

**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
FOR
WINDROSE COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Managing Agent of Windrose Community Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas (the "Association"), submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously recorded:

1. Names of Subdivision: The names of the subdivision are Windrose, Oak Moss Village, Eagle Bend, Pinaster Pointe, PineLakes Promenade, Windrose Eaglewood, Windrose Auburn Ridge, and Windrose West, collectively referred to as "Windrose".
2. Name of Property Owners' Association: The name of the Association is Windrose Community Association, Inc.
3. Recording Data for the Subdivision:

Oak Moss Village, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390059 of the Map Records of Harris County, Texas;

Oak Moss Village, Section Two (2), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded under Film Code No. 398112 of the Map Records of Harris County, Texas;

Oak Moss Village, Section Three (3), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded under Film Code No. 533217 of the Map Records of Harris County, Texas;

Eagle Bend, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390053 of the Map Records of Harris County, Texas;

Eagle Bend, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399134 of the Map Records of Harris County, Texas;

Eagle Bend, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451120 of the Map Records of Harris County, Texas;

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Pinaster Point, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390047 of the Map Records of Harris County, Texas;

Pinaster Pointe, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399140 of the Map Records of Harris County, Texas;

PineLakes Promenade, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 398149 of the Map Records of Harris County, Texas;

PineLakes Promenade, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 437002 of the Map Records of Harris County, Texas;

Windrose Eaglewood, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 436147 of the Map Records of Harris County, Texas;

Windrose Eaglewood, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 454018 of the Map Records of Harris County, Texas;

Windrose Eaglewood, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451127 of the Map Records of Harris County, Texas;

Windrose Eaglewood, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 478082 of the Map Records of Harris County, Texas;

Windrose Tract SF-13, including Lots 1 through 18, Block 1 and Restricted Reserves A, B and C, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432021 of the Map Records of Harris County, Texas;

Windrose Tract SF-16, including Lots 1 and 2, Block 1, Lots 1 through 20, Block 2, Lots 1 through 53, Block 3, Lots 1 and 2, Block 4, and Lots 1 through 12, Block 5 and Restricted Reserves A, B, C, D, E, F, G, and H, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432025 of the Map Records of Harris County, Texas;

Windrose Auburn Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 472134 of the Map Records of Harris County, Texas;

Windrose West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 490110 of the Map Records of Harris County, Texas;

Windrose West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 499116 of the Map Records of Harris County, Texas;

Windrose West, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 515050 of the Map Records of Harris County, Texas;

Windrose West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 523275 of the Map Records of Harris County, Texas;

Windrose West, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 526290 of the Map Records of Harris County, Texas;

Windrose West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 530040 of the Map Records of Harris County, Texas;

Windrose West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 555085 of the Map Records of Harris County, Texas;

Windrose West, Section Eight (8), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 531192 of the Map Records of Harris County, Texas;

Windrose West, Section Nine (9), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 542045 of the Map Records of Harris County, Texas;

Windrose West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541115 of the Map Records of Harris County, Texas;

Windrose West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541119 of the Map Records of Harris County, Texas;

Windrose West, Section Twelve (12), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556244 of the Map Records of Harris County, Texas;

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Windrose West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556248 of the Map Records of Harris County, Texas;

Windrose West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 576205 of the Map Records of Harris County, Texas;

Windrose West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 570236 of the Map Records of Harris County, Texas;

Wyndham Trail, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 567207 of the Map Records of Harris County, Texas.

4. Recording Data for the Declaration:

a. Document:

- (1) Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.;
- (2) Amendment to Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.;
- (3) Supplementary Declaration of Covenants, Conditions and Restrictions for Eagle Bend, Section One (1);
- (4) Supplementary Declaration of Covenants, Conditions and Restrictions for Pinaster Pointe;
- (5) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc. Covering Oak Moss Village, Section Two;
- (6) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Eagle Bend, Section Two;
- (7) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Pinaster Pointe, Section Two;
- (8) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering PineLakes Promenade, Section One;
- (9) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Promenade, Section One;
- (10) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Trace SF-13;

- (11) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Tract SF-16;
- (12) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering PineLakes Promenade, Section Two;
- (13) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One;
- (14) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One
- (15) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eagle Bend Section 3;
- (16) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eaglewood Section Two;
- (17) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Auburn Ridge Section Three;
- (18) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eaglewood, Section Five;
- (19) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section One;
- (20) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two;
- (21) Correction to Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two;
- (22) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Three;
- (23) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Four;
- (24) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eight (Phase I);

- (25) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Five;
- (26) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Oak Moss Village, Section Three;
- (27) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Six;
- (28) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven;
- (29) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Nine; and
- (30) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Ten;
- (31) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven;
- (32) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Twelve;
- (33) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Seven;
- (34) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Thirteen;
- (35) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fifteen; and
- (36) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fourteen.

b. Recording Information:

- (1) Harris County Clerk's File No. S549311;
- (2) Harris County Clerk's File No. S583809;
- (3) Harris County Clerk's File No. S549312;
- (4) Harris County Clerk's File No. S549313;
- (5) Harris County Clerk's File No. T088472;

- (6) Harris County Clerk's File No. T088474;
- (7) Harris County Clerk's File No. T088473;
- (8) Harris County Clerk's File No. T267756;
- (9) Harris County Clerk's File No. T267758;
- (10) Harris County Clerk's File No. U130981;
- (11) Harris County Clerk's File No. U130980;
- (12) Harris County Clerk's File No. U284015;
- (13) Harris County Clerk's File No. U284017;
- (14) Harris County Clerk's File No. U744520;
- (15) Harris County Clerk's File No. U794303;
- (16) Harris County Clerk's File No. U952858;
- (17) Harris County Clerk's File No. V110503;
- (18) Harris County Clerk's File No. V343087;
- (19) Harris County Clerk's File No. V504843;
- (20) Harris County Clerk's File No. V504844;
- (21) Harris County Clerk's File No. V666086;
- (22) Harris County Clerk's File No. V878545;
- (23) Harris County Clerk's File No. W423485;
- (24) Harris County Clerk's File No. W791500;
- (25) Harris County Clerk's File No. W858338;
- (26) Harris County Clerk's File No. W858341;
- (27) Harris County Clerk's File No. W912333;
- (28) Harris County Clerk's File No. X213388;
- (29) Harris County Clerk's File No. X311036;
- (30) Harris County Clerk's File No. X395195;
- (31) Harris County Clerk's File No. X776623;
- (32) Harris County Clerk's File No. X941844;
- (33) Harris County Clerk's File No. X968786;
- (34) Harris County Clerk's File No. Y089929;
- (35) Harris County Clerk's File No. Y273365, and
- (36) Harris County Clerk's File No. 20070125055, respectively.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Windrose Community Association, Inc., c/o Chaparral Management Company, Inc., P. O. Box 681007, Houston, Texas 77268-1007.
6. Name and Mailing Address of Person Managing the Association or Its Designated Representative: The name and mailing address of the designated representative of the Association is Chaparral Management Company, Inc., P. O. Box 681007, Houston, Texas 77268-1007.
7. Telephone Number to Contact the Association: The telephone number to contact Windrose Community Association, Inc. is 281-537-0957.

EXECUTED on this 12th day of October, 2017.

**WINDROSE COMMUNITY
ASSOCIATION, INC.**

By: Chaparral Management Company, Inc.
Managing Agent

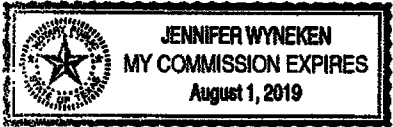
By: *Pamela D. Bailey*
Pamela D. Bailey

This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision or to report all information pertinent to the subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Pamela D. Bailey, President of Chaparral Management Company, Inc., Managing Agent of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12 day of October, 2017, to certify which witness my hand and official seal.



Jennifer Wyneken
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

RP-2017-449025

RP-2017-449025
Pages 9
10/12/2017 12:30 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$44.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2017-449025

**SIXTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
WINDROSE COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Windrose Community Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on November 4, 2011 under Clerk's File No. 20110467522, the "First Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("First Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on December 16, 2011 under Clerk's File No. 20110527749, the "Second Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("Second Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on October 29, 2013 under Clerk's File No. 20130551863, the "Third Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on November 19, 2015 under Clerk's File No. 20150526232, the "Fourth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 26, 2016 under Clerk's File No. RP-2016-381796 and the "Fifth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on June 14, 2017 under Clerk's File No. RP-2017-262907, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

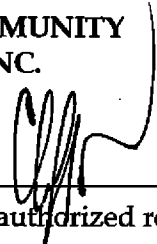
Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

- **Collection Policy for Windrose Community Association, Inc.**

This Sixth Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Sixth Supplemental Notice is true and correct and the document attached to this Sixth Supplemental Notice is a true and correct copy of the original.

RP-2019-371584

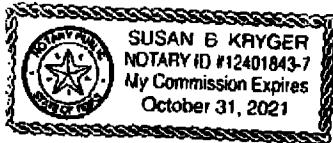
WINDROSE COMMUNITY
ASSOCIATION, INC.

By: 
Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Cliff Davis, authorized representative of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 22nd day of August, 2019, to certify which witness my hand and official seal.




Notary Public in and for the State of Texas

RP-2019-371584

COLLECTION POLICY
for
WINDROSE COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Chuck Shelton, Secretary of Windrose Community Association, Inc. ("Association"), do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the 19 day of August, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by a majority vote of the members of the Board.

RECITALS:

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.
2. The Board desires to adopt a Collection Policy consistent with the Association's Dedicatory Instruments [as that term is defined in Texas Property Code Section 202.001(1)] and state law.

WITNESSETH:

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments in accordance with the following Collection Policy ("Policy"):

Section 1. Definitions. Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The annual assessment, special assessments and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the Association's lien and the collection which is governed by the Declaration.
- 1.2. **Declaration** - means the following:

a. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.
- (2) Amendment to Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.
- (3) Supplementary Declaration of Covenants, Conditions and Restrictions for Eagle Bend, Section One (1).
- (4) Supplementary Declaration of Covenants, Conditions and Restrictions for Pinaster Pointe.
- (5) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc. Covering Oak Moss Village, Section Two.
- (6) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Eagle Bend, Section Two.
- (7) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Pinaster Pointe, Section Two.
- (8) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering PineLakes Promenade, Section One.
- (9) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Promenade, Section One.
- (10) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Trace SF-13.
- (11) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Tract SF-16.
- (12) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering PineLakes Promenade, Section Two.
- (13) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One.
- (14) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One.

- (15) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eagle Bend Section 3.
- (16) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eaglewood Section Two.
- (17) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Auburn Ridge Section Three.
- (18) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eaglewood, Section Five.
- (19) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section One.
- (20) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two.
- (21) Correction to Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two.
- (22) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Three.
- (23) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Four.
- (24) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eight (Phase I).
- (25) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Five.
- (26) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Oak Moss Village, Section Three.
- (27) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Six.

- (28) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven.
- (29) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Nine.
- (30) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Ten.
- (31) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven.
- (32) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Twelve.
- (33) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Seven.
- (34) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Thirteen.
- (35) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fifteen.
- (36) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fourteen.

b. Recording Information:

- (1) Harris County Clerk's File No. S549311.
- (2) Harris County Clerk's File No. S583809.
- (3) Harris County Clerk's File No. S549312.
- (4) Harris County Clerk's File No. S549313.
- (5) Harris County Clerk's File No. T088472.
- (6) Harris County Clerk's File No. T088474.
- (7) Harris County Clerk's File No. T088473.
- (8) Harris County Clerk's File No. T267756.
- (9) Harris County Clerk's File No. T267758.
- (10) Harris County Clerk's File No. U130981.
- (11) Harris County Clerk's File No. U130980.
- (12) Harris County Clerk's File No. U284015.
- (13) Harris County Clerk's File No. U284017.
- (14) Harris County Clerk's File No. U744520.

- (15) Harris County Clerk’s File No. U794303.
- (16) Harris County Clerk’s File No. U952858.
- (17) Harris County Clerk’s File No. V110503.
- (18) Harris County Clerk’s File No. V343087.
- (19) Harris County Clerk’s File No. V504843.
- (20) Harris County Clerk’s File No. V504844.
- (21) Harris County Clerk’s File No. V666086.
- (22) Harris County Clerk’s File No. V878545.
- (23) Harris County Clerk’s File No. W423485.
- (24) Harris County Clerk’s File No. W791500.
- (25) Harris County Clerk’s File No. W858338.
- (26) Harris County Clerk’s File No. W858341.
- (27) Harris County Clerk’s File No. W912333.
- (28) Harris County Clerk’s File No. X213388.
- (29) Harris County Clerk’s File No. X311036.
- (30) Harris County Clerk’s File No. X395195.
- (31) Harris County Clerk’s File No. X776623.
- (32) Harris County Clerk’s File No. X941844.
- (33) Harris County Clerk’s File No. X968786.
- (34) Harris County Clerk’s File No. Y089929.
- (35) Harris County Clerk’s File No. Y273365.
- (36) Harris County Clerk’s File No. 20070125055.

Any other applicable amendments, annexations or supplements not included in the list above and any future amendments, annexations or supplements.

1.3. Dedicatory Instruments - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

1.4. Property - means the following:

- Oak Moss Village, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390059 of the Map Records of Harris County, Texas;
- Oak Moss Village, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 398112 of the Map Records of Harris County, Texas;
- Oak Moss Village, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 533217 of the Map Records of Harris County, Texas;
- Eagle Bend, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390053 of the Map Records of Harris County, Texas;

- Eagle Bend, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399134 of the Map Records of Harris County, Texas;
- Eagle Bend, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451120 of the Map Records of Harris County, Texas;
- Pinaster Point, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390047 of the Map Records of Harris County, Texas;
- Pinaster Pointe, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399140 of the Map Records of Harris County, Texas;
- PineLakes Promenade, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 398149 of the Map Records of Harris County, Texas;
- PineLakes Promenade, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 437002 of the Map Records of Harris County, Texas;
- Windrose Eaglewood, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 436147 of the Map Records of Harris County, Texas;
- Windrose Eaglewood, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 454018 of the Map Records of Harris County, Texas;
- Windrose Eaglewood, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451127 of the Map Records of Harris County, Texas;
- Windrose Eaglewood, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 478082 of the Map Records of Harris County, Texas;
- Windrose Tract SF-13, including Lots 1 through 18, Block 1 and Restricted Reserves A, B and C, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432021 of the Map Records of Harris County, Texas;

- Windrose Tract SF-16, including Lots 1 and 2, Block 1, Lots 1 through 20, Block 2, Lots 1 through 53, Block 3, Lots 1 and 2, Block 4, and Lots 1 through 12, Block 5 and Restricted Reserves A, B, C, D, E, F, G, and H, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432025 of the Map Records of Harris County, Texas;
- Windrose Auburn Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 472134 of the Map Records of Harris County, Texas;
- Windrose West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 490110 of the Map Records of Harris County, Texas;
- Windrose West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 499116 of the Map Records of Harris County, Texas;
- Windrose West, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 515050 of the Map Records of Harris County, Texas;
- Windrose West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 523275 of the Map Records of Harris County, Texas;
- Windrose West, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 526290 of the Map Records of Harris County, Texas;
- Windrose West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 530040 of the Map Records of Harris County, Texas;
- Windrose West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 555085 of the Map Records of Harris County, Texas;
- Windrose West, Section Eight (8), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 531192 of the Map Records of Harris County, Texas;
- Windrose West, Section Nine (9), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 542045 of the Map Records of Harris County, Texas;

- Windrose West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541115 of the Map Records of Harris County, Texas;
- Windrose West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541119 of the Map Records of Harris County, Texas;
- Windrose West, Section Twelve (12), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556244 of the Map Records of Harris County, Texas;
- Windrose West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556248 of the Map Records of Harris County, Texas;
- Windrose West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 576205 of the Map Records of Harris County, Texas;
- Windrose West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 570236 of the Map Records of Harris County, Texas;
- Wyndham Trail, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 567207 of the Map Records of Harris County, Texas.

“Property” shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each annual assessment shall be due by the first (1st) day of January or such other date established by the Declaration or the Board. Each special assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

Section 3. Cost Recovery. As provided in the Declaration, each Assessment, together with interest, penalties (i.e., late fees), costs and reasonable attorney fees incurred in a collection action shall be secured by a continuing lien upon each Lot or Commercial Unit and shall be the personal obligation of the Owner. Unless otherwise prohibited by law, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot or Commercial Unit and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges

imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

Section 4. Delinquency Processing. The delinquent date for all Assessments will be thirty (30) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

Section 5. Notices. All collection notices sent to the Owner below shall contain notice of the amount then due.

5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.

5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Open Area are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Open Area use rights as a separate mailing.

Section 6. Interest. If the Assessment is not paid within thirty (30) days of the due date, the Assessment shall bear interest from the due date at the lesser of twelve percent (12%) per annum.

Section 7. Late Charge. A late charge of \$10.00 per month will be charged beginning in February of each year on any annual assessment that is delinquent. The late charge will be based upon the full amount of the applicable Assessment regardless of whether the full amount of the applicable Assessment is delinquent or some portion less than the full amount of the applicable Assessment is delinquent. Late charges are in addition to, not in lieu of, interest.

Section 8. Payment Plan and Partial Payments. All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. Partial payments that are accepted shall be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. In the event that an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy.

Section 9. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check shall incur a dishonored check processing fee in the amount

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of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account as allowed by law. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 10. Owner's Mailing Address. It is the responsibility of each Owner of a Lot or Commercial Unit in the Property to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot or Commercial Unit in the Property or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law.

Section 11. Referral of Account to Association's Attorney. The Association, the Board, or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the applicable Dedicatory Instrument or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further

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instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or Commercial Unit or any non-exempt assets of an Owner to collect a judgment obtained by the Association and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 12. Board Approval Before Foreclosure Posting. Notwithstanding any other language in this Policy, the Association's collection agent shall obtain approval of the Board before any property is posted for a post-judgment constable/sheriff's sale (i.e., a judicial foreclosure), a trustee's foreclosure sale based on a court order approving an application for an expedited foreclosure, or any other type of foreclosure sale conducted to collect an amount due and owing to the Association.

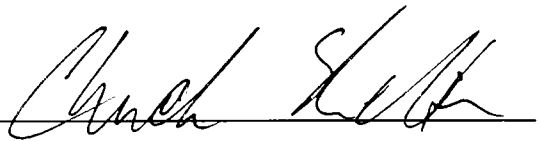
Section 13. Required Action. Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

Section 14. This Policy replaces and supersedes any previous collection policy, if any, adopted by the Association.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

WINDROSE COMMUNITY ASSOCIATION, INC.

By: _____



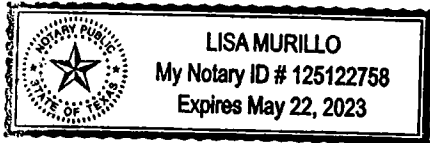
Printed: _____



Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 19th day of August, 2019, personally appeared Chuck Shelton, Secretary of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Lisa Murillo
Notary Public in and for the State of Texas

RP-2019-371584

RP-2019-371584
Pages 15
08/23/2019 08:18 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$68.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-371584

**SEVENTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
WINDROSE COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Windrose Community Association, Inc., a property owner’s association as defined in Section 202.001 of the Texas Property Code (the “**Association**”), hereby supplements the “Notice of Dedicatory Instruments for Windrose Community Association, Inc.” (“**Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on November 4, 2011 under Clerk’s File No. 20110467522, the “First Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc.” (“**First Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on December 16, 2011 under Clerk’s File No. 20110527749, the “Second Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc.” (“**Second Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on October 29, 2013 under Clerk’s File No. 20130551863, the “Third Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc.” (“**Third Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on November 19, 2015 under Clerk’s File No. 20150526232, the “Fourth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc.” (“**Fourth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on August 26, 2016 under Clerk’s File No. RP-2016-381796, the “Fifth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc.” (“**Fifth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on June 14, 2017 under Clerk’s File No. RP-2017-262907, and the “Sixth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc.” (“**Sixth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on August 23, 2019 under Clerk’s File No. RP-2019-371584, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.


Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

- **Windrose Community Association, Inc. COVID-19 Policy - Amenities.**

This Seventh Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Seventh Supplemental Notice is true and correct and the document attached to this Seventh Supplemental Notice is a true and correct copy of the original.

RP-2020-316863

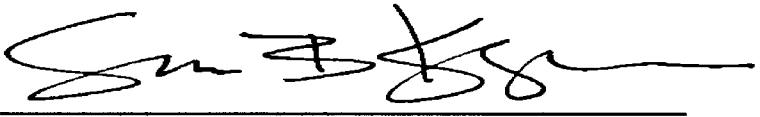
WINDROSE COMMUNITY
ASSOCIATION, INC.

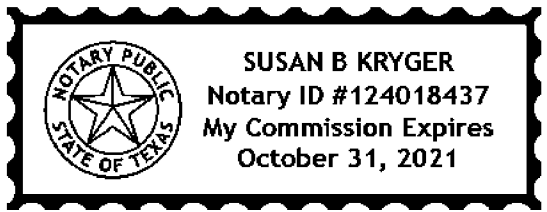
By: 
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 16th day of July, 2020, to certify which witness my hand and official seal.


Notary Public in and for the State of Texas



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TAB 3

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GENERAL RULES

1. **Applicability of COVID-19 Rules.** The Association's **COVID-19 POLICY – AMENITIES** rules (the "COVID-19 Rules") apply to the use of all property owned, managed, or controlled by the Association, including any common area property, amenities, or recreational facilities (the "Community Facilities"). In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail.
2. **Use of Community Facilities** – Entry upon or use of Community Facilities is at the user's own risk. The Association reserves the right to require users to acknowledge these rules in writing.
3. **COVID-19 Orders, Rules, and Guidance.** Users are advised that certain orders, rules, and guidance provided by governmental agencies and the Centers for Disease Control ("CDC") provide recommendations and mandatory rules that require, among other things: (1) social distancing; (2) occupancy limits; (3) cleaning and disinfection; (4) restricted entry of facilities by persons who have COVID-19 symptoms or have been diagnosed with COVID-19; and (5) other requirements specific to certain activities or facilities ("Regulatory Requirements").
4. **User Compliance.** Users must comply with all Regulatory Requirements, the COVID-19 Rules, and all other applicable rules and policies while using any Community Facilities. Owners are responsible for enforcing compliance by guests, if guest access is permitted, during any period of use of the Community Facilities. Users are responsible for cleaning and disinfecting equipment and surfaces before and after any period of use. Users must review and understand the current community rules for use before entering any Community Facilities.
5. **User Assumption of Risk.** It is understood that the Community Facilities are to be used on an 'as is' basis, without warranty, and without any representation by the Association as to the suitability of the premises for the intended use. The Association discloses that the CDC has provided the following guidance: "It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes. This is not thought to be the main way the virus spreads, but we are still learning more about this virus." Users are further advised that the CDC recommends that high-touch surfaces be cleaned and disinfected regularly, but it is impracticable for the Association to clean and disinfect high-touch surfaces or equipment after each user for its facilities. Given the possibility of contamination that is undetectable, users assume any risk associated with possible COVID-19 transmission or contamination and release and hold harmless the Association, and its agents, employees, managers, directors, officers, and representatives, from any and all claims, causes of action, injury or illness, including infection due to COVID-19, arising out of or relating in any way to use of Community Facilities. Access rights, as described herein, are only provided based on the understanding that user agrees to the terms herein and, therefore, access rights are provided in exchange for this user release.
6. **Social Distancing.** No person exhibiting a fever, or any symptoms associated with COVID-19 per the CDC (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall enter the Community Facilities. Users should maintain at least six feet of separation and distance from other users at all times while present at any Community Facilities, unless they are members of the same household. Community Facilities are inaccessible and off limits to anyone in a period of quarantine or mandatory isolation.

POOL RULES

Applicability of COVID-19 Rules. The Association's COVID-19 POLICY – AMENITIES rules (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to community pool facilities.

Individual(s) who are reported to be or are found to be in violation of any of the following pool rules may immediately be asked to leave the pool facilities, and pool privileges may be suspended indefinitely at the Board's discretion.

USE OF THE POOL IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK.

The Association's representatives or monitors have absolute authority and discretion to require users to leave the pool area or other Community Facilities. Users who are told to leave must immediately depart the premises.

Occupancy is limited to the % of the normal operating limits set by the local governmental authorities.

Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

Pool access may be further restricted by the Association's policies.

No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall enter the Pool Area or make a reservation. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may enter the pool area.

Out of consideration for other members of the community, swimmers are encouraged to wash their hands before entering the pool area, touching the gate, pool rails, and before and after using the bathroom.

Bathrooms will be periodically disinfected by the pool management company staff.

Please shower at home before traveling to the pool facilities. ALL SHOWERS ARE CLOSED IN ACCORDANCE WITH REGULATORY REQUIREMENTS.

Food consumption is not permitted in the pool area at this time.

Users are advised that the Association may remove all pool furniture or equipment. Any furniture or equipment must be sanitized by user before and after use.

All users must observe the signs posted while in the pool area.

ANY WATER PLAY ITEMS WITH HIGH TOUCH SURFACES ARE CLOSED IN ACCORDANCE WITH REGULATORY REQUIREMENTS.

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COVID-19 POOL WARNING

- THE DANGER OF EXPOSURE TO THE CORONAVIRUS THAT CAUSES COVID-19 EXISTS.
- USE OF THIS FACILITY IS AT YOUR OWN RISK, AND YOU MUST TAKE SAFETY PRECAUTIONS.
- ALL PERSONS USING THIS FACILITY SHOULD TAKE ALL PRECAUTIONS RECOMMENDED BY THE CDC AND LOCAL HEALTH AGENCIES. IT IS YOUR RESPONSIBILITY TO BECOME FAMILIAR WITH SUCH PRECAUTIONS.
- DO NOT USE THIS FACILITY IF YOU OR ANYONE IN YOUR HOUSEHOLD HAS BEEN SICK DURING THE PAST TWO WEEKS, OR HAD ANY FEVER, COUGH, SHORTNESS OF BREATH, FLU-LIKE SYMPTOMS OR STOMACH ISSUES.
- DO NOT USE THIS FACILITY IF YOU OR ANYONE IN YOUR HOUSEHOLD HAS BEEN EXPOSED TO SOMEONE WHO HAS BEEN SICK DURING THE PAST TWO WEEKS.
- YOU ARE RESPONSIBLE FOR DISINFECTING THE AREA YOU USE OR TOUCH BEFORE AND AFTER EACH USE.
- MAINTAIN AT LEAST 6 FEET BETWEEN YOU AND OTHER PEOPLE WHO ARE NOT A PART OF YOUR HOUSEHOLD.
- IT IS RECOMMENDED THAT YOU WEAR A FACE COVERING WHEN YOU ARE IN THE FACILITY UNLESS YOU ARE IN THE WATER, AND THAT YOU WASH YOUR HANDS FREQUENTLY.
- GROUP GAMES, WHICH INVOLVE MULTIPLE PEOPLE INTERACTING IN PROXIMITY, SUCH AS WATER POLO, VOLLEYBALL, ETC. ARE PROHIBITED PARENTS AND OR CHAPERONES WILL BE RESPONSIBLE FOR THEIR CHILDREN'S SOCIAL DISTANCING WHILE IN THE POOL AREA.
- THE ASSOCIATION CANNOT GUARANTEE YOUR SAFETY AND ASSUMES NO RESPONSIBILITY FOR ANY ILLNESS WHICH MAY BE CONNECTED WITH YOUR USE OF THIS FACILITY.
- FAILURE TO COMPLY WITH THESE WARNINGS MAY RESULT IN YOU BEING ASKED TO LEAVE THIS FACILITY, AND MAY RESULT IN THE CLOSURE OF THIS FACILITY.

THIS FACILITY IS NOT BEING MONITORED FOR CONTAMINATION BY THE COVID-19.

USE AT YOUR OWN RISK.

**DUE TO COVID-19, OUR
FACILITY IS CURRENTLY
OPERATING AT
_____ CAPACITY**

MAXIMUM CAPACITY IS:

PATRONS

**THANK YOU FOR
UNDERSTANDING**

OUTDOOR FACILITY RULES

Applicability of COVID-19 Rules. The Association's COVID-19 POLICY – AMENITIES rules (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to outdoor facilities.

Individual(s) who are reported to be or are found to be in violation of any of these following rules may immediately be asked to discontinue use of outdoor facilities, and access privileges may be suspended indefinitely at the Board's discretion.

USE OF THE FACILITIES IS AT YOUR DISCRETION. PLEASE USE CAUTION. USE AT YOUR OWN RISK.

Users must disinfect any equipment before and after use, including bars, handles of any type, and all other equipment touched by the user.

Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall use outdoor facilities. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may use the outdoor facilities.

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**DUE TO COVID-19, OUR
FACILITY IS CURRENTLY
OPERATING AT**

_____ CAPACITY

MAXIMUM CAPACITY IS:

PATRONS

**THANK YOU FOR
UNDERSTANDING**

COVID-19 TENNIS COURT WARNING

- THE DANGER OF EXPOSURE TO THE CORONAVIRUS THAT CAUSES COVID-19 EXISTS.
- USE OF THIS FACILITY IS AT YOUR OWN RISK, AND YOU MUST TAKE SAFETY PRECAUTIONS.
- ALL PERSONS USING THIS FACILITY SHOULD TAKE ALL PRECAUTIONS RECOMMENDED BY THE CDC AND LOCAL HEALTH AGENCIES. IT IS YOUR RESPONSIBILITY TO BECOME FAMILIAR WITH SUCH PRECAUTIONS.
- DO NOT USE THIS FACILITY IF YOU OR ANYONE IN YOUR HOUSEHOLD HAS BEEN SICK DURING THE PAST TWO WEEKS, OR HAD ANY FEVER, COUGH, SHORTNESS OF BREATH, FLU-LIKE SYMPTOMS OR STOMACH ISSUES.
- DO NOT USE THIS FACILITY IF YOU OR ANYONE IN YOUR HOUSEHOLD HAS BEEN EXPOSED TO SOMEONE WHO HAS BEEN SICK DURING THE PAST TWO WEEKS.
- YOU ARE RESPONSIBLE FOR DISINFECTING THE AREA YOU USE OR TOUCH BEFORE AND AFTER EACH USE.
- MAINTAIN AT LEAST 6 FEET BETWEEN YOU AND OTHER PEOPLE WHO ARE NOT A PART OF YOUR HOUSEHOLD.
- IT IS RECOMMENDED THAT YOU WEAR A FACE COVERING WHEN YOU ARE IN THE FACILITY AND THAT YOU WASH YOUR HANDS FREQUENTLY.
- THE ASSOCIATION CANNOT GUARANTEE YOUR SAFETY AND ASSUMES NO RESPONSIBILITY FOR ANY ILLNESS WHICH MAY BE CONNECTED WITH YOUR USE OF THIS FACILITY
- FAILURE TO COMPLY WITH THESE WARNINGS MAY RESULT IN YOU BEING ASKED TO LEAVE THIS FACILITY AND MAY RESULT IN THE CLOSURE OF THIS FACILITY

**THIS FACILITY IS NOT BEING MONITORED FOR
CONTAMINATION BY THE COVID-19.**

USE AT YOUR OWN RISK.

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Pages 10
07/16/2020 02:03 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-316863

PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
FOR
WINDROSE COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Managing Agent of Windrose Community Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas (the "**Association**"), submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously recorded:

1. Names of Subdivision: The names of the subdivision are Windrose, Oak Moss Village, Eagle Bend, Pinaster Pointe, PineLakes Promenade, Windrose Eaglewood, Windrose Auburn Ridge, and Windrose West, collectively referred to as "**Windrose**".
2. Name of Property Owners' Association: The name of the Association is Windrose Community Association, Inc.
3. Recording Data for the Subdivision:

Oak Moss Village, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390059 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Oak Moss Village, Section Two (2), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded under Film Code No. 398112 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Oak Moss Village, Section Three (3), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded under Film Code No. 533217 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Eagle Bend, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390053 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Eagle Bend, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399134 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

RP-2022-67484

Eagle Bend, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451120 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Pinaster Point, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390047 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Pinaster Pointe, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399140 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

PineLakes Promenade, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 398149 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

PineLakes Promenade, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 437002 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 436147 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 454018 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451127 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 478082 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Tract SF-13, including Lots 1 through 18, Block 1 and Restricted Reserves A, B and C, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432021 of the Map

Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Tract SF-16, including Lots 1 and 2, Block 1, Lots 1 through 20, Block 2, Lots 1 through 53, Block 3, Lots 1 and 2, Block 4, and Lots 1 through 12, Block 5 and Restricted Reserves A, B, C, D, E, F, G, and H, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432025 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Auburn Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 472134 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 490110 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 499116 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 515050 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 523275 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 526290 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 530040 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 555085 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Eight (8), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 531192 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Nine (9), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 542045 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541115 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541119 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Twelve (12), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556244 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556248 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 576205 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 570236 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Wyndham Trail, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 567207 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

4. Recording Data for the Declaration:

- a. Document:

- (1) Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.
- (2) Amendment to Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.
- (3) Supplementary Declaration of Covenants, Conditions and Restrictions for Eagle Bend, Section One (1).
- (4) Supplementary Declaration of Covenants, Conditions and Restrictions for Pinaster Pointe.
- (5) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc. Covering Oak Moss Village, Section Two.
- (6) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Eagle Bend, Section Two.
- (7) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Pinaster Pointe, Section Two.
- (8) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering PineLakes Promenade, Section One.
- (9) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Promenade, Section One.
- (10) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Trace SF-13.
- (11) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Tract SF-16.
- (12) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering PineLakes Promenade, Section Two.
- (13) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One.
- (14) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One.
- (15) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eagle Bend Section 3.

- (16) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eaglewood Section Two.
- (17) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Auburn Ridge Section Three.
- (18) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eaglewood, Section Five.
- (19) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section One.
- (20) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two.
- (21) Correction to Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two.
- (22) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Three.
- (23) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Four.
- (24) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eight (Phase I).
- (25) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Five.
- (26) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Oak Moss Village, Section Three.
- (27) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Six.
- (28) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven.
- (29) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Nine.

- (30) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Ten.
- (31) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven.
- (32) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Twelve.
- (33) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Seven.
- (34) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Thirteen.
- (35) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fifteen.
- (36) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fourteen.

b. Recording Information:

- (1) Harris County Clerk's File No. S549311.
- (2) Harris County Clerk's File No. S583809.
- (3) Harris County Clerk's File No. S549312.
- (4) Harris County Clerk's File No. S549313.
- (5) Harris County Clerk's File No. T088472.
- (6) Harris County Clerk's File No. T088474.
- (7) Harris County Clerk's File No. T088473.
- (8) Harris County Clerk's File No. T267756.
- (9) Harris County Clerk's File No. T267758.
- (10) Harris County Clerk's File No. U130981.
- (11) Harris County Clerk's File No. U130980.
- (12) Harris County Clerk's File No. U284015.
- (13) Harris County Clerk's File No. U284017.
- (14) Harris County Clerk's File No. U744520.
- (15) Harris County Clerk's File No. U794303.
- (16) Harris County Clerk's File No. U952858.
- (17) Harris County Clerk's File No. V110503.
- (18) Harris County Clerk's File No. V343087.
- (19) Harris County Clerk's File No. V504843.
- (20) Harris County Clerk's File No. V504844.
- (21) Harris County Clerk's File No. V666086.
- (22) Harris County Clerk's File No. V878545.
- (23) Harris County Clerk's File No. W423485.

- (24) Harris County Clerk's File No. W791500.
- (25) Harris County Clerk's File No. W858338.
- (26) Harris County Clerk's File No. W858341.
- (27) Harris County Clerk's File No. W912333.
- (28) Harris County Clerk's File No. X213388.
- (29) Harris County Clerk's File No. X311036.
- (30) Harris County Clerk's File No. X395195.
- (31) Harris County Clerk's File No. X776623.
- (32) Harris County Clerk's File No. X941844.
- (33) Harris County Clerk's File No. X968786.
- (34) Harris County Clerk's File No. Y089929.
- (35) Harris County Clerk's File No. Y273365.
- (36) Harris County Clerk's File No. 20070125055.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Windrose Community Association, Inc., c/o Chaparral Management Company, LLC - Spring, P.O. Box 681007, Houston, Texas 77268.
6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is: Chaparral Management Company, LLC - Spring. Address: P.O. Box 681007, Houston, Texas 77268. Phone No.: 281.537.0957. Email Address: cmc@chaparralmanagement.com.
7. The Association's Dedicatory Instruments are Available to Members Online at: www.chaparralmanagement.com (use the "find my community" search bar to locate the community webpage).
8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate Fee	\$ 375.00
Resale Certificate Update Fee	\$ 75.00
Rush Fees (for sooner than 10 business days)	\$300.00 1 business day; \$200.00 3 business days; \$100.00 5 business days
Compliance Inspection Fee (optional)	\$ 120.00
Transfer Fee	\$ 275.00
Legal Fee Preparation	\$ 50.00

EXECUTED on this 7th day of February, 2022.

**WINDROSE COMMUNITY
ASSOCIATION, INC.**

By: Chaparral Management Company, LLC,
Managing Agent

By: Lisa Murillo

Printed: Lisa Murillo

Its: Managing Agent

This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision or to report all information pertinent to the subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Lisa Murillo, Managing agent of Chaparral Management Company, LLC, Managing Agent of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 7th day of February, 2022, to certify which witness my hand and official seal.

Sarah Suzanne Shaw
Notary Public in and for the State of Texas



RP-2022-67484

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Pages 10
02/07/2022 02:15 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-67484

**EIGHTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
WINDROSE COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Windrose Community Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the "Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on November 4, 2011 under Clerk's File No. 20110467522, the "First Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**First Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on December 16, 2011 under Clerk's File No. 20110527749, the "Second Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**Second Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on October 29, 2013 under Clerk's File No. 20130551863, the "Third Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**Third Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on November 19, 2015 under Clerk's File No. 20150526232, the "Fourth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**Fourth Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on August 26, 2016 under Clerk's File No. RP-2016-381796, the "Fifth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**Fifth Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on June 14, 2017 under Clerk's File No. RP-2017-262907, the "Sixth Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**Sixth Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on August 23, 2019 under Clerk's File No. RP-2019-371584, and the "Seventh Supplemental Notice of Dedicatory Instruments for Windrose Community Association, Inc." ("**Seventh Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on July 16, 2020 under Clerk's File No. RP-2020-316863, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

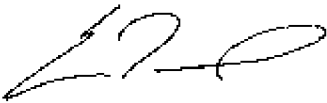
- **Leasing and Occupancy Policy for Windrose Community Association, Inc.**

This Eighth Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the

RP-2022-147799

Texas Property Code. I hereby certify that the information set forth in this Eighth Supplemental Notice is true and correct and the document attached to this Eighth Supplemental Notice is a true and correct copy of the original.

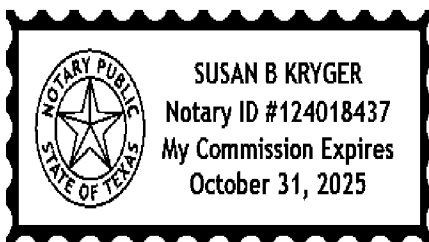
**WINDROSE COMMUNITY
ASSOCIATION, INC.**

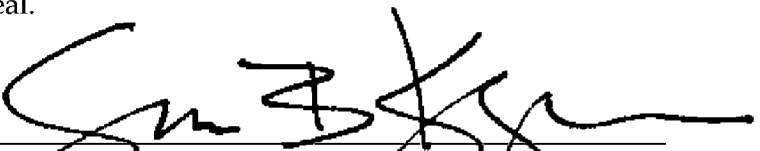
By: 
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 21st day of March, 2022, to certify which witness my hand and official seal.




Notary Public in and for the State of Texas

RP-2022-147799

LEASING AND OCCUPANCY POLICY
for
WINDROSE COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, William Duffy, President of Windrose Community Association, Inc., (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 21st day of February, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Leasing and Occupancy Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Leasing and Occupancy Policy is that property restricted by the restrictive covenant documents referred to in the Association's current Management Certificate filed of record in the Official Public Records of Real Property of Harris County, Texas for each subdivision under the jurisdiction of the Association, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Texas Property Code Section 204.010(a)(6) (the "Code") provides that a property owners' association, acting through its Board may regulate "the use, maintenance, repair, replacement, modification and appearance of the subdivision."

3. Pursuant to the Code, the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Lots located within Windrose.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within Windrose. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in Windrose.

LEASING AND OCCUPANCY POLICY

1. Definitions

- a. "Lot" means Lot as defined in the Declaration and any improvement existing on a Lot.
- b. "Tenant" means a person(s) who is authorized by a Lease to occupy a Lot or any

Leasing and Occupancy Policy for Windrose Community Association, Inc.

RP-2022-147799

portion of a Lot. Tenant includes any person(s) who occupies a Lot whether or not the person's name is on the Lease.

- c. "Lease" means any agreement between a Lot Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

2. Rules and Regulations

- a. No Lot may be leased for transient or hotel purposes. For purposes of this Policy, a Lease of a Lot for less than six (6) months is deemed to be the use of the Lot for transient or hotel purposes.
- b. Each Lease must be for a term of at least six (6) months. A new Lease for a term of at least six (6) months is required upon the expiration of a Lease. However, the Lease of a Lot on a month-to-month basis at the end of a Lease of six (6) months or longer shall be permitted when the month-to-month Lease is with the same Tenant.
- c. Only the entire Lot may be leased. The Lease of a room(s) or any other portion of a Lot is prohibited.
- d. Each Tenant is bound by and subject to all of the obligations under the Declaration, Bylaws and the rules and regulations of the Association and all other properly adopted Association rules, regulations, and policies.
- e. Not more than two (2) persons per bedroom may occupy a residence unless otherwise mandated by law. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- f. The Association may, but is not obligated to, perform a criminal background check(s) on any prospective Tenant eighteen (18) years of age or older using a service(s) of the Association's choice. For each prospective tenant that is (18) years of age or older, the Lot Owner and/or Tenant must provide the Tenant's legal name and date of birth to the Association to perform this background check. In the event that the Association performs a background check(s), the Lot Owner is responsible for paying the actual cost of each background check(s) plus an administrative fee of \$25.00 for each search to the Association before a Tenant occupies a Lot.
- g. The Association may promulgate a Tenant Questionnaire that must be completed by each Tenant.

- h. The Association may, but is not obligated to, require copies of the signed Lease and the Tenant Questionnaire to be provided to the Association at least ten (10) days before a Tenant occupies a Lot. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.
- i. The Association may, but is not obligated to, require an Owner to provide to the Association contact information, including the name, mailing address, phone number and e-mail address, of each person who will reside at the leased property, along with the commencement date and term of the lease.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Leasing and Occupancy Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 18 day of March, 2022.

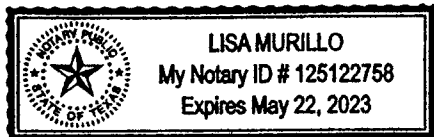
Windrose Community Association, Inc.

By: William R. Duffy
 Printed Name: William R. Duffy

Title: President

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of March, 2022, personally appeared William Duffy, President of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Lisa Murillo
 Notary Public in and for the State of Texas

Leasing and Occupancy Policy for Windrose Community Association, Inc.

RP-2022-147799

RP-2022-147799
Pages 6
03/21/2022 11:42 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$34.00

RECORDERS MEMORANDUM

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THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-147799

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WINDROSE COMMUNITY ASSOCIATION, INC.
ADOPTION OF CONTRACT PROCUREMENT POLICY**

The undersigned, Chuck Shelton, as the duly elected, qualified, and acting Secretary of Windrose Community Association, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on March 21, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 209.0052 of the Texas Property Code (the "Code") requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract for services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a bid process for the solicitation of bids and proposals for the purpose of complying with the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the contract procurement policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time, to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

RP-2022-164625

SECRETARY'S CERTIFICATE

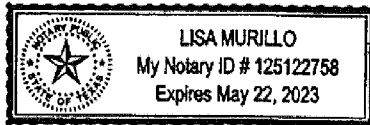
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Harris County, Texas.

Chuck Shelton
By: Chuck Shelton
Title: Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on March 21st 2022 by Chuck Shelton, Secretary of Windrose Community Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Lisa Murillo
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, A-150
Austin, Texas 78746

WINDROSE COMMUNITY ASSOCIATION, INC.
RESOLUTION ADOPTING CONTRACT PROCUREMENT POLICY

RP-2022-164625

EXHIBIT A

WINDROSE COMMUNITY ASSOCIATION, INC.
CONTRACT PROCUREMENT POLICY

The intent of this Contract Procurement Policy (the “Policy”) is to assist the Board of Directors (the “Board”) of Windrose Community Association, Inc. (the “Association”), or if applicable, its managing agent (the “Manager”) in the procurement of contracts for services in which it is anticipated that the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for services. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgment, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers and board members from responding in a timely manner to unusual or emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a “Services Contract”) in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days’ notice, only the payments due during the first ninety (90) days of the contract shall be included in the calculation of the costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. If a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of contracts for goods or for services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to the Policy under the following circumstances:

EXHIBIT A

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 Bidding Procedures. When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manager on facilitating a bidding process. The Board shall be responsible for insuring the appropriate level of preparation, detail, and due diligence have been met.

2.2. Requests for Quotation ("RFQ"). Prior to solicitation of competitive bids, the Board and/or the Manager will prepare a RFQ consisting of:

2.2.1 Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.

2.2.2 A scope of work, delivery and performance schedule, and any special instructions necessary.

2.2.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as the award shall be made to the lowest responsive and responsible bidder or the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost, and efficiency.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

- a. Precise statement of work in the case of services.
- b. Precise statement of product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example)

EXHIBIT A

- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate)
- d. Request statement of warranty (if appropriate)
- e. Contact information for vendors to ask questions.
- f. Quotation deadline date(s)
- g. Projected decision date
- h. Specification of bid minimum criteria
- i. Liability insurance requirement (if appropriate)
- j. Copies of appropriate licenses

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. In order for a bid to qualify as a “competitive bid”, there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the “competitively bid” criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of “competitively bid”.

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances existing that constitute an exception to the utilization of this Policy or there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for membership on the Board or the Manager to change over time, the persons currently serving as the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or Manager within the specified deadline.

EXHIBIT A

2.6 Bid Confidentiality. Bids submitted to the Board and/or Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 Interested Vendors. As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree by consanguinity or affinity (“**Related Person**”), or a company in which a current member of the Board or Related Person has a financial interest in at least fifty-one (51) percent of the profits of such company (hereinafter, an “Interested Vendor”) due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, offers of discount, familiarity with the needs of the Association, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

2.7.1 the Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community;

2.7.2 the interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract;

2.7.3 the material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and

2.7.4 the Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 Vendor Selection Considerations. The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a variety of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionally more diligence and effort. The following criteria should be considered:

3.1.1 Cost

3.1.2 Quality

3.1.3 Vendor qualification (appropriate resources, experience, and scale)

3.1.4 Previous history (positive or negative) with the Association or other local property owners associations.

EXHIBIT A

- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance)
- 3.1.6 References
- 3.1.7 Expertise and/or experience
- 3.1.8 Conflicts of interest
- 3.1.9 Proof of liability insurance (where applicable)
- 3.1.10 Proof of appropriate license(s) (where applicable)
- 3.1.11 Preference for local vendors

3.2 Selection of Winning Bid. The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist when there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals. If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contract. The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

EXHIBIT A

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

- 4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction.
- 4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution.
- 4.1.3 Vendors must provide proof of appropriate licensing and bonding.
- 4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included.
- 4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspection by the Association.
- 4.1.6 Subcontracting of any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility.
- 4.1.7 Contracts should specify appropriate terms including:
 - a. Timeframes (start and completion dates)
 - b. Renewal conditions
 - c. Termination clauses or sunset language
 - d. Warranty terms

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

- 4.2.1 Accepting vendor contract terms
- 4.2.2 Failing to obtain legal review of higher value contracts
- 4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association
- 4.2.4 Vague termination or sunset terms

EXHIBIT A

4.2.5 Failure to follow the Association's procurement policy

4.2.6 Vague warranty terms

RP-2022-164625

RP-2022-164625
Pages 10
03/29/2022 11:10 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-164625

**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
FOR
WINDROSE COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The undersigned, being the Managing Agent of Windrose Community Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas (the "Association"), submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously recorded:

1. Names of Subdivision: The names of the subdivision are Windrose, Oak Moss Village, Eagle Bend, Pinaster Pointe, Pine Lakes Promenade, Windrose Eaglewood, Windrose Auburn Ridge, and Windrose West, collectively referred to as "Windrose".
2. Name of Property Owners' Association: The name of the Association is Windrose Community Association, Inc.
3. Recording Data for the Subdivision:

Oak Moss Village, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390059 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Oak Moss Village, Section Two (2), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded under Film Code No. 398112 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Oak Moss Village, Section Three (3), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded under Film Code No. 533217 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Eagle Bend, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390053 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Eagle Bend, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399134 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

RP-2022-393073

Eagle Bend, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451120 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Pinaster Point, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 390047 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Pinaster Pointe, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 399140 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Pine Lakes Promenade, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 398149 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Pine Lakes Promenade, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 437002 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 436147 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 454018 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 451127 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Eaglewood, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 478082 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Tract SF-13, including Lots 1 through 18, Block 1 and Restricted Reserves A, B and C, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432021 of the Map

Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Tract SF-16, including Lots 1 and 2, Block 1, Lots 1 through 20, Block 2, Lots 1 through 53, Block 3, Lots 1 and 2, Block 4, and Lots 1 through 12, Block 5 and Restricted Reserves A, B, C, D, E, F, G, and H, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 432025 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose Auburn Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 472134 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 490110 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 499116 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 515050 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 523275 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 526290 of the Map Records of HP County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 530040 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 555085 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Eight (8), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 531192 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Nine (9), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 542045 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541115 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 541119 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Twelve (12), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556244 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 556248 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 576205 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Windrose West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 570236 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Wyndham Trail, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 567207 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

4. Recording Data for the Declaration:

- a. Document:
-

- (1) Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.
 - (2) Amendment to Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc.
 - (3) Supplementary Declaration of Covenants, Conditions and Restrictions for Eagle Bend, Section One (1).
 - (4) Supplementary Declaration of Covenants, Conditions and Restrictions for Pinaster Pointe.
 - (5) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc. Covering Oak Moss Village, Section Two.
 - (6) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Eagle Bend, Section Two.
 - (7) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Pinaster Pointe, Section Two.
 - (8) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Pine Lakes Promenade, Section One.
 - (9) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Promenade, Section One.
 - (10) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Trace SF-13.
 - (11) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Tract SF-16.
 - (12) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Pine Lakes Promenade, Section Two.
 - (13) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One.
 - (14) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, Inc., covering Windrose Eaglewood, Section One.
 - (15) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Eagle Bend Section 3.
-

- (16) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Covering Inc Windrose Eaglewood Section Two.
 - (17) Supplementary Declaration of Covenants, Conditions and Restrictions for Windrose Community Association, covering Inc, Windrose Auburn Ridge Section Three.
 - (18) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Covering Inc Windrose Eaglewood, Section Five.
 - (19) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section One.
 - (20) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two.
 - (21) Correction to Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Two.
 - (22) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Three.
 - (23) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Four.
 - (24) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eight (Phase I).
 - (25) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Five.
 - (26) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose Oak Moss Village, Section Three.
 - (27) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Six.
 - (28) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven.
 - (29) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Nine.
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- (30) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Ten.
- (31) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Eleven.
- (32) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Twelve.
- (33) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Seven.
- (34) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Thirteen.
- (35) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fifteen.
- (36) Supplementary Declaration of Covenants, Conditions, and Restrictions for Windrose Community Association, Inc. Covering Windrose West, Section Fourteen.

b. Recording Information:

- (1) Harris County Clerk's File No. 5549311.
 - (2) Harris County Clerk's File No. S583809.
 - (3) Harris County Clerk's File No. S549312.
 - (4) Harris County Clerk's File No. S549313.
 - (5) Harris County Clerk's File No. T088472.
 - (6) Harris County Clerk's File No. T088474.
 - (7) Harris County Clerk's File No. T088473.
 - (8) Harris County Clerk's File No. T267756.
 - (9) Harris County Clerk's File No. T267758.
 - (10) Harris County Clerk's File No. U130981.
 - (11) Harris County Clerk's File No. U130980.
 - (12) Harris County Clerk's File No. U284015.
 - (13) Harris County Clerk's File No. U284017.
 - (14) Harris County Clerk's File No. U744520.
 - (15) Harris County Clerk's File No. U794303.
 - (16) Harris County Clerk's File No. U952858.
 - (17) Harris County Clerk's File No. V110503.
 - (18) Harris County Clerk's File No. V345087.
 - (19) Harris County Clerk's File No. V504843.
 - (20) Harris County Clerk's File No. V504844.
 - (21) Harris County Clerk's File No. V666086.
 - (22) Harris County Clerk's File No. V878545.
 - (23) Harris County Clerk's File No. W423485.
-

- (24) Harris County Clerk's File No. W791500.
- (25) Harris County Clerk's File No. W858338.
- (26) Harris County Clerk's File No. W858341.
- (27) Harris County Clerk's File No. W912333.
- (28) Harris County Clerk's File No. X213388.
- (29) Harris County Clerk's File No. X311036.
- (30) Harris County Clerk's File No. X395195.
- (31) Harris County Clerk's File No. X776623.
- (32) Harris County Clerk's File No. X941844.
- (33) Harris County Clerk's File No. X968786.
- (34) Harris County Clerk's File No. Y089929.
- (35) Harris County Clerk's File No. Y273365.
- (36) Harris County Clerk's File No. 20070125055.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Windrose Community Association, Inc., c/o Chaparral Management Company, LLC - Spring, P.O. Box 681007, Houston, Texas 77268.
6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is: Chaparral Management Company, LLC - Spring. Address: P.O. Box 681007, Houston, Texas 77268. Phone No.: 281.537.0957. Email Address: cmc@chaparralmanagement.com.
7. The Association's Dedicatory Instruments are Available to Members Online at: www.chaparralmanagement.com (use the "find my community" search bar to locate the community webpage).
8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate Fee	\$375.00
Resale Certificate Update	\$75.00
Compliance Inspection (optional)	\$120.00
Transfer Fee	\$275.00
Fees for "Rush Service"	\$350.00 for 1 business day, \$250.00 for 3 business days, \$150.00 for 5 business days, and \$100.00 for 7 business days

RP-2022-393073

Executed this 29th day of July, 2022

WINDROSE COMMUNITY ASSOCIATION, INC.

By: Chaparral Management Company, LLC,
Managing Agent

By: Valerie Overbeck

Printed: Valerie Overbeck

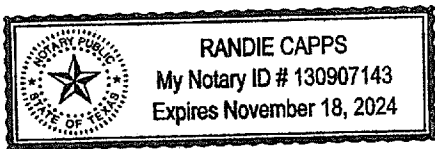
Its: VP of Client Relations

This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision or to report all information pertinent to the subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Valerie Overbeck of Chaparral Management Company, LLC, Managing Agent of Windrose Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 29 day of July 2022, to certify which witness my hand and official seal.



Randie Capps
Notary Public in and for the State of Texas

RP-2022-393073

RP-2022-393073
Pages 10
08/01/2022 03:39 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-393073

(#1)

513-94-5901 1

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINDROSE COMMUNITY ASSOCIATION, INC.**

Reserve

S549311

07/18/97 100520826 S549311 \$63.00

THIS DECLARATION is made on the date hereinafter set forth by PineLakes Limited Partnership, hereinafter collectively referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Houston, Harris County, State of Texas, that has been platted and subdivided into a subdivision known as Oak Moss Village, Section One, according to the plat thereof recorded under Clerk's File No. S544677, and Film Code No. 390059 of the Official Public Records of Real Property of Harris County, Texas.

Declarant desires to develop certain land, being a portion of Oak Moss Village, Section One, as a residential and commercial subdivision and subject it to this Declaration and to provide and adopt a uniform plan of development, including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of this land for the development, improvement, sale, use, and enjoyment of the Property as a residential and commercial subdivision for the benefit of this land and each owner of any part of this land. The land subject to this Declaration is referred to as the "Property."

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y*

The Property shall include the following Lots and Reserves:

- LOTS
- Lots 1 through 12 of Block 1
- Lots 1 through 11 of Block 2
- Lots 1 through 7 of Block 3

- RESERVES
- Landscape/Open Space - Restricted Reserve "A"

It has been deemed desirable, for the efficient preservation of values and amenities in the Property, to create an Association to which shall be delegated and assigned the powers of administering and enforcing the provisions of this Declaration including levying, collecting, and disbursing the assessments.

To exercise these functions, the WINDROSE COMMUNITY ASSOCIATION, INC., a non-profit corporation created under the laws of the State of Texas, has been incorporated. The directors of the Association have established By-Laws by which the Association shall be governed.

Declarant declares that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions of this

*Return to:
PineLakes Limited Partnership
14300 Cornerstone Village, # 116
Houston, Tx 77014*

513-94-3902

Declaration, all of which are adopted for and placed upon the Property; shall run with the Property and be binding on all parties who now or hereafter have or claim any right, title, or interest in the Property or any part of the Property, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired; and shall inure to the benefit of each

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to WINDROSE COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Builder" shall mean and refer to a department of Declarant or any other entity, except Developer, to which Declarant conveys Lots or Commercial Units for the purpose of constructing homes or other permitted structures thereon.

Section 4. "Commercial Unit" and "Commercial Units" shall include all land areas and reserves other than Lots and Common Open Areas and any additional land areas and reserves other than Lots and Common Open Areas that may thereafter be brought within jurisdiction of the Association. Each Commercial Unit shall contain 10,000 square feet of commercial land and shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 5. "Common Open Area" and "Common Open Areas" shall mean all real property owned by the Association for use as either undeveloped open space buffers or for the exclusive common use and enjoyment of the Owners, members of their families and guests and includes restricted greenbelt and landscape reserves.

Section 6. "Standard Lot" shall mean and refer to lots accessed by a public street to be identified and described as "Standard Lots," that may hereafter be brought within jurisdiction of the Association and upon which there has been or will be constructed a single-family residence.

Section 7. "Patio Home Lot" and "Patio Home Lots" shall mean and refer to Lots upon which there has been or will be constructed a single-family Patio Home.

Section 8. "Patio Home" shall mean and refer to a single-family residence constructed with a Zero Setback Line on a Patio Home Lot.

Section 9. "Cluster Lot" shall mean and refer to a lot accessed by a private street shown upon any recorded subdivision map of the Property that may hereafter be brought within jurisdiction of the Association and upon which there has been or may be constructed a one or two story single-family residence with an attached garage.

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Section 10. "Cluster Lot Zone" shall mean and refer to an area of single-family residences located on Cluster Lots.

Section 11. "Estate Lot" shall mean and refer to lots to be identified and described as "Estate Lots" and containing a minimum of one-half (1/2) acre of land that may hereafter be brought within jurisdiction of the Association.

Section 12. "Conveyance" shall mean and refer to conveyance of a fee simple title to the surface estate of a Lot or Commercial Unit from one Owner to another.

Section 13. "Lot" and "Lots" shall mean and refer to (a) any parcel of land shown upon any recorded subdivision map of the Property upon which there has been or may be constructed a single-family residence and shall include Standard Lots, Estate Lots, Patio Home Lots, Cluster Lots, Townhouse Lots, and Flag Lots, and (b) a Condominium Unit in a Condominium Unit Association.

Section 14. "Townhouse Lot" shall mean and refer to any parcel of land situated within the Property upon which there has been or may be constructed a residential townhouse and which land is made subject to residential townhouse use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

Section 15. "Declarant" shall mean and refer to PineLakes Limited Partnership, their successors and assigns.

Section 16. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Amendments hereto applicable to the Property recorded in the Office of the County Clerk, Harris County, Texas.

Section 17. "Development Period" shall mean and refer to that period of time in which Declarant is the Owner of any Lot or Commercial Unit.

Section 18. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 19. "Condominium Unit" shall mean and refer to any residence owned by an Owner within a multi-unit structure.

Section 20. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot or Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 21. "Property" shall mean and refer to that portion of Oak Moss Village, Section One, a subdivision in Harris County, Texas, that is subject to the Declaration and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 22. "Transfer" shall mean and refer to the transfer of the surface estate of a Lot or Commercial Unit from one legal entity to any department thereof or to another legal entity whether or not the owner of record changes.

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Section 23. "Developer" shall mean and refer to a purchaser of a portion of the Property who records a subdivision map or plat for the purpose of constructing and selling Lots to another entity.

Section 24. "Developer/Builder" shall mean and refer to a purchaser of a portion of the Property who records a subdivision map or plat for the purpose of constructing Lots and single-family residences on the Lots.

Section 25. "Flag Lot" shall mean and refer to a Lot with a linear frontage along a public street of twenty (20) feet, or greater, to be identified and described as a "Flag Lot" in Supplementary Declaration(s) of Covenants and Restrictions and that may hereafter be brought within jurisdiction of the Association and upon which there has been or will be constructed a single-family residence.

ARTICLE II RESERVATIONS, EXCEPTIONS, DEDICATIONS AND CONDEMNATION

Section 1. Incorporation of Plat. The subdivision plat of Oak Moss Village, Section One, dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the subdivision plat, to the extent they apply to the Property, are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant, conveying each Lot or Commercial Unit within the Property.

Section 2. Declarant's Reservation. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or Commercial Unit within the Property by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadway or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, audio, video, security or communication facility or system or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon the Property or any part of them to serve the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 3. Reservation of Minerals. The Properties and any future land made subject to this Declaration, are hereby subjected to the following reservation and exception: Declarant reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record, all oil, gas and other minerals in, on and under the land, but except for areas designated for mineral development purposes by plat or separate instrument, Declarant waives the right to use the surface of the Properties for exploring, drilling for, producing and mining oil, gas and other minerals, provided that Declarant retains and reserves the right to pool the Properties with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the Properties below

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the depth of one hundred feet by means of wells located on the surface of the land outside the Properties. These exceptions, retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their respective interests of record.

Section 4. Condemnation. If all or any part of the Common Open Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners known to the Association to have an interest in any Lot or Commercial Unit. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as follows. If an action in eminent domain is brought to condemn a portion of the Common Open Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such portion of the Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the Association. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Open Areas so taken or damaged. In the event it is determined that such Common Open Areas should be replaced or restored by obtaining other land, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners. If it is determined that the Common Open Area should not be replaced, the Association shall pay the funds received as damages to the account of each Owner and First Mortgagee, if any, as their interests may appear.

ARTICLE III PROPERTY RIGHTS

Section 1 Owner's Easements of Enjoyment. Every Lot and Commercial Unit Owner who resides on the Property shall have a right to an easement of enjoyment in and to the Common Open Areas which shall be appurtenant to and shall pass with the title to every Lot or Commercial Unit, subject to the following provisions:

- (a) the right of the Association to grant or dedicate easements in, on, under or above the Common Open Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property of any part thereof;

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(b) the right of the Association to prevent an Owner from planting, placing, fixing, installing or constructing any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any personal property on the Common Open Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Open Areas in violation of the provisions of the subsection and to assess a fine and the cost of such removal against the Owner responsible;

(c) the right of Declarant (and its sales agents and representatives) and its assigns to the non-exclusive use of the Common Open Areas and the facilities thereof, for display and exhibit purposes in connection with the sale of Lots or Commercial Units within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than fifteen (15) years after conveyance of the Common Open Areas within the Property to the Association; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the Common Open Areas;

(d) the right of the Association to limit the number of guests of Owners utilizing the recreational facilities and improvements owned by the Association and provided upon Common Open Areas;

(e) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facilities owned by the Association; and

(f) the right of the Association to suspend the voting rights of an Owner and the Owner's right to use any recreational facility of the Association during the period the Owner is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against a Lot or Commercial Unit and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its By-Laws or at law or in equity on account of any such default or infraction.

Section 2. Delegation of Use. Owners subject to an easement of enjoyment in and to the Common Open Areas may delegate, in accordance with the By-Laws, their right to or enjoyment of the Common Open Areas to members of their families, tenants or contract purchasers who reside in Owner's residential dwelling or commercial structure.

Section 3. Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot or Commercial Unit owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Open Areas thereon or by abandonment of Owner's Lot or Commercial Unit.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Member Each person or entity who is a record Owner of any of the Property which is subject to assessment by the Association shall be a Member of the Association. The

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foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Section 2. Voting Classes. The Association shall initially have three classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant (except as hereinafter provided) and shall be entitled to one vote for each Lot or Commercial Unit owned. When more than one person holds an interest in any Lot or Commercial Unit, all such persons shall be members. The vote of such Lot or Commercial Unit shall be exercised as the persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot or Commercial Unit owned.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or Commercial Unit owned. Class B membership shall cease and be converted to Class A membership on January 1, 2015.

Class C. The Class C member shall be Developer and Developer/Builder and shall be entitled to two (2) votes for each Lot owned. Class C membership shall cease and be converted to Class A membership on January 1, 2015.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Annual assessments and special assessments are to be established as hereinafter provided. For each Lot or Commercial Unit owned by Declarant within the Property, Declarant hereby covenants to pay annual assessments and special assessments to the Association. For each Lot platted on a subdivision map by Developer or Developer/Builder, Developer or Developer/Builder by acceptance of a deed for a portion of the Property included in said subdivision map is deemed to covenant and agrees to pay annual assessments and special assessments to the Association, whether or not it shall be so expressed in such deed. For each Lot or Commercial Unit owned by an Owner, Owner by acceptance of a deed for said Lot or Commercial Unit is deemed to covenant and agrees to pay annual and special assessments to the Association, whether or not it shall be so expressed in such deed.

The regular and special assessments, together with interest, penalties, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing and contractual lien upon the Lot or Commercial Unit against which each such assessment is made. Each such assessment, together with interest, penalty, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot or Commercial Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

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Section 2. Purposes of Assessment. The assessments levied by the Association shall be used exclusively for the community, civic and social welfare and benefit of the Property and the Owners, for the purposes determined by the Association to be appropriate in accordance with its Articles of Incorporation and By-Laws, including (but not limited to) municipal services; educational and recreational services and facilities; improvement and maintenance of the Common Areas; maintenance and lighting of streets within the Properties; police and security service; garbage and refuse removal and collection; mosquito abatement; and other services, facilities, and activities that may be in the community's interest.

Section 3. Amount of Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the amount of the annual assessment shall be \$_____ per Lot or Commercial Unit. An annual assessment in excess of this amount may be established for specific lots for purposes compatible with those included in the Articles of Incorporation, for services and purposes which are applicable only to the specific lots. These additional assessment amounts shall be further determined by Supplementary Declaration(s) of Covenants, Conditions and Restrictions.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the maximum annual assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership by the percentage change by which the Consumer Price index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by fifteen percent (15%), whichever is greater. As used herein, the 'Consumer Price Index' shall mean the year-end Consumer Price Index for All-Urban consumers, published by the U.S. Department of Labor (or a generally accepted replacement should such Index no longer be published).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner the maximum annual assessment may be increased above the rates specified in this Section 3, Paragraph (a) by a vote of a majority of the votes of the Members entitled to vote in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year after January 1 of two (2) years immediately following the conveyance of the first lot, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost for necessary purposes of the Association, such as the construction, reconstruction, repair or replacement of a capital improvement in the Common Open Areas, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

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Subsequent meetings can continue to be called in the aforesaid manner with the required quorum at any subsequent meeting(s) being one-half (1/2) of the required quorum at the preceding meeting until a quorum is present and votes are cast. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots and Commercial Units within the Property shall bear their applicable assessments. A Lot or Commercial Unit assessment shall be assessed against a Developer, Developer/Builder, Builder or Owner instead of Declarant in accordance with Article V, Section 7, and when there is written confirmation, reservation or conveyance of said Lot or Commercial Unit by Declarant in favor of Developer, Developer/Builder, Builder or Owner.

- (a) Lots and Commercial Units owned by Declarant shall be assessed at the rate of 50% of the annual assessment.
- (b) Lots owned by Developer shall be assessed at the rate of 50% of the annual assessment.
- (c) Lots owned by Developer/Builder shall be assessed at the rate of 66% of the annual assessment.
- (d) Lots owned by Builder shall be assessed at the rate of 100% of the annual assessment.
- (e) Lots and Commercial Units owned by Owner shall be assessed at the rate of 100% of the annual assessment.

As used in this Section 6, the term "Declarant" shall be construed to mean only PineLakes Limited Partnership, and its successors and assigns, acting in their capacity as land developers; and a Lot or Commercial Unit owned, reserved or held by a home building division or any commercial construction division of Declarant shall be subject to full assessment as provided herein.

Section 7. Date of Commencement of Annual Assessments. Date of commencement of annual assessments as provided for herein shall be as follows and the first annual assessment shall be adjusted according to the number of months remaining in the fiscal year:

- (a) For Declarant, the annual assessments shall commence as to all Lots within the Property on the first day of the month following the effective date of this Declaration and shall commence as to all Lots which may be added or annexed to the Property on the first day of the month following the effective date of any such annexation.
- (b) For Developer, the annual assessments shall commence as to all Lots on the first day of the month following the recordation of his platted subdivision map.
- (c) For Developer/Builder, the annual assessments shall commence as to all Lots on the first day of the month following the recordation of his platted subdivision map.
- (d) For Builder, the annual assessments shall commence as to all Lots on the first day of the month following the transfer or conveyance of a Lot from Declarant or Developer to a Builder.

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(e) For Owner of a Commercial Unit, the annual assessments shall commence as to all Commercial Units on the first day of the month following the conveyance of the land area comprising a Commercial Unit from Declarant to Owner.

The Board of Directors shall fix the amount of the annual assessment against each Lot or Commercial Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot or Commercial Unit have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the maximum lawful rate or twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Commercial Unit.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Commercial Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Commercial Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Commercial Unit from liability of any assessments which thereafter become due or from the lien thereof.

Section 10. Exempt Properties. Any portion of the Property dedicated to and accepted by a local public authority, or owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to residential dwelling or commercial use shall be exempt from said assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The Property is a part of a greater community development commonly known as WindRose. The overall plan for the development of the various areas and sections which make up WindRose contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the area. For this purpose, Declarant and its assigns shall have the right and responsibility to review and approve plans and specifications for all new construction on the Property. Declarant also reserves the right to assign to another party all or any part of its rights and responsibilities to create, administer, review and/or approve plans and specifications for new construction on any part or all of the Property. The Association shall have the right and responsibility to review and approve plans and specifications for all modifications to existing residential improvements, except as otherwise herein provided. The Board shall appoint the Architectural Review Committee as a committee of its Board to

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accomplish this purpose. Declarant and its assigns shall function independently and concurrently from the Architectural Review Committee as to their respective jurisdictions, except that Declarant and its assigns shall relinquish all construction approval authority to the Architectural Review Committee on or before twenty-five (25) years from the date of this Declaration, at which time full authority will become vested with the Association. Declarant, its assigns, and the Architectural Review Committee may at any time appoint persons to act in their behalf.

Declarant has the right to assign to another party all or any part of its rights and responsibilities to create, administer, review and/or approve plans and specifications for any or all modifications to existing residential improvements, as well as its rights to enforce said plans and specifications and its rights of enforcement under Article IX, Section 26, Enforcement.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any dock, boat house or other structure be commenced, erected or maintained in any water adjacent to the Property, nor shall any exterior addition to or change or alternation to such structures or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, reroofing materials, patio covers and trellises, plans for off street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or Commercial Unit or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans and to receive reimbursement from Owner for any costs expended in this effort. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as complying with the applicable Minimum Construction Standards and Commercial Development Guidelines adopted and promulgated from time to time for the Property by Declarant, or its assigns, shall be only for such purposes and shall not serve as approval for any other purpose.

Section 2. No Liability. Neither Declarant and its assigns, the Association, its Board of Directors, nor the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot or Commercial Unit affected by these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

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Section 3. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee, or its designated representative, shall appear of record in the office of the Harris County Real Property Records, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Rules and Regulations. Declarant may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI, including Minimum Construction Standards and Commercial Development Guidelines. The Architectural Review Committee may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI, including adoption of detailed architectural guidelines.

Section 5. Variances. The Architectural Review Committee may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in Article IX of this Declaration under the jurisdiction of such Committee pursuant to this Article VI, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all Common Open Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Open Areas.
- (c) Have the authority to obtain, for the benefit of all of the Common Open Areas, all water, gas and electric services and refuse collection.
- (d) Grant easements where necessary for utilities, drainage, and sewer facilities over the Common Open Areas to serve the Common Open Areas and the Property in general.
- (e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

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- (f) Have the authority to contract with a management company for the performance of maintenance and repair and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of one (1) year, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association without a termination fee for cause upon thirty (30) days' written notice or without cause by either party upon ninety (90) days' written notice.
- (g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
- (h) Have the power to establish and charge reasonable fees pertaining to architectural approval or home business registration.
- (i) Have the power to establish and charge fines or penalties for violations of any restrictions, conditions, or covenants.
- (j) Have the duty to landscape and maintain the improvements, landscaping and entry markers upon the Common Open Areas described herein.
- (k) Have the duty to maintain the perimeter walls or fences located at entrances to the Property, Common Open Areas, greenbelt buffers, parks, and fencing and walls located on the Common Open Areas, portions of Lots or Commercial Units described herein.

**ARTICLE VIII
UTILITY BILLS, TAXES AND INSURANCE**

Section 1. Obligations of Owners.

- (a) Each Owner shall have separate electric, gas and water meters and shall directly pay for all electricity, gas, water, sanitary sewer service, telephone service, security systems, cable television and other utilities used or consumed by Owner.
- (b) Each Owner may directly render for taxation Owner's Lot or Commercial Unit and improvements thereon, and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Lot or Commercial Unit.

Section 2. Obligations of the Association.

- (a) The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Open Areas or any part thereof.
- (b) The Association may render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Open Areas and the improvements and the property appertaining thereto.

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(c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Open Areas and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Open Areas.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as herein above provided shall be paid as a common expense of all Owners and shall be paid out of the assessments.

ARTICLE IX RESTRICTIONS OF USE FOR RESIDENTIAL LOTS

Section 1 Single Family Residential Construction. Subject to Subparagraph (b) and Sections 2 and 13 of this Article, each Lot shall be used only for single-family residence purposes.

(a) On a Standard Lot, no building shall be erected, altered or permitted to remain other than one single-family detached residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars. Occupied space may be built above a detached garage provided that the detached garage structure shall not exceed the main dwelling in height or number of stories.

(b) On an Estate Lot, no building shall be erected, altered or permitted to remain other than one single-family detached residential dwelling and a bonafide servants quarters not to exceed two (2) stories in height, and a private garage for not more than three (3) cars on a lot of one-half (1/2) acre or less or a private garage for not more than five (5) cars on a lot larger than one-half (1/2) acre. Occupied space may be built above a detached garage provided that the detached garage structure shall not exceed the main dwelling in height or number of stories.

(c) On a Patio Home Lot, no building shall be erected, altered or permitted to remain other than one single-family detached residential dwelling not to exceed two (2) stories in height, and a private garage for not more than two (2) cars.

(d) On a Townhouse Lot, no building shall be erected, altered or permitted to remain other than one single-family townhouse residential dwelling not to exceed three (3) stories in height, and a private garage for not more than two (2) cars.

No such residence shall be constructed on less than the equivalent of one full Lot as defined in this Declaration or that may appear on any recorded plat or replat approved by Declarant or its assignee. No garage shall be converted to livable, occupied space.

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Section 2. Home Businesses: Prohibition of Offensive or Commercial Use. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Lot or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes except that a single-family residence may also be used to conduct a home business if the Owner (1) has registered with the Association, (2) has paid any applicable assessments or fees levied by the Association and (3) is in compliance with the following standards:

- (a) No more than two people will be allowed to be employed in the home occupation, and at least one of those employed must be a resident of the home.
- (b) A home occupation shall not create significant additional vehicular or pedestrian traffic to the residence;
- (c) No sign for the home occupation shall be displayed on the house or property;
- (d) There shall be no visible or outdoor storage or display of materials or products;
- (e) There shall be no exterior evidence of the conduct of a home occupation;
- (f) The conduct of any home occupation shall not reduce or render unusable areas provided for the off-street parking for the residents nor prevent the number of cars intended to be parked in the garage from being parked; and
- (g) There shall be no process used in the home occupation that is hazardous to public health, safety or welfare. No toxic, explosive, radioactive or other restrictive materials not normally used in a single-family dwelling shall be used or stored on the site.

The Association is authorized to promulgate rules and regulations to insure that home businesses comply with the above standards and to make factual determinations regarding the impact of the home business on the residential character of the neighborhood. If, in the judgment of the Association, a home business has a detrimental impact on the residential quality of the neighborhood or otherwise constitutes a nuisance, it is authorized to revoke the Owner's home business registration and pursue any other available remedies.

Notwithstanding the above, Declarant, its successors or assigns, or Builders may use the Property for model homes display and sales offices during the Development Period, during construction or until all new homes on the Property have been sold.

Section 3. Minimum Square Footages. No living area shall be less than the minimum square footage. Living area includes finished and habitable space exclusive of porches and garages.

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- (a) For Standard Lots, the minimum square footage is 1,500 square feet.
- (b) For Estate Lots, the minimum square footage is 3,000 square feet.
- (c) For Patio Home Lots, the minimum square footage is 1,200 square feet.
- (d) For Townhouse Lots, the minimum square footage is 1,200 square feet.

Declarant shall have the right to modify these minimum square footage requirements for any additional land annexed into the Association and made subject to this Declaration.

Section 4. Building Materials. The predominant exterior materials of the main residential structure, garage, accessory buildings and other structures, whether attached or detached, shall be masonry, stucco, stone or wood.

Section 5. Location of Improvements Upon the Lots. No building shall be located on any Lot nearer to the front line nor nearer to the side street line than the minimum building setback lines shown on the recorded plats. No building shall be located on any Lot nearer than ten (10) feet to any side or rear street line. Building setbacks from interior side and rear lot lines shall be subject to the following provisions:

(a) Subject to the provisions of Article VI, Section 1 and Article IX, Section 6, no building on Standard Lots shall be located nearer than five (5) feet to an interior side lot line, except that a detached garage located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purpose of this provision, eaves, steps, box-type windows and unroofed ground-level terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any improvement on a Standard Lot to encroach within three (3) feet of the side or rear lot line or upon another Standard Lot.

(b) Subject to the provisions of Article VI, Sections 1 and 5, Article IX, Section 6, and Article XI, Section 8, location of improvements upon Estate Lots and Townhouse Lots shall be further determined by Supplementary Declaration(s) of Covenants, Conditions and Restrictions.

(c) Subject to the provisions of Article VI, Sections 1 and 5, and Article IX, Section 6, the dwelling on each Patio Home Lot shall be designed and constructed in such a manner as to incorporate a privacy wall of masonry or wood without windows, doors or openings, the exterior surface of which shall be located adjacent to and abutting a side lot line which is the Zero Setback Line on the Lot. No building, patio cover, trellis, accessory or appurtenant structures on Patio Home Lots shall be located nearer than six (6) feet from the interior side lot line that is opposite the Zero Setback Line on the Lot. Each dwelling on a Patio Home Lot shall be constructed a minimum of eight (8) feet from the rear lot line, excluding patios. Said 'Location of Improvements' on Patio Home Lots will continue so long as completed dwellings or dwellings under construction remain on any Patio Home Lots.

For the purpose of these restrictions, carports or porte cocheres located on Lots shall be considered as garages and shall meet all the requirements for detached garages, including location, materials, and construction. Access to corner lot garages directly from side streets is prohibited unless specifically approved by Declarant or its assignee.

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Declarant shall have the right to modify these setback criteria for any additional land annexed into the Association and made subject to this Declaration, and Declarant shall establish building setback criteria for uses other than single-family residential on a case-by-case basis.

Section 6. Deviations. Declarant at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements on the Lots and building materials in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that lot only.

Section 7. Composite Building Sites. Any Owner of two (2) adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site not to exceed two (2) lots total, with the privilege of placing or constructing improvements on such resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block on the recorded plat of which it is a part. Any revision of lot sizes is subject to all applicable regulations and laws.

Section 8. Utility Easement Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected on any of such easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or improvements located on the land covered by such easements.

Section 9. Patio Home Lot Universal Easement. The Owner of each Patio Home Lot within the Property is hereby declared to have a Universal Easement, and the same is hereby granted to Declarant, over all adjoining Patio Home Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the buildings, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in willful misconduct of said Owner or Owners. In the event a structure on any Patio Home Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Patio Home Lot agree that minor encroachments over adjoining Patio Home Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Patio Home Lot within the Property is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Patio Home Lot for the maintenance thereof. Each of the easements herein above referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Patio Home Lot being served and shall pass with each conveyance of said Patio Home Lot. Said Universal Easement will continue so long as completed dwellings or dwellings under construction remain on any Patio Home Lots.

Section 10. Patio Home Lot Wall Maintenance Easements. All Patio Home Lots within the Property shall be conveyed subject to a three (3) foot wide easement adjacent to the side lot line of the Zero Setback Line of the adjoining Patio Home Lot, which easement shall be for

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the benefit of the adjacent Patio Home Lot, and the right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set forth below, shall be granted or reserved by reference to this Section. The following rules prescribe the terms, conditions and uses of said easements, both by the Owner of the easement (the dominant tenement) and the Owner of the land under the easement (the servient tenement).

(a) The Owner of the Patio Home Lot which is benefited by the easement (the dominant tenement), except as otherwise provided in this Section, shall have the use of the surface of the easement area for the sole and only purpose of the maintenance, painting, repairing and rebuilding of the side privacy wall, fence or eave which are situated adjacent and abutting the easement area.

(b) The Owner of the land under the easement (the servient tenement) shall have the right at all reasonable times to enter upon the easement area for normal residential use including maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(c) The Owner of the servient tenement shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenement and the dominant tenement shall not use the easement area in such a manner as will interfere with such drainage.

(d) The Owner of the dominant tenement shall not attach any object to the side of the privacy wall, fence or eave facing onto the easement area. No structure shall be constructed or placed upon the easement area by either the Owners of the dominant or servient tenement.

(e) The Owner of the dominant tenement as a condition to the exercise of the right of access provided for shall indemnify and hold harmless the Owner of the servient tenement from damage to shrubs, plants, flowers, trees, lawn, sprinklers, hose bibs, and other landscaping directly resulting for the exercise of such right.

(f) The Owner of the servient tenement shall indemnify and hold harmless the Owner of the dominant tenement from damage to the wall and/or building located on the dominant tenement which damage is caused by any use of the easement area by the servient tenement.

The aforesaid Wall Maintenance Easements will continue so long as completed dwellings or dwellings under construction remain on any Patio Home Lots.

Section 11. Patio Home Lot Reclassification. In the event Patio Home Lots, upon which no construction of any type has commenced, are reclassified to a Standard Lot status, the provisions of Article IX, Section 5 (c), Section 9, and Section 10, shall no longer apply.

Section 12. Electrical Distribution Service. An electric distribution system will be installed in the Property, in a service area that will embrace all of the lots which are platted in the Property. In the event that there are structures containing multiple dwelling units (such as townhouses) constructed within the Property, then the underground service area shall embrace all of the dwelling units involved. The Owner of each lot containing a single dwelling unit, or in the case of multiple dwelling unit structure, the Owner or building developer, shall, at

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its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter.

Declarant, Developer, or Developer/Builder, has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner and developer thereof, shall at its own cost, furnish, install own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as this service is maintained in the Property, the electric service to each dwelling unit shall be underground, uniform in character, and exclusively of the type known as single phase, 1 20/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the electric distribution system in the Property at no cost to Declarant, Developer, or Developer/Builder (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's, Developer's, or Developer/Builder's representation that the lots are being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), built for sale or rent, and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant, Developer, or Developer/Builder, or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would invoke a per front lot foot payment if such action had been undertaken in the Property, such Owner or applicant for service shall pay the electric company \$1.75 per front lot foot or amount deemed applicable by electric company, unless the electric company has previously been paid for service to the reserve(s). The provisions of the two preceding paragraphs do not apply to any future nonresidential development in the reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided the Lot Owner makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways prior to construction thereof.

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Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Declarant, Developer, Developer/Builder, nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Lot Owner located on the land covered by such easements.

Section 13. Audio and Video Communication Service. In the event that audio and video communication services and facilities are made available to any Lot by means of an underground coaxial cable system, there is hereby reserved to the company furnishing such services and facilities a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by the company furnishing the service from the utility easement nearest to the point of connection on the permanent improvement of structure constructed, or to be constructed, upon the Lot and in a direct line from the nearest utility easement to the point of connection.

Section 14. Temporary Structures and Out Buildings. No structures of temporary character, nor any recreational vehicle, mobile home, trailer, tent, shack, garage, barn, playhouse or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence. Temporary structures may be used as sales offices or as construction offices and for other related purposes by Declarant, Developer, Developer/Builder, or Builder during the construction and sales period. Such structures shall be maintained and shall be removed at completion and sale of all construction of this subdivision.

(a) On a Standard Lot, Patio Home Lot or Townhouse Lot, outbuildings or structures, whether temporary or permanent, used for accessory, playhouse, storage or other purposes shall be limited to eight (8) feet in height and one hundred (100) square feet in area and must be approved in accordance with Article VI, Section 1 of this Declaration.

(b) On an Estate Lot, outbuildings or structures, whether temporary or permanent, used for playhouse, storage or other purposes shall be limited to eight (8) feet in height and one hundred (100) square feet in area and must be approved in accordance with Article VI, Section 1 of this Declaration. Permanent accessory outbuildings or structures shall be limited in height to one (1) story.

Section 15. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets (not to exceed two of each category) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a Lot.

Section 16. Walls, Fences and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by Declarant or the Architectural Review Committee.

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Perimeter fencing on all Lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and architectural standards established by Declarant or the Architectural Review Committee.

Fences of wire or chain link construction are not encouraged. If approved by the Architectural Review Committee they shall be allowed only with full vegetative screening of visibility outside the subject lot.

The design and materials of all fences shall be approved by the Architectural Review Committee prior to construction pursuant to the approval requirements of Article VI, Section 1, of this Declaration.

(a) Subject to the provisions of Article VI, Sections 1 and 5, Section 6 of this Article and Article XI, Section 8, location and descriptions of walls, fences, planters, and hedges on Standard Lots, Estate Lots and Townhouse Lots shall be further determined by Supplementary Declaration(s) of Covenants, Conditions and Restrictions.

(b) Subject to the provisions of Article VI, Sections 1 and 5, Section 6 of this Article and Article XI, Section 8, on a Patio Home Lot no wall, fence, planter, or hedge shall be erected or maintained nearer to the front building setback line. No rear fence, wall, or hedge and no side fence, wall, or hedge shall be more than six (6) feet high. Any wall, fence, or hedge erected as protective screening on a Patio Home Lot by Declarant, its agents or assigns, or Builder shall pass ownership with title to the Patio Home Lot, and it shall be the Owner's responsibility to thereafter maintain said protective screening.

Declarant, at its sole discretion, is hereby permitted to grant deviations in height, location, and construction materials related to fences and walls which in its judgment will result in a more beneficial use.

Section 17. Antennae and Satellite Dishes. Subject to Section 13 of this Article, no electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications or any electronic antennae of any kind shall be constructed, erected, placed or permitted to remain on any Lot or any residential dwelling or outbuilding or any other structure thereon.

No electronic, radio, or television satellite dish or any other type of receiving or transmitting dish or any other similar equipment is permitted on any Lot unless it is erected, placed or mounted in such a manner that from a street, adjacent lot or land, or from any other portion of the Property, no portion is visible from a height of six (6) feet or less. "Small 18" or similar satellite television telecommunications receiving apparatus may be mounted in a visible location as long as it is not visible from the street, if it is shown to the satisfaction of the Architectural Review Committee that the proposed location is the least visible one which will provide clear reception.

Section 18. Heating and Cooling Devices. No single-family construction, private garage or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property. Heating and cooling devices may be used in windows or other

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openings of any structure used by Declarant or a Builder during the construction and sale of all structures of this subdivision.

Section 19. Visual Screening. All clothesline, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not allowed to accumulate thereon.

Section 20. Visual Obstructions at the Intersections of Public Street. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 21. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and neatly maintained and shall in no event use any Lot for storage of material and equipment except for normal residential purposes or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish.

Section 22. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on any public street right-of-way, front yard area or on driveways. Permanent or semi-permanent storage of such vehicles or items must be completely screened from public view either within the garage or behind a solid fence. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for forty-eight (48) or more consecutive hours. No eighteen-wheel vehicles and other similar large van or flat-bed type vehicles may be parked on any public street right-of-way, front yard area or on driveways except to deliver merchandise or other materials to residents or construction sites.

Section 23. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of a Lot or Common Open Areas except for one sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent, and except signs used by Declarant, Developer, Developer/Builder or Builder to advertise the Lot during the construction and sales period. The Declarant and the Association shall have the right to remove any signs, advertisements or billboard or structure which is placed on said Lot or Common Open Areas, in violation of this section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 24. Removal of Soil and Trees. The digging of soil or the removal of soil from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of

513-94-3923

written approval for such cutting by Declarant or the Architectural Review Committee, given in their sole discretion.

Section 25. Roofing Material. Roofing materials shall include composition shingles having a minimum warranty period of 20 years. Composition shingle roofs shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Other roofing materials and colors may be approved individually by the Declarant, its assigns, or the Architectural Review Committee.

Section 26. Enforcement. In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements herein set forth, such default continuing after ten (10) days' written notice thereof, the Declarant or the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or the occupation of the Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's and continuing contractual lien shall be retained by Declarant at the time of conveyance of each Lot in favor of Declarant or the Association, but inferior to a purchase money lien or mortgage. Such vendor's and continuing contractual lien shall be applicable and effective whether mentioned specifically or omitted in each conveyance of a Lot by Declarant.

**ARTICLE X
MORTGAGEE NOTICE; MANAGEMENT AGREEMENTS;
RESERVE FUNDS; LEASES**

Section 1. Notice to First Mortgagees. Upon written request to the Association at the address of the Association's registered agent filed with the Secretary of State for the State of Texas, all holders of first mortgage liens on Lots and Commercial Units, hereinafter called "First Mortgagees," shall be entitled to:

- (a) inspect the books and records of the Association during normal business hours at a time mutually convenient to Declarant and First Mortgagee;
- (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year; (c) receive written notice of all meetings of the Association and designate a representative to attend all such meetings;
- (c) upon request, receive notice of any default in the performance by the First Mortgagee's mortgagor of any obligation under this Declaration, the By-Laws or Articles of Incorporation of the Association which is not cured within sixty (60) days;
- (d) receive notice of any abandonment or termination of the development;
- (e) receive notice of any material amendment to this Declaration, or to the By-Laws or Articles of Incorporation of the Association; and

513-94-3924

- (f) receive notice of any decision to terminate professional management and assume self-management.

Section 2. Mortgagee Required Approval. Unless all of the First Mortgagees who have notified the Association pursuant to Section 1 of this Article have given their prior written approval, the Association shall not be entitled to:

- (a) fail to maintain fire and extended coverage on insurable improvements in Common Open Areas, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and
- (b) use hazard insurance proceeds for losses to any improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements.

Section 3. Reimbursement to Mortgagees for Payment of Taxes or Insurance Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Open Areas and may pay overdue premiums of hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for improvements in the Common Open Areas, if any, and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 4. Insurance on Condemnation Proceeds; Notice. No provision of this Declaration or of the By-Laws or Articles of Incorporation of the Association shall be construed as giving an Owner or other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Open Areas. An institutional holder of a first mortgage shall be entitled to receive timely written notice of substantial damage to or a taking of the Common Open Areas.

Section 5. Management Agreements. Any management agreement will be terminable by the Association without payment of a termination fee for cause upon thirty (30) days written notice or without cause by either party upon ninety (90) days written notice. The term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

Section 6. Reserve Fund. Association budgets shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Open Areas that must be replaced on a periodic basis and will be payable in regular installments as part of the common assessment.

Section 7. Leases. Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of this Declaration, the By-Laws and Articles of Incorporation of the Association whether or not reference is made to the Declaration, By-Laws and Articles of Incorporation in the lease.

513-94-3925

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 3. Duration; Amendment. The provisions of this Declaration shall run with and bind the Property for a term of twenty-five years from this date, after which time they shall be automatically extended for successive periods of ten years.

Deeds of conveyance of Lots or Commercial Units or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the restrictive grantees.

This Declaration may be amended during the first twenty-five year period by an instrument signed by a sufficient number of Owners representing not less than two-thirds (2/3) of the votes in the Association, and thereafter by an instrument signed by a sufficient number of Owners representing not less than fifty percent (50%) of the votes. In addition, any amendment hereto (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of Common Open Areas, or (iii) to use hazard insurance proceeds for losses to the improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements shall require the additional approval of two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage owned).

The Declarant reserves the right during the Development Period, without joinder or consent of any Owner, Developer, Developer/Builder, Builder or mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, Federal Housing Administration, or other government related financing party, provided that no such amendment shall change the vested property rights of any Owner or adversely affect the general development plan of a Developer or Developer/Builder, except as otherwise provided herein.

Notwithstanding anything to the contrary contained in the Declaration, as amended, the following provision supersedes and controls: Declarant reserves the right in its sole discretion to amend or alter the provisions and restrictions set out in the Declaration as amended, without the joinder or consent of any Owner, Builder or Mortgagee, until such time as all Lots in the

513-94-3926

Property are owned by others than Declarant if it is, in the opinion of Declarant, in the best interest of all property owners.

All amendments shall be recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 4. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or Commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 8. Annexation

(a) Additional land or lands may be annexed to the Property with the consent of two-thirds (2/3) of each class of members, and the approval of the Owner(s) of the land to be annexed.

(b) Notwithstanding anything contained in Subparagraph (a) above, or any other provision herein, Declarant, its successors or assigns, shall have the right, without the consent of any other Owners or any First Mortgagee, to bring within the scheme of the Declaration, in one (1) or more future stages, sections or additions, those additional lands or portions thereof as described in Exhibit A attached hereto, made a part hereof and incorporated herein for all purposes, and those additional lands nearby or adjacent to said lands which Declarant, its successors or assigns may acquire and designate within fifteen (15) years of the date of recording of this instrument. Further, any land annexed to the Property and subject to this Declaration may be acquired (by gift, purchase, or otherwise) and/or designated as Common Open Areas by the Association without the consent of any Owners or any First Mortgagee.

513-94-3927

Nothing in this Declaration shall be construed to represent that Declarant, or its successors or assigns, are under any obligation to add or annex additional lands to those subject to this Declaration. Additional land that is added or annexed shall become subject to the annual assessment in accordance with Article V.

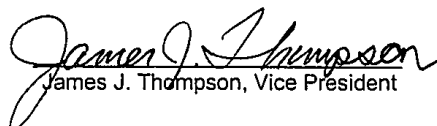
(c) The additions authorized under this Section shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional lands which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such lands and (ii) provide, if applicable, that the proportionate ownership interests in the Common Open Areas of the Owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration shall be equal to the number of Lots and Commercial Units owned by such Owner divided by the total number of Lots and Commercial Units within the lands then subject to this Declaration after such annexation; and (b) a deed from Declarant, Developer and Developer/Builder to the Association which shall convey to the Association the area within such additions (except for the Lots or Commercial Units therein) as Common Open Areas for the sole benefit and use of the Owners, with reservation of Declarant's rights set forth herein.

Section 9. Deannexation.

- (a) Land or lands may be deannexed from the Property with the consent of two-thirds (2/3) of each class of members and the approval of the Owner(s) of the land to be deannexed.
- (b) Notwithstanding anything contained in Subparagraph (a) above, or any other provision herein, Declarant, its successors or assigns, shall have the right, without the consent of any other Owners or any First Mortgagee, to deannex land from the scheme of the Declaration if the Owner of the land is agreeable to the deannexation and if the deannexation would benefit the general development process or general development plan.
- (c) The deannexations authorized under this Section shall be filed of record.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17TH day of July, 1997.

PINELAKES LIMITED PARTNERSHIP
By PineLakes Managers L.P., General Partner
By Concorde Partners L.P., General Partner
By H.H.S. Management Corporation, General Partner


James J. Thompson, Vice President

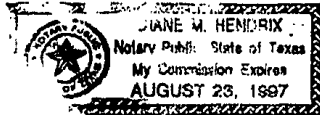
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513-94-3928

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument is acknowledged before me on July 17th, 1997, by James J. Thompson, Vice President of PINELAKES LIMITED PARTNERSHIP.

Notary Public State of Texas



Diane M Hendrix

Bank United, holder of a first lien Deed of Trust against the above described property, hereby CONSENTS and JOINS IN the placing of the above Declaration of Covenants, Conditions and Restrictions.

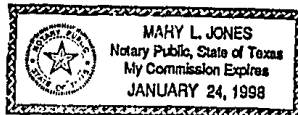
BANK UNITED
Brandi Brown
Brandi Brown, Vice President
Assistant

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument is acknowledged before me on July 17, 1997, by Brandi Brown Asst., Vice President of BANK UNITED.

Notary Public State of Texas

Mary L Jones



513-94-3929

FILED

97 JUL 18 PM 1:07

Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number _____
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

JUL 18 1997



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

21-404-018

Amend S583809

514-27-3819

08/08/97 200476429 S583809 \$17.00

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINDROSE COMMUNITY ASSOCIATION, INC. *ten*

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Reference is made to Declaration of Covenants, Conditions and Restrictions for WindRose Community Association, Inc. (the "Declaration") dated July 17, 1997, filed for record under Harris County Clerk's File No. S549311 (Film Code No. 513-94-3901) signed by PineLakes Limited Partnership ("Declarant") relating to Oak Moss Village, Section One, a Subdivision in Harris County, Texas, according to the plat thereof filed in under Harris County Clerk's File No. S544677, Supplementary Declaration of Covenants, Conditions and Restrictions for Eagle Bend Section One filed for record under Harris County Clerk's File No. S549312 (Film Code No. 513-94-3930) relating to Eagle Bend Section One, a Subdivision in Harris County, Texas, according to the plat thereof filed for record under Harris County Clerk's File No. S544676 and Supplementary Declaration of Covenants, Conditions and Restrictions for Pinaster Pointe, filed for record under Harris County Clerk's File No. S549313 (Film Code No. 513-94-3935) relating to Pinaster Pointe, a Subdivision in Harris County, Texas according to the plat thereof filed under Harris County Clerk's File No. S544675. Certain errors and omissions were discovered in these documents after they were filed for record and Declarant and the undersigned, being all the owners of properties located within these subdivisions wish to correct such errors and omissions.

NOW, THEREFORE, the undersigned, being all the owners of properties located within Oak Moss Village Section One, Eagle Bend Section One and Pinaster Pointe, all subdivisions in Harris County, Texas, for themselves and their respective heirs, successors and assigns, do hereby amend the Declaration and the supplements thereto identified above, as follows:

1. Article V, Section 3 relating to the "Amount of Annual Assessment" is amended so that the first sentence reads as follows:

"Until January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the amount of annual assessment shall be \$600.00 per Lot or Commercial Unit."

2. The reference to the Declaration in both of the supplements identified above shall refer to the Declaration of Covenants, Conditions and Restrictions for WindRose Community Association, Inc., filed for record under Harris County Clerk's File No. S549311 (Film Code No. 513-94-3901).

Except as set out above, the Declaration and the supplements thereto are not in anyway changed and the same are hereby ratified, confirmed and adopted by the parties hereto, as amended hereby. Declarant is joined herein by the other parties hereto and together, all of the undersigned constitute the owners of all the properties located within said subdivisions.

Please return to:
PINELAKES LIMITED PARTNERSHIP
14300 Cornerstone Village, Suite 116
Houston, TX 77014

514-27-3820

Executed this 6th day of August, 1997, but effective July 17, 1997.

PINELAKES LIMITED PARTNERSHIP

By: PINELAKES MANAGERS, L.P., General Partner

By: CONCORDE PARTNERS, L.P., General Partner

By: H.H.S. MANAGEMENT CORPORATION, General Partner

(8)
for

James J. Thompson
By: James J. Thompson, Vice President

HOUSTON VILLAGE BUILDERS, INC.

By: Jeff Smith
Name: Jeff Smith
Title: President

for

EMERALD BUILDERS LTD.

By: Robert T. Brewer
Name: Robert T. Brewer
Title: President of the General Partner

for

LEGACY/MONTEREY HOMES, L.P.

By: Johnny M. Pack
Name: Johnny M. Pack
Title: Houston Division President

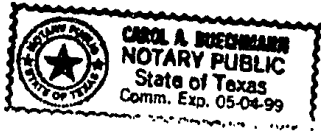
for

514-27-3821

STATE OF TEXAS
COUNTY OF HARRIS

§§§§§

This instrument was acknowledged before me on the 7 day of August, 1997, by JAMES J. THOMPSON, Vice President of H.H.S. Management Corporation, General Partner of Concorde Partners, L.P., General Partner of PineLakes Manager, L.P., General Partner of PineLakes Limited Partnership on behalf of said entities.



Carol A. Buechmann
Notary Public for the State of Texas

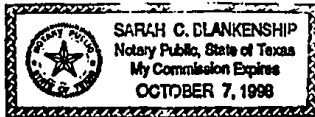
Printed Name:
Carol A. Buechmann

My Commission Expires:
05/04/99

STATE OF TEXAS
COUNTY OF HARRIS

§§§§§

This instrument was acknowledged before me on the 7th day of August, 1997, by JEFF SMITH, PRESIDENT of HOUSTON VILLAGE BUILDERS, INC., a FLORIDA corporation, on behalf of said corporation.



Sarah C. Blankenship
Notary Public for the State of Texas

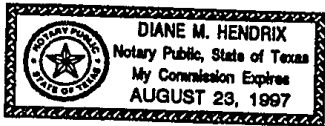
Printed Name:
SARAH C. BLANKENSHIP

My Commission Expires:
10/7/98

514-27-3822

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of August, 1997, by Randall P. Berdwell president of EMERALD BUILDERS LTD. a _____ limited partnership, on behalf of said limited partnership.



Diane M Hendrix
Notary Public in and for
The State of Texas

Printed Name:

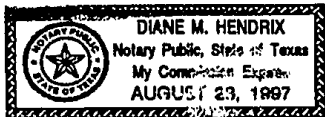
Diane M Hendrix

My Commission Expires:

8/23/97

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of August, 1997, by Johnny M. Pack Houston Div. President of LEGACY/MONTEREY HOMES, L.P., a _____ limited partnership, on behalf of said limited partnership.



Diane M Hendrix
Notary Public in and for
The State of Texas

Printed Name:

Diane M Hendrix

My Commission Expires:

8/23/97

514-27-3823

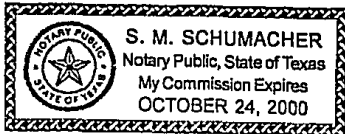
Bank United, the holder of the First Lien Deed of Trust against the above-described property hereby consents and joins in this Amendment to the above-mentioned Declaration of Covenants, Conditions and Restrictions and supplements thereto.

BANK UNITED

By: Brandi Brown
Brandi Brown, Assistant Vice President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 8th day of August, 1997, by BRANDI BROWN, Assistant Vice President of Bank United, on behalf of said Bank.



S. M. Schumacher
Notary Public for the State of Texas

Printed Name:

My Commission Expires:

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 8 1997

FILED
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County Clerk
HARRIS COUNTY, TEXAS



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

U284017

Declar

03/20/00 531-25-3292
201203697 U284017

\$13.00

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WINDROSE COMMUNITY ASSOCIATION, INC.
COVERING WINDROSE EAGLEWOOD SECTION ONE**

lee

WHEREAS, under date of July 17, 1997, PINELAKES LIMITED PARTNERSHIP, hereinafter referred to as "Declarant," executed that certain Declaration of Covenants, Conditions, and Restrictions for WindRose Community Association, Inc. recorded under Clerk's File No S549311 and Film Code No. 513-94-3901; which Declaration has been supplemented with property annexations, as well as being amended on August 6, 1997, by an Amendment to Covenants, Conditions and Restrictions for WindRose Community Association, Inc., that was filed of record under Clerk's File No. S583809 and Film Code No. 514-27-3819 in the Official Public Records of Real Property of Harris County, Texas (the Declaration as supplemented and amended being hereafter referred to as "Declaration"), and

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the WindRose Community Association, Inc. (the "Association"); and

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands or portions hereof as described in Exhibit "A", attached to and made a part of said Declaration; provided, said annexation of additional land occurs within fifteen (15) years of the date of the recording of the Declaration; and

WHEREAS, Declarant as the owner of the land platted as WindRoseEaglewood Section One, a subdivision of Harris County, Texas, according to the plat thereof recorded in Clerk's File No. U 21 8638 and Film Code No. 436147 of the Map Records of Harris County, Texas, desires that WindRose Eaglewood Section 1, also be within the scheme of and subject to the Declaration and placed within the Jurisdiction of the Association; and

WHEREAS, WindRose Eaglewood Section One, is located entirely within that tract of land described in Exhibit "A" of the Declaration; and

WHEREAS, this Supplementary Declaration of Covenants, Conditions and Restrictions is made within fifteen (15) years of the date of the recording of the Declaration, which was recorded on July 18, 1997.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Lots 1 through 20, Block 1 and Lots 1 through 33, Block 2; and Restricted Reserves A, B, C, D and E according to the plat thereof recorded under Clerk's File No. U 218638 and Film Code No. 436147 of the Map Records of Harris County, Texas, set forth on said plat, are hereby added and annexed into boundaries of the land covered by the Declaration and are hereby subjected to the terms and conditions of the Declaration and to the authority of the Association in accordance with the terms of the Declaration to the same extent as if these lots had been originally named and described in the Declaration.
2. Article 1, Section 6, of the Declaration provides for Standard Lots to be described and identified. Lots 1 through 20, Block 1 and Lots 1 through 33, Block 2; WindRose Eaglewood Section 1, are herein described and identified as Standard Lots.
3. Article IX, Section 5 of the Declaration provides that Declarant shall have the right to modify the setback criteria for additional land annexed into the Association and made subject to the Declaration. Subject to the provisions of Article VI, Sections 1 and 5 and Article IX, Section 6, on all lots hereby annexed, no building, patio, patio cover, trellis, accessory building or appurtenant structures shall

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E

be located on a Standard Lot nearer than five (5) feet to an interior lot line, except that a detached garage located sixty (60) feet or more from the front lot line may be a distance of three (3) feet from an interior lot line.

4. Article IX, Section 16 of the Declaration provides that location and descriptions of walls, fences planters and hedges on Standard Lots shall be further determined by Supplementary Declaration(s) of Covenants, Conditions and Restrictions. Subject to the provisions of Article VI, Sections 1 and 5 and Article IX, Section 6, on all lots hereby annexed, no wall, fence, planter, or hedge shall be erected or maintained nearer to the front lot line than the front building setback line. No side or rear wall, fence or hedge shall be more than six (6) feet high. Declarant, at its sole discretion, is hereby permitted to grant deviations in height, location, and construction materials related to fences and walls which in its judgment will result in a more common beneficial use. Replacement fencing shall be no taller than original fencing approved by Declarant. All fences shall be no taller than original fencing approved by Declarant. All fences adjoining greenbelt areas shall be constructed with the finished side toward the greenbelt.

5. Nothing herein contained is intended or shall be construed to amend the Declaration other than to add and annex said lots and reserves in WindRose Eaglewood Section 1, and to make the changes stated above.

EXECUTED this 15 day of March, 2000.

(5) 40

PINELAKES LIMITED PARTNERSHIP,
a Delaware limited partnership
By: LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited partnership,
d/b/a/ FRIENDSWOOD DEVELOPMENT COMPANY,
its Agent

By: Lennar Texas Holding Company, a Texas corporation, its
General Partner, as Seller

By: Nanette R. Peavey
Nanette R. Peavey, Authorized Agent

Bank United, holder of a first lien Deed of Trust against the property described in Exhibit "A" to the Declaration, hereby joins in subjecting the Standard Lots and Reserves described above to the terms and conditions of said Declaration and to the authority of the WindRose Community Association, Inc., to the same extent as if said lots and reserves were originally named and described in said Declaration.

BANK UNITED

By: Brandi Hermis

Name: BRANDI HERMIS

Title: ASSISTANT VICE PRESIDENT

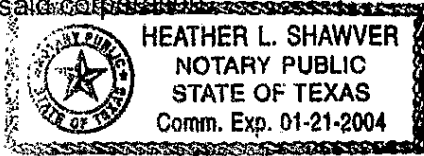
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531-25-3294

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March 15, 2000, by Nanette R. Peavey, Authorized Agent of LENNAR TEXAS HOLDING COMPANY, a Texas Corporation, on behalf of said corporation.



Heather L. Shawver
Notary Public, State of Texas

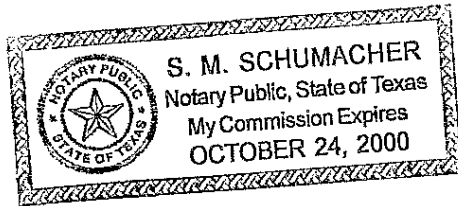
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March 16th, 2000, by Brandi L. Hummel, A/P of BANK UNITED, on behalf of said bank.

S. M. Schumacher
Notary Public, State of Texas

TF027b:hs



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the official Public Records of Real Property of Harris County, Texas on

MAR 20 2000

FILED
2000 MAR 20 PM 12:40
Brenda L. Keyserman
COUNTY CLERK
HARRIS COUNTY, TEXAS



Brenda L. Keyserman
COUNTY CLERK
HARRIS COUNTY TEXAS

RETURN TO:

Friendswood Development Company
Beth Phillips
550 Greens Parkway Suite 100
Houston, Texas 77067-4326

628-41

U952857

Return to:

03/28/01 300521562 U952857

\$13.00

Regency Title Company
550 Greens Parkway, Suite 110
Houston, TX 77067

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WINDROSE COMMUNITY ASSOCIATION, INC.
COVERING WINDROSE EAGLEWOOD SECTION TWO**

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WHEREAS, under date of July 17, 1997, PINELAKES LIMITED PARTNERSHIP, hereinafter referred to as "Declarant," executed that certain Declaration of Covenants, Conditions, and Restrictions for WindRose Community Association, Inc. recorded under Clerk's File No S549311 and Film Code No. 513-94-3901; which Declaration has been supplemented with property annexations, as well as being amended on August 6, 1997, by an Amendment to Covenants, Conditions and Restrictions for WindRose Community Association, Inc., that was filed of record under Clerk's File No. S583809 and Film Code No. 514-27-3819 in the Official Public Records of Real Property of Harris County, Texas (the Declaration as supplemented and amended being hereafter referred to as "Declaration"), and

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the WindRose Community Association, Inc. (the "Association"); and

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands or portions hereof as described in Exhibit "A", attached to and made a part of said Declaration; provided, said annexation of additional land occurs within fifteen (15) years of the date of the recording of the Declaration; and

WHEREAS, Declarant as the owner of the land platted as WindRose Eaglewood Section Two, a subdivision of Harris County, Texas, according to the plat thereof recorded in Clerk's File No. U 588806 and Film Code No. 454018 of the Map Records of Harris County, Texas, desires that WindRose Eaglewood Section Two, also be within the scheme of and subject to the Declaration and placed within the Jurisdiction of the Association; and

WHEREAS, WindRose Eaglewood Section Two, is located entirely within that tract of land described in Exhibit "A" of the Declaration; and

WHEREAS, this Supplementary Declaration of Covenants, Conditions and Restrictions is made within fifteen (15) years of the date of the recording of the Declaration, which was recorded on July 18, 1997.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Lots 1 through 35 of Block 1, Lots 1 through 31 of Block 2, Lots 1 through 6 of Block 3, and Lots 1 through 15 of Block 4; and Restricted Reserves A, B, C, D, E, F, G, and H according to the plat thereof recorded under Clerk's File No. U 588806 and Film Code No. 454018 of the Map Records of Harris County, Texas, set forth on said plat, are hereby added and annexed into boundaries of the land covered by the Declaration and are hereby subjected to the terms and conditions of the Declaration and to the authority of the Association in accordance with the terms of the Declaration to the same extent as if these lots had been originally named and described in the Declaration.

2. Article 1, Section 6, of the Declaration provides for Standard Lots to be described and identified. Lots 1 through 35 of Block 1, Lots 1 through 31 of Block 2, Lots 1 through 6 of Block 3, and Lots 1 through 15 of Block 4; WindRose Eaglewood Section Two, are herein described and identified as Standard Lots.

3. Article IX, Section 5 of the Declaration provides that Declarant shall have the right to modify the setback criteria for additional land annexed into the Association and made subject to the Declaration. Subject to the provisions of Article VI, Sections 1 and 5 and Article IX, Section 6, on all lots

hereby annexed, no building, patio, patio cover, trellis, accessory building or appurtenant structures shall be located on a Standard Lot nearer than five (5) feet to an interior lot line, except that a detached garage located sixty (60) feet or more from the front lot line may be a distance of three (3) feet from an interior lot line.

4. Article IX, Section 16 of the Declaration provides that location and descriptions of walls, fences planters and hedges on Standard Lots shall be further determined by Supplementary Declaration(s) of Covenants, Conditions and Restrictions. Subject to the provisions of Article VI, Sections 1 and 5 and Article IX, Section 6, on all lots hereby annexed, no wall, fence, planter, or hedge shall be erected or maintained nearer to the front lot line than the front building setback line. No side or rear wall, fence or hedge shall be more than six (6) feet high. Declarant, at its sole discretion, is hereby permitted to grant deviations in height, location, and construction materials related to fences and walls which in its judgment will result in a more common beneficial use. Replacement fencing shall be no taller than original fencing approved by Declarant. All fences shall be no taller than original fencing approved by Declarant. All fences adjoining greenbelt areas shall be constructed with the finished side toward the greenbelt.

5. Nothing herein contained is intended or shall be construed to amend the Declaration other than to add and annex said lots and reserves in WindRose Eaglewood Section Two, and to make the changes stated above.

EXECUTED this 26th day of March, 2001.

PINELAKES LIMITED PARTNERSHIP,
a Delaware limited partnership
By: LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited partnership,
d/b/a/ FRIENDSWOOD DEVELOPMENT COMPANY,
its Agent

402

By: Lennar Texas Holding Company, a Texas corporation, its
General Partner

By: *Nanette R. Peavey*
Nanette R. Peavey, Authorized Agent

(2)
lee

Washington Mutual Bank, FA, a federal association, successor by merger to Bank United, a Federal Savings Bank, which was and is the holder of a first lien Deed of Trust against the property described in Exhibit "A" to the Declaration, hereby joins in subjecting the Standard Lots and Reserves described above to the terms and conditions of said Declaration and to the authority of the WindRose Community Association, Inc., to the same extent as if said lots and reserves were originally named and described in said Declaration.

WASHINGTON MUTUAL BANK, FA

By: *Brandi Hermis*

Name: _____

BRANDI L. HERMIS

Title: _____

VICE PRESIDENT

Brandi L. Hermis
MANAGER
COMMUNITY OF TEXAS

2001 MAR 28 PM 12:53

FILED

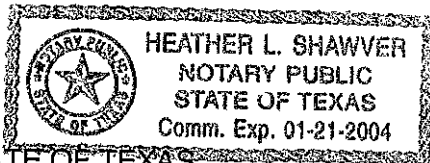
lee

1-800-4-A-LEAS

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March 26, 2001, by Nanette R. Peavey, Authorized Agent of LENNAR TEXAS HOLDING COMPANY, a Texas Corporation, on behalf of said corporation.

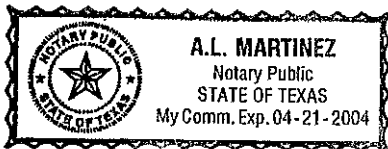


Heather L. Shawver
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March 27, 2001, by BRANDI L. HERMIS of WASHINGTON MUTUAL BANK, FA, on behalf of said bank. VICE PRESIDENT



Alicia L. Martinez
Notary Public, State of Texas

TF044:hs

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that 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 Real Property of Harris County, Texas on.

MAR 28 2001



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to:
Regency Title Company
550 Greens Parkway, Suite 110
Houston, TX 77067

628-41

Plats
0952858

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WINDROSE COMMUNITY ASSOCIATION, INC.
COVERING WINDROSE EAGLEWOOD SECTION TWO**

[Handwritten mark]

03/28/01 300521563 0952858 \$13.00

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WHEREAS, under date of July 17, 1997, PINELAKES LIMITED PARTNERSHIP, hereinafter referred to as "Declarant," executed that certain Declaration of Covenants, Conditions, and Restrictions for WindRose Community Association, Inc. recorded under Clerk's File No S549311 and Film Code No. 513-94-3901; which Declaration has been supplemented with property annexations, as well as being amended on August 6, 1997, by an Amendment to Covenants, Conditions and Restrictions for WindRose Community Association, Inc., that was filed of record under Clerk's File No. S583809 and Film Code No. 514-27-3819 in the Official Public Records of Real Property of Harris County, Texas (the Declaration as supplemented and amended being hereafter referred to as "Declaration"), and

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the WindRose Community Association, Inc. (the "Association"); and

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands or portions hereof as described in Exhibit "A", attached to and made a part of said Declaration; provided, said annexation of additional land occurs within fifteen (15) years of the date of the recording of the Declaration; and

WHEREAS, Declarant as the owner of the land platted as WindRose Eaglewood Section Two, a subdivision of Harris County, Texas, according to the plat thereof recorded in Clerk's File No. U 588806 and Film Code No. 454018 of the Map Records of Harris County, Texas, desires that WindRose Eaglewood Section Two, also be within the scheme of and subject to the Declaration and placed within the Jurisdiction of the Association; and

WHEREAS, WindRose Eaglewood Section Two, is located entirely within that tract of land described in Exhibit "A" of the Declaration; and

WHEREAS, this Supplementary Declaration of Covenants, Conditions and Restrictions is made within fifteen (15) years of the date of the recording of the Declaration, which was recorded on July 18, 1997.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Lots 1 through 35 of Block 1, Lots 1 through 31 of Block 2, Lots 1 through 6 of Block 3, and Lots 1 through 15 of Block 4; and Restricted Reserves A, B, C, D, E, F, G, and H according to the plat thereof recorded under Clerk's File No. U 588806 and Film Code No. 454018 of the Map Records of Harris County, Texas, set forth on said plat, are hereby added and annexed into boundaries of the land covered by the Declaration and are hereby subjected to the terms and conditions of the Declaration and to the authority of the Association in accordance with the terms of the Declaration to the same extent as if these lots had been originally named and described in the Declaration.

2. Article 1, Section 6, of the Declaration provides for Standard Lots to be described and identified. Lots 1 through 35 of Block 1, Lots 1 through 31 of Block 2, Lots 1 through 6 of Block 3, and Lots 1 through 15 of Block 4; WindRose Eaglewood Section Two, are herein described and identified as Standard Lots.

3. Article IX, Section 5 of the Declaration provides that Declarant shall have the right to modify the setback criteria for additional land annexed into the Association and made subject to the Declaration. Subject to the provisions of Article VI, Sections 1 and 5 and Article IX, Section 6, on all lots

hereby annexed, no building, patio, patio cover, trellis, accessory building or appurtenant structures shall be located on a Standard Lot nearer than five (5) feet to an interior lot line, except that a detached garage located sixty (60) feet or more from the front lot line may be a distance of three (3) feet from an interior lot line.

4. Article IX, Section 16 of the Declaration provides that location and descriptions of walls, fences planters and hedges on Standard Lots shall be further determined by Supplementary Declaration(s) of Covenants, Conditions and Restrictions. Subject to the provisions of Article VI, Sections 1 and 5 and Article IX, Section 6, on all lots hereby annexed, no wall, fence, planter, or hedge shall be erected or maintained nearer to the front lot line than the front building setback line. No side or rear wall, fence or hedge shall be more than six (6) feet high. Declarant, at its sole discretion, is hereby permitted to grant deviations in height, location, and construction materials related to fences and walls which in its judgment will result in a more common beneficial use. Replacement fencing shall be no taller than original fencing approved by Declarant. All fences shall be no taller than original fencing approved by Declarant. All fences adjoining greenbelt areas shall be constructed with the finished side toward the greenbelt.

5. Nothing herein contained is intended or shall be construed to amend the Declaration other than to add and annex said lots and reserves in WindRose Eaglewood Section Two, and to make the changes stated above.

EXECUTED this 26th day of March, 2001.

PINELAKES LIMITED PARTNERSHIP,
a Delaware limited partnership
By: LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited partnership,
d/b/a/ FRIENDSWOOD DEVELOPMENT COMPANY,
its Agent

40

By: Lennar Texas Holding Company, a Texas corporation, its
General Partner

By: Nanette R. Peavey
Nanette R. Peavey, Authorized Agent

Washington Mutual Bank, FA, a federal association, successor by merger to Bank United, a Federal Savings Bank, which was and is the holder of a first lien Deed of Trust against the property described in Exhibit "A" to the Declaration, hereby joins in subjecting the Standard Lots and Reserves described above to the terms and conditions of said Declaration and to the authority of the WindRose Community Association, Inc., to the same extent as if said lots and reserves were originally named and described in said Declaration.

WASHINGTON MUTUAL BANK, FA

By: Brandi Hermis

Name: BRANDI L. HERMIS
VICE PRESIDENT

Title: _____

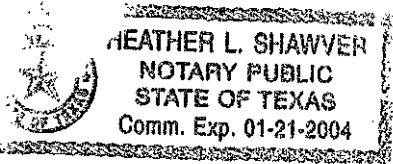
Brandi L. Hermis
COUNTY CLERK
MARSH COUNTY, TEXAS
2001 MAR 28 PM 12:53
FILED

1533-43-2337

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March 26, 2001, by Nanette R. Peavey, Authorized Agent of LENNAR TEXAS HOLDING COMPANY, a Texas Corporation, on behalf of said corporation.

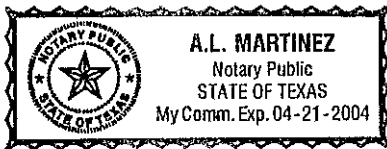


Heather L. Shawver
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March 27, 2001, by BRANDI L. HERMIS of WASHINGTON MUTUAL BANK, FA, on behalf of said bank. VICE PRESIDENT



A.L. Martinez
Notary Public, State of Texas

TF044:hs

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THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in Fm Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on.

MAR 28 2001



Dorely L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS