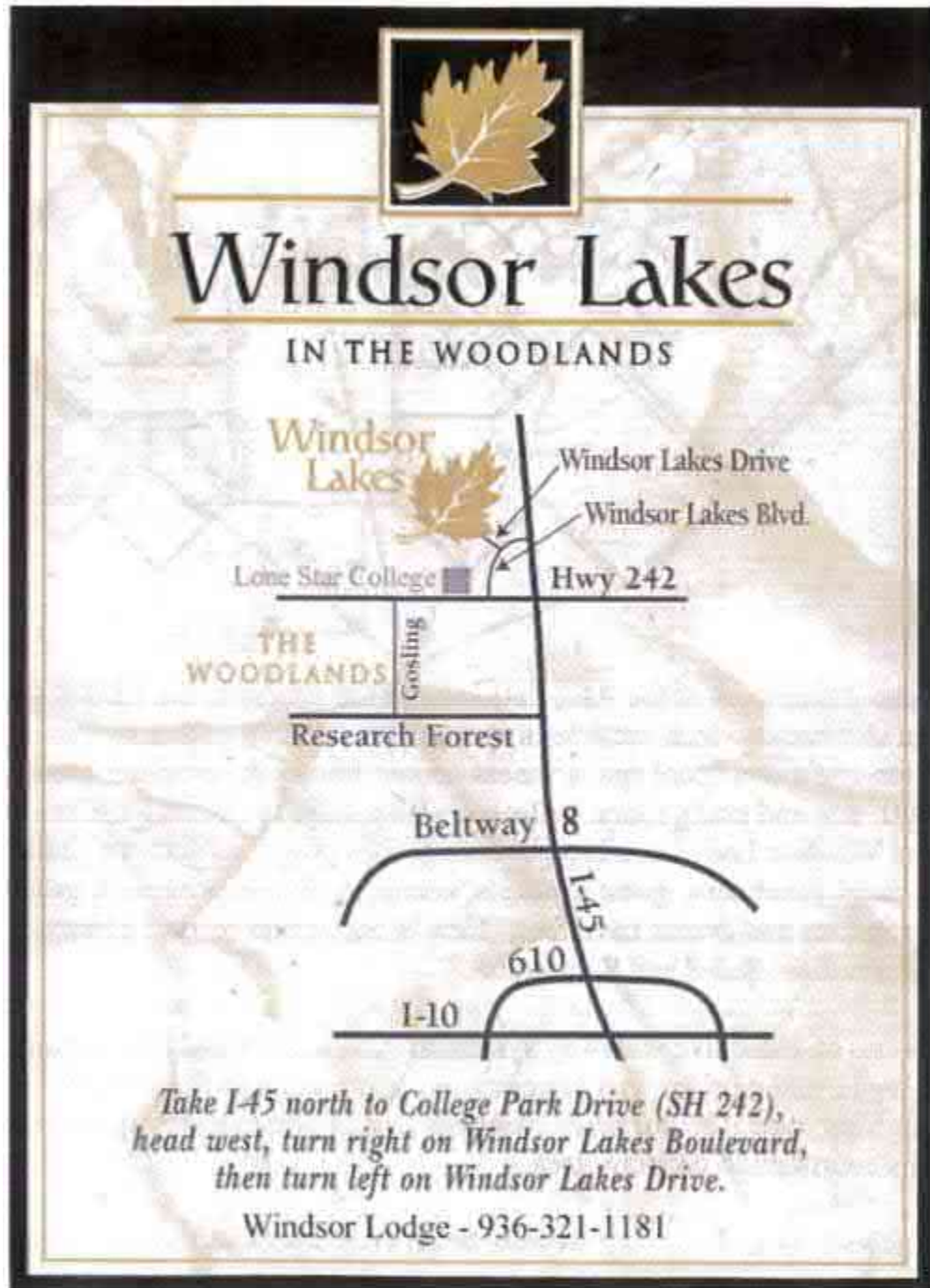
Resident household members of the Association have full access to the 12,000 square foot Windsor Lodge clubhouse which includes a spectacular 125,000-gallon swimming pool with a resistance section and a whirlpool spa, a fitness center, library & computer room, pool tables and shuffleboard, arts and crafts room, ballroom with a stage, a catering kitchen and more. A full-time staff at Windsor Lodge conducts or coordinates programs such as, parties, dances, classes, social clubs, luncheons, guest speakers, seminars, fitness programs, group travel and more. Some programs and events have fees. New homeowners receive a copy of the "Clubhouse Information, Rules and Regulations."

Windsor Lakes has an extensive walkway system around and through the community and the lake. There is a gate and a bridge that connects our community to the grounds of Lone Star College which offers special senior adult programs in addition to their regular curriculum, plus they have tennis courts and a running track.

A community newsletter and our own website helps keep us connected and informed.

While enjoying a village like atmosphere with fun activities, Windsor Lakes residents can enjoy the bountiful amenities that surround our community. There is easy access to 1-45, The Woodlands Town Center, the city of Conroe and 36 miles to downtown Houston.

Just beyond our gates, there is truly an abundance of shopping, restaurants, entertainment, golf courses, churches, medical facilities and services, including St. Luke's Medical Center, Methodist Hospital, and Memorial Herman Hospital.



The map shows a network of roads. A vertical line represents Hwy 242, with 'Windsor Lakes Drive' and 'Windsor Lakes Blvd.' branching off to the right. A horizontal line represents Hwy 242, with 'Lone Star College' marked on the left. Below Hwy 242, a vertical line is labeled 'Gosling'. Further south, a horizontal line is labeled 'Research Forest'. Below that, a horizontal line is labeled 'Beltway 8'. At the bottom, a horizontal line is labeled 'I-10'. A vertical line labeled 'I-45' runs through the center, crossing Beltway 8 and I-10. A gold leaf logo is positioned above the 'Windsor Lakes' text.

Windsor Lakes

IN THE WOODLANDS

Windsor Lakes

Lone Star College

THE WOODLANDS

Gosling

Research Forest

Beltway 8

I-45

610

I-10

Windsor Lakes Drive

Windsor Lakes Blvd.

Hwy 242

Take I-45 north to College Park Drive (SH 242), head west, turn right on Windsor Lakes Boulevard, then turn left on Windsor Lakes Drive.

Windsor Lodge - 936-321-1181

Windsor Lakes Homeowners Association

Monthly Fee Includes:



Windsor Lakes

Landscape Maintenance Service - front and side yard, only up to front fence

- Mowing, trimming, edging, and blowing of debris from front concrete areas.
- Mowing weekly during growing season, bi-weekly during dormant season.
- Lawn fertilization 4 times per year on front lawns and shrubs.
- Trimming of bushes/shrubs during routine service.
- Mulch will be installed annually.
- Gutters will be cleaned three times per year.

Sprinkler System Maintenance

- Repair and replacement of sprinkler heads as needed, for builder installed systems. All repair work must receive prior approval through Associa Principal Management Group of Houston.

Fence Repair and Replacement

- Fence and gate repair as needed, for builder or association installed fences and gates.
- Replacement of builder/association fences as needed, but no more frequently than every twelve years.
- Not responsible for homeowner installed fences and gates.

Exterior Painting of Your Home

- Painting of the exterior of your home as needed, but no more frequently than every eight years.

Door Refinishing

- Front doors of your home will be refinished as needed, but no more frequently than every three years.

Membership of Windsor Lodge

- Two full memberships for each household for full access to all Windsor Lodge Clubhouse facilities and activities.
- Some special activities will have added fees.

Community Maintenance

- Common areas landscaping and maintenance, lake maintenance, street and sidewalk maintenance, streetlights, storm drains, gates, and access control systems maintenance.

Additional Townhome Services, with additional fees applicable.

- Insurance of structure. *The Windsor Lakes Property Insurance Program provides "walls in" coverage, everything that is legally a part of the building, through Association contracted insurance program. Summary of coverages and Certificates of Insurances are available by request.*
- Roof repair and replacement. *Requires prior approval through Associa Principal Management Group of Houston.*
- Siding repair or replacement. *Requires prior approval through Associa Principal Management Group of Houston.*

2024 Rates:

- **Single Family Home** \$255.00 per month
- **Townhomes** \$415.00 per month plus special assessment \$38.50 per month.

**The Windsor Lakes Homeowners Association Board of Directors has the right to alter services and fees in accordance with the Association's By-Laws.*

Windsor Lakes Homeowners Association, Inc.

Amended and Restated Regulations Regarding Leasing/Rentals and Prohibition of Short-Term
Leasing/Rentals

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Windsor Lakes Homeowners Association, Inc. (the Association"), a Texas Nonprofit Corporation, is the governing entity for Windsor Lakes, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, additions Montgomery County, Texas, according to the maps or plats thereof, recorded in the map records of Montgomery County, Texas, under Clerk's File Nos. 2002-131351, 2002-131514, 2002-131516 / 2003-056902, 2003-045017, 2003-045526, 2002-131688, 2004-020265, 2004-020276, 2004-048654, 2004-048655 and 2004-128282, respectively, along with any amendments or supplements thereto (the "Subdivision"); and

WHEREAS, Section 204.010(a)(6) of the Texas Property Code, authorizes the Association, through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision; and

WHEREAS, the Subdivision, which is for residential use, is subject to the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 2003-0683161, along with any amendments and supplements thereto (the Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes (DCCRs) specifies that property in Windsor Lakes, which is subject to the DCCRs and other controlling documents, is for residential use and shall be held, sold, transferred, conveyed, used, occupied, and otherwise encumbered subject to covenants, conditions, restrictions, easements, assessments, and liens, which are for the purpose of protecting the value and desirability of the real property for the benefit of each and every owner (DCCRs, Witnesseth); and

WHEREAS, Article VI, Section 1, of the DCCRs authorizes the Board to promulgate rules and regulations applicable to Lots and Units including, but not limited to, rules concerning the leasing of Residences of Owners and the age restricted nature of the Community; and

WHEREAS, the DCCRs at Article V, Section 16 requires an owner who sells or leases a Unit or Lot to provide to the Association, in writing, the name of the purchaser or lease of said Unit or Lot, and such other information the Board may require within seven (7) days of the effective date of such sale or lease; and

WHEREAS, the DCCRs at Article V, Sections 5, requires the Owner of any Unit or Lot to notify the Board of Directors in Writing within ten (10) days of any change of occupancy of said Owner's Unit or Lot as a result of transfer, sale, gift, lease or any means, providing the names and ages (with verifying documents) of all current occupants of the Unit or Lot, or be subject to a fine; and

WHEREAS, Article VI of the DCCRs and the Board Resolution Establishing a Fine Policy provide that any Rules or Regulations or use restrictions which govern the conduct of Owners of a Unit or Lot which provide for sanctions against the Owners shall also apply to all occupants of that Unit or Lot, and Owners will be responsible for any violations by the Occupants; and

WHEREAS, Article VI of the DCCRs restricts use of the Residences in the Subdivision to single family residential purposes only, limiting Units or Lots to two (2) person per bedroom and a maximum of four (4) persons per Unit or Lot (except for temporary occupancy by visiting guests); and

WHEREAS, Article VI of the DCCRS provides housing for persons 55 years of age or older, and limits anyone under 19 years old from residing in any Unit or Lot for more than sixty (60) total days in any calendar year, as an age restricted community in compliance with state and federal laws; and

WHEREAS, the Association, in order to protect the value and desirability of the Lots and Units of Windsor Lakes, and to preserve the use of the Subdivision for single family residential purposes only, prohibited short term rental leases (less than twelve (12) consecutive months at a time) and leasing less than the entire Lot at any time, as inconsistent with single family use, and contrary to residential standards established in the DCCRs, and Windsor Lakes Residential Standards; and

WHEREAS, the Association deems it necessary to adopt additional rules governing certain aspects of using Units or Lots for leasing purposes, and to be able to contact tenants and offsite owners in order to provide necessary services, obtain access, enforce the Declaration and otherwise meet its duties and obligations of governance under the Declaration; and

Terms used but not defined in this document will have the meaning ascribed to such terms in that certain Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 2003-0683161, along with any amendments and supplements thereto (the Declaration").

NOW THEREFORE, Pursuant to the foregoing, and as evidenced by the Certification hereto, the Association hereby adopts, establishes, and imposes on the Subdivision, the following Rental/Leasing Regulation Policy relating to the rental or leasing of a Unit or Lot, which shall run with the land and be binding on all Owners and Units within the Community:

LEASING REGULATIONS

1. Leased Property Cap: The maximum number of Units to be simultaneously Leased (Cap) is 5 percent of 572 Units, or 29.
 - A. In short term emergency situations, the Board, at its discretion, may approve a variance to exceed the Cap, but no variance is transferable.
 - B. There are 4 Units and Lots in the Community reported to be leased at the time this policy is adopted, leaving 25 additional Units and Lots that could be leased within this Cap.
 - C. For Units under lease and registered with the Association as of the effective date of this Policy, the Owner(s) of such Units shall be exempt from the two-year domicile requirement provided in Section 2, herein, below.
 - D. For Units under lease and registered with the Association as of the effective date of this Policy's, the Owner(s) of such Units shall be exempt existing exceedance of the Cap limitation as long as property ownership does not change.
 - E. The known addresses and owners of said property under lease on the effective date of this policy's will be listed in an Appendix.
2. Residency: The Owner must make the Unit their domicile for a minimum of two (2) consecutive years (24 consecutive months) prior to renting/leasing, and the leasing of said property cannot exceed the Cap.
3. Exemption: An exemption from the Cap may be requested of the Board on a case-by-case basis for familial reasons. All other elements of this policy would remain effective, and such exemptions are not transferable.
4. One Leased property Limit: Any owner may only own one Leased property in the Subdivision at a time. "Leased Property" means an occupied lot that is (a) not an Owner Occupied Home, or (b) a house that has been vacant for three (3) or more months. "Owner Occupied Home" means a house in which at least one occupant is an Owner or Owner's spouse, or is related to an Owner or Owner's spouse by blood, marriage, adoption, or formal guardianship, and for which occupants do not pay rent.
5. Intent: Any Owner interested in leasing a Unit or Lot shall inquire of the Association 30 days or more in advance of anticipated leasing to ensure the proposed leased Unit would comply with the Cap. The owner of any Unit or Lot shall remain liable to the Association for all assessments, duties, and expenses related to the lease.
6. Registration Required: An Owner seeking to lease a home must submit to the Association a completed Lease Notice form in substantially the same form and substance of the form attached hereto as Exhibit A, along with all required fees and documentation prior to the commencement of the lease term.
7. Leasing Certificate: An Owner shall be required to consult with and obtain a Leasing Certificate (Exhibit B) from the Association's Board of Directors, or its agent, at least 30 days prior to leasing their Unit.

8. **Registration Fee:** The Association registration fee must be submitted along with the Lease Notice at the time of registration. As of the effective date of these Leasing Rules, the registration fee is \$300.00 with further amounts determined the Board from time to time in its sole discretion. A Leasing Certificate (Exhibit B) for each new or renewed lease will be issued by the Association upon payment of the Registration fee.
9. **Notice to the Association:** The Owner shall provide the Board with: (a) the completed and executed lease Notice along with all required fees, and a completed and executed lease Addendum; (b) contact information (name, mailing address and email address, phone number) for the Owner and contact information and age (with verification) of each person who will reside at the Owner's property; (c) the commencement date and term of the lease. For leases in existence prior to or on the recording date of these Leasing Rules, the Owner shall provide the information in items (a)(b) and (c) above in this subsection. including payment of the lease registration fee, within thirty (30) days of the recording date.
10. **Restrictions - Single Family Residential Use Only:** Single family use restrictions apply to any lease. Pursuant to our controlling documents, no Unit or Lot shall be leased unless the lease is for the entire Unit or Lot. Thus, Leasing any part of a Unit or Lot is prohibited, and leasing individual rooms or areas in the same Unit or Lot to different tenants is prohibited as not being a single family use as required by the DCCRs.
11. **Restrictions - Age Requirements:** No Lot shall be leased in a manner which violates the 55+ age restrictions contained in the DCCRs at Article VI. All persons entitled to occupy the Property under the lease must be 55 years of age or older ("Qualified Occupant"), or the bona-fide spouse, relative, or licensed caregiver, of a qualified occupant under the lease. No person under the age of 19 may reside at a Lot under a lease.
12. **Short Term Lease:** Means leasing a Unit or Lot within the Subdivision for a term of less than twelve (12) consecutive months. Short Term Leases are prohibited in the Subdivision because they are too temporary a use to be considered residential in nature. Leasing advertisements for any Unit or Lot shall specifically state that the lease must be for a minimum term of twelve (12) consecutive months.
13. **Timeshare:** Notwithstanding anything contained herein to the contrary, no Unit or Lot may be used for a Timeshare Plan or put to Timeshare Use, as those terms are defined in Chapter 221 of the Texas Property Code, or its successor statute.
14. **Residential Purposes:** Lease for residential purposes excludes a lease a lease of a Unit or Lot for use as any transient housing, including but not limited to "Airbnb" and "VRBO" or other temporary and short-term rental services, and such uses are strictly prohibited and will be considered non-residential and conclusively a business use prohibited by and a violation of the DCCRs and our governing documents.

15. Lease to be in Writing: For any owner who leases their Unit or Lot, the lease must be in writing and must specify the following:
 - A. The tenant agrees to use the Lot solely for the purpose as a single family residence, as stated in this policy and the DCCRs.
 - B. The Lot may be occupied only by Qualified Occupants, and members of the Qualified Occupant's immediate family as specified in the DCCRs.
 - C. Neither the tenant, nor the Owner, may sublet or assign the leased Unit or Lot, or any portion of the leased Unit or Lot.
 - D. Tenant has been provided a copy of the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, the By-Laws, the Residential Standards, and all other rules and regulations and governing documents, or been directed to the Associations' website for access to these documents, and the tenant acknowledges receipt and specifically agrees in writing to comply with the Declaration, Bylaws, Rules and Regulations, and all other Governing Documents of the Association.

16. Required Information: Any owner who leases their Lot must provide the following information to the Association, at least 10 days in advance of the effective date of the lease:
 - A. The Unit or Lot owner's name and off site mailing address, and contact information including phone number and email address. If the Owner of the Unit or Lot is a trust or a corporation/company, the owner must provide the name of a contact person, with a mailing address, phone number and email address.
 - B. The names and contact information, including phone number, and email address, of the tenants who will reside at the Lot being leased.
 - C. The names and ages (with document verification) of all occupants who are authorized to reside in the Lot under the terms of the lease.
 - D. In accordance with the HOA Regulation provide a completed HUD survey form including a State or Federal issued photo ID as proof of age.

17. Copy of the Lease: Any owner who leases their Unit or Lot must provide a copy of the lease agreement to the Association: Sensitive personal information, including financial information, social security numbers, and driver's license numbers do not have to be provided. The lease information must be submitted to the Association at least 10 days in advance of the effective date of the lease, and within 10 days of the effective date of any renewal or extension of the lease.

18. Communications: All tenant communication shall only be directed to the Association through the Landlord/Owner of the Unit or Lot. A written assignment of such rights may be provided to the tenant or a personal representative, by the Owner of the leased Unit or Lot.

19. **Sex Offender Restriction:** No occupant of any Leased property may be a person who has been convicted of a sex crime (1) that involved a victim who was less than sixteen (16) years of age at the time of the sex crime, and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor when the offense was committed and who was not convicted as an adult is exempt from the application of this Section.
20. **Supervision of Maintenance:** The Owner of a Leased property is responsible to the Association for periodic inspection and supervision of the appearance, condition, and maintenance of the yards and Rent House exteriors to ensure that the Leased property and Lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with the Declaration. An Owner may not delegate to his tenant the Owner's responsibility for inspection and supervision.
21. **Surrogates:** The Association may refuse to recognize a lessee as a representative of the Owner unless the lessee presents written documentation that the lessee is the Owner's attorney in fact for all purposes pertaining to the Leased property, or (2) the lessee is the Owner's appointed proxy for a meeting of the Association.
22. **Use of Community Amenities:** An Owner who does not occupy a home in Windsor Lakes Community is not entitled to use the community amenities if the home is occupied as a Leased property. If an Owner leases their Unit, such Owner shall forfeit a right to use the Clubhouse and the Common Property during the term of the lease. The Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy.
23. **Owner Responsibility:** The Owner remains liable to the Association for all assessments, duties, and communications relating to the Unit or Lot and its occupants. Violation notices may be sent to both the Owner of the Lot as well as the tenant in order to obtain compliance. Owners are responsible for ensuring that their tenants, family, guests, and invitees comply with the Declaration, the Rules and Regulations and all other Governing Documents of the Association. The failure of a tenant, family member, guest, or invitee to comply will result in enforcement action against the Owner of the Unit or Lot associated with the family member, tenant, guest, or invitee.
24. **Lease Termination:** The Owner of the leased property will confirm the lease provides it may be terminated in the event of a violation of the Dedicatory Instruments by the Occupants; and the Association, in its sole discretion, may require termination of the lease by the Owner and eviction of the Occupants in such an event.
25. **ENFORCEMENT:** To enforce the provisions of this instrument, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to imposing a fine of up to double the rent of the violating lease, or \$200.00 per day for other violations, depending on the severity of the violation and its impact on the Subdivision as determined by the Board in its sole discretion; and initiating legal action, the cost of which actions shall be levied as a Benefitted Assessment and subject to foreclosure.

Exhibit A Lease Request

Windsor Lakes Homeowners Association, Inc

Owner Name: _____

Email Address: _____

Contact Phone Number: _____

Owners Permanent Address: _____

Leased Property Address: _____

Lessee Name: _____

The Lease Registration Fee (Payable to the Association) must be submitted along with this Exhibit A.

By my signature below, I acknowledge and agree to the following:

I understand that the Lot I am about to lease out is governed under the Governing Documents of the Windsor Lakes Homeowners Association Inc. (the Association) including but not limited to the following documents, which I have reviewed and understand: Declaration of Covenants, Conditions and Restrictions for Windsor Lakes, Articles of Incorporation: Bylaws: Residential Standards: Rental and Leasing Regulations; and all other recorded policies, rules, regulations and guidelines of the Association.

Agreed and Accepted: _____

Owner Signature: _____

Owner Printed Name: _____

Date: _____

Exhibit B Leasing Certificate

FOR PROPERTY SUBJECT TO WINDSORLAKES HOMEOWNERS ASSOCIATION, INC.

This Leasing Certificate is executed on this day ___ of _____, 20___, on behalf of the Windsor Lakes Homeowners Association, Inc., a Texas non-profit corporation.

Property Information:

Street Address _____, Conroe TX, 77384

Current Property Owner(s) _____

Current Property Owner(s) Contact Information:

Work/Home phone number _____ Mobile phone number _____

Mailing Address _____

Email Address(es) _____

Owner(s) attest and confirm that Owner(s) is/are current with no unpaid assessments, fees or fines as levied by the Association against the Owner(s) or the Unit, including any levied on any subsequent Occupant(s) of the Unit proposed to be leased by the Owner(s). Owner(s) initials _____

Occupant(s) Information:

Owner Initials (1) acknowledging that their lease may be terminated in the event of a violation of the Dedicatory Instruments by the Occupant(s); and the Association, in its sole discretion, may require termination of the lease by the Owner and eviction of the Occupant(s) in such an event; and that Occupant(s) are advised of the Policy requirements and all other Dedicatory instruments (1) _____

Owner initials (2) confirming Occupant(s) completed/submitted the Association's New Resident Registration Form (2) _____

Name(s) and Age(s) of Occupant(s): _____

Occupant(s) Contact Information:

Work/Home phone number _____ Mobile phone number _____

Mailing Address _____

Email Address(es) _____

Lease Term

Lease Start Date _____ Lease Duration _____ year(s) Lease End Date _____

Exhibit B Leasing Certificate

THE INFORMATION CONTAINED HEREIN IS ACCURRATE AS OF THE DATE IT IS ISSUED. IF THE LEASE TERMS CHANGE, AN UPDATED CERTIFICATE SHALL BE REQUIRED.

Signature of Occupant

Signature of Owner

Signature of Occupant

Signature of Owner

Windsor Lakes Homeowners Association, Inc, Certificate issued by:

Name _____

Title _____

Date _____

This is to certify that the foregoing Resolution was adopted by at least a majority of the Association's Board of Directors at an open meeting of the Board of Directors, properly notice, at which a quorum of the board was present.

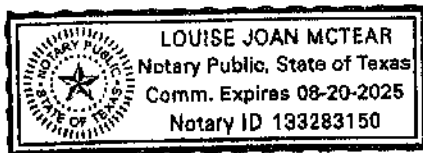
Windsor Lakes HOA . *[Signature]* 20 SEPT. 2023
Name of Association Officer Signature Date

Peter G. Livingston
Officer Print

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this day personally appeared Peter G. Livingston, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose in the capacity and with the authority therein expressed, as the act and deed of the corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20th day of September, 2023.



[Signature]
Notary Public for the State of Texas

E-FILED FOR RECORD

09/20/2023 03:58PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

09/20/2023



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas