



AFTER RECORDING RETURN TO:
WINSTEAD PC
600 W 5TH ST. #900
AUSTIN, TEXAS 78701
THOLTZ@WINSTEAD.COM

LAKES OF PINE FOREST
HOMEOWNERS ASSOCIATION, INC.
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
POLICIES AND RULES

Cross-reference to Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest, recorded under Document No. W818777, Official Public Records of Harris County, Texas, as may be amended from time to time (the "Declaration")

These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.

POLICIES AND RULES

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PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH THE DECLARATION OR ANY PREVIOUSLY RECORDED DEDICATORY INSTRUMENT THESE POLICIES AND RULES SHALL CONTROL.

INTRODUCTION

This Notice of Filing of Dedicatory Instruments (this “**Notice**”) is made and executed by **LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation (the “**Association**”), and is as follows:

A. The Association was created pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest, recorded under Document No. W818777, Official Public Records of Harris County, Texas (the “**Declaration**”).

B. Pursuant to Article 3, Section 3.1(f) of the Amended Bylaws of Lakes of Pine Forest Homeowners Association, Inc., the Association, acting by and through the Board of Directors, has the power to make reasonable rules and regulations for the operation of the Association.

C. The Association now desires to adopt this Notice with the policies and rules attached hereto. This Notice may be amended from time to time by the Board.

D. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration and the Notice. This Notice, to the extent required, shall be considered an amendment to the Declaration.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Notice is Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Notice on the 19 day
of November, 2024.

ASSOCIATION:

**LAKES OF PINE FOREST HOMEOWNERS
ASSOCIATION, INC.**, a Texas nonprofit corporation

By: [Signature]

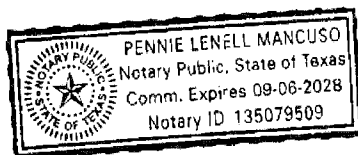
Printed Name: Linda Culver

Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me this 19 day of November
2024, by Linda Culver President of LAKES
OF PINE FOREST HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on
behalf of said corporation.

(SEAL)



[Signature]
Notary Public Signature

ATTACHMENT 1

LAKE OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.

AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Lakes of Pine Forest Homeowners Association, Inc. (the "Association") is subject to the Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest, recorded in the Official Public Records of Harris County, Texas, as the same may be amended from time to time (collectively, the "Declaration"). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws, other recorded documents, and any rules and regulations promulgated by the Association, as adopted and amended from time to time (collectively, the "Restrictions"), including the obligation of its owners ("Owners") to pay assessments and other charges due the Association ("Assessments") pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy ("Policy") to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions.

INVOICES, DELINQUENCIES, LATE CHARGES & INTEREST

1. Invoice. The Association may, but shall not be required to, invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. As a matter of course, assessments are invoiced by statements. Non-receipt of an invoice shall in no way relieve Owner of the obligations to pay the amount due by the due date. Owners who do not receive an invoice are responsible for contacting the Association and any manager, by January 31st of each year to request an invoice. Owners are responsible for notifying the Association and its manager, in writing, of any request to change Owner's mailing address or other contact information.

NOTE: To change Owner's contact information to an address other than the Owner's residence in the subdivision, Owner must submit a written request to change Owner's address to the Association's Manager in accordance with any policy pertaining to the same.

2. Due Date. An Owner will timely and fully pay Assessments. Assessments shall be paid on such monthly, quarterly or other basis as the Board may designate in its sole and absolute discretion.
3. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
4. Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

5. Late Charges. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late charge of \$20 per month for each month the delinquency remains from the due date thereof until paid in full.
6. Insufficient Funds. The Association may levy a charge of up to \$50 for any check returned to the Association due to insufficient funds.
7. Waiver. Collection costs and interest may be waived by the Board.

INSTALLMENTS & ACCELERATION

If an Assessment is payable in installments and an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment.

PAYMENT PLANS

Payment Plans. If required by applicable law, the Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested; however, the Association is not required to offer a payment plan exceeding a maximum term eighteen (18) months. For any payment plan, Owner may be charged reasonable costs associated with administering the payment plan and interest. The Association will determine the actual term of each payment plan offered to an Owner. The Association is not required to offer a payment plan more than once in a twelve (12) month period or if Owner has defaulted on a previous payment plan in the last two (2) years. A payment plan is only required if an owner notifies the Association, in writing, of Owner's request for a payment plan before any payment plan request deadline set forth in a delinquency notice. A payment plan is not required to be offered after the initial cure period for a delinquent account.

PAYMENTS

1. Application of Payments. Payments received by the Association shall be applied in the following order, starting with the oldest charge in each category, unless Owner is in default under a payment plan when the payment is received:

(1) Delinquent Assessments	(4) Other Reasonable Attorney's Fees
(2) Current Assessments	(5) Reasonable Fines
(3) Reasonable Attorney's Fees and Costs for Assessment Collection	(6) Any Other Reasonable Amount Owed

2. Form of Payment. The Association may require that payment for a delinquent account be made only in the form of cash, cashier's check, or certified funds.
3. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement

and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

4. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to Owner. The Association may require Owner to prepay the cost of preparing and recording the release.
5. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

LIABILITY FOR COLLECTION COSTS

Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, filing fees, recording fees, and other reasonable costs and a attorney's fees incurred in the collection of the delinquency.

COLLECTION PROCEDURES

1. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
2. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association will send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that Owner has forty-five (45) days for Owner to cure the delinquency before further collection action is taken (the "Delinquency Cure Period"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
3. Verification of Owner Information. The Association may obtain a title report to determine the names of Owners and the identity of other lien-holders, including the mortgage company.
4. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
5. Notification of Mortgage Lender. The Association may notify a mortgage lender of a delinquent account.

6. Notification of Credit Bureau. The Association may report the defaulting Owner to a credit reporting service with prior notice to Owner of at least thirty (30) business days. The notice must include a detailed report of delinquent charges owed and information about the opportunity to enter into a payment plan. Amounts that are the subject of a pending dispute may not be reported and no fee may be charged back to Owner for the cost of the reporting.
7. Collection by Attorney. If Owner's account remains delinquent for a period of sixty (60) days or more, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. The Association's attorney may ensure the following notices are provided, or have been provided, in accordance with applicable law:
 - (a) **Notice of Delinquency:** Preparation of written notice of the delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (b) **Second Notice:** Preparation of the second written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (c) **Lien Notice:** Preparation of the Lien Notice Letter and recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (d) **Final Notice:** Preparation of the Final Notice of Demand for Payment Letter and any notice required to be sent to any holder of a lien of record on the property whose lien is evidenced by a deed of trust and is inferior or subordinate to the Association's lien. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (e) **Foreclosure of Lien:** Only upon specific approval by a majority of the Board.
8. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to Owner's Mortgagee, if required.

NOTE: Texas law requires that at least two (2) notices precede the recording of any lien. For accounts that become delinquent on or after September 1, 2023, a lien may only be recorded after notice of the delinquency has been sent: (1) to the Owner by email using an email address the Owner has provided to the Association **or, alternatively** by first-class mail (the first-class mail requirement may be satisfied by a letter sent by USPS certified mail) sent to the Owner's last known mailing address, as reflected in the records maintained by the Association; **and also** (2) to the Owner, by certified mail, return receipt requested, directed to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be no earlier than thirty (30) days after the first required notice of delinquency has been sent to the Owner, and the lien may only be recorded if at least ninety (90) days have passed since the date the certified delinquency notice was sent to the Owner. The foregoing requirements conform to the requirements set forth in Chapter 209 of the Texas Property Code and apply only to the extent applicable law continues to require such notices before a lien may be recorded.

9. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
10. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of any common area property or amenities by an Owner and Owner's guests, invitees, or family members, if Owner's account with the Association is delinquent for at least thirty (30) days.

GENERAL PROVISIONS

1. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
2. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Restrictions and the laws of the State of Texas.
3. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum that exceeds the maximum rate permitted by law, the amount charged will be deemed reduced to the maximum amount allowed by law and any excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to Owner if the Assessments are paid in full.
4. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to Owner as follows: (1) for mailed notices, upon depositing the same with USPS, addressed to Owner at the most recent address shown on the Association's records; (2) for personal delivery, upon delivery to Owner; or (3) for email, upon the transmittal to Owner by email using the email address Owner provided to the Association. If the Association's records show an Owner's property is owned by two (2) or more persons, notice to one Owner is deemed notice to all Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
5. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 2
LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.
GENERATOR POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest, recorded in the Official Public Records of Harris County, Texas, as the same may be amended from time to time (the "Declaration").

A. **ARCHITECTURAL REVIEW APPROVAL REQUIRED**

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the architectural review authority under the Declaration.

B. **GENERATOR PROCEDURES AND REQUIREMENTS**

1. **Application.** Approval by the Architectural Review Committee is required prior to installing a Generator. To obtain the approval of the Architectural Review Committee for a Generator, the Owner shall provide the Architectural Review Committee with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "**Generator Application**"). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The Architectural Review Committee is not responsible for: (i) errors or omissions in the Generator Application submitted to the Architectural Review Committee for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. **Approval Conditions.** Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all-natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot or Condominium Unit, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the Architectural Review Committee or ACC, as applicable, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the Architectural Review Committee or ACC, as applicable, may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the approved Generator

ATTACHMENT 2 – GENERATOR POLICY
LAKES OF PINE FOREST

NOTICE OF FILING OF DEDICATORY INSTRUMENTS

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Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the Architectural Review Committee or ACC, as applicable, to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

ATTACHMENT 3

LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.

POOL FENCING AND SECURITY DEVICES/FENCES POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest, recorded in the Official Public Records of Harris County, Texas, as the same may be amended from time to time (the "Declaration").

1. **Approval Required.** All Improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with the Association's architectural review requirements. Written approval must be furnished to the Owner by the Architectural Review Committee before installation or construction may commence.
2. **Swimming Pool Enclosures.** The term "Swimming Pool Enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet (6') in height and is designed not to be climbable. An Owner must submit any request to install a Swimming Pool Enclosure to the Architectural Review Committee for approval. The Architectural Review Committee will apply its architectural requirements to the request; however, the Architectural Review Committee may not deny an Owner's request to install a Swimming Pool Enclosure if the Swimming Pool Enclosure conforms to Applicable Law and the Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.
3. **Security Measures.** To the extent a property Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request for architectural approval in accordance with the Association's architectural review requirements for the construction or installation of Improvements. Front yard fencing is discouraged. However, if an Owner wishes to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: pickets three-quarter inch (¾") square; rails one and one-half inch (1 ½") square; standard posts two and one-half inch (2 ½") square; picket spacing between three inches (3") and four inches (4"); post spacing eight feet (8') OC; height between forty-eight inches (48") and sixty inches (60"). Slats, planks, or other solid material may not be installed on metal fencing.
4. **Amendment.** This policy may be amended by a Majority of the Board.

ATTACHMENT 4
LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED RELIGIOUS DISPLAY POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest, recorded in the Official Public Records of Harris County, Texas, as the same may be amended from time to time (the "Declaration").

1. **Display of Religious Items.** Section 202.018 of the Texas Property Code provides certain rights for an Owner or Occupant to display or affix one or more religious items on the Owner's or Occupant's property. The display of which is motivated by the Owner's or Occupant's sincere religious belief.
2. **Content Prohibitions.** No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
3. **Location Restrictions.** No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on or within Common Area; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
4. **Removal.** The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.
5. **Conflicts.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or Occupant from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.
6. **Amendment.** This policy may be amended by a Majority of the Board.

ATTACHMENT 5

LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC. CORPORATE TRANSPARENCY ACT COMPLIANCE POLICY

Lakes of Pine Forest is a community (the “Community”) created by and subject to the Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest, recorded in the Official Public Records of Harris County, Texas, and any amendments or supplements thereto (the “Declaration”). The operation of the Community is vested in Lakes of Pine Forest Homeowners Association, Inc., a Texas nonprofit corporation (the “Association”), acting through its board of directors (the “Board”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), and any Rules and Regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the “Restrictions”), including the obligation to ensure the Association complies with all legal reporting obligations.

The Board hereby adopts this Corporate Transparency Act Compliance Policy (“Policy”) to establish procedures for compliance with the Corporate Transparency Act (the “CTA”). This Policy and the terms set forth herein shall serve as supplemental provisions of the Association’s Bylaws and the Policy shall apply for so long as the Association is required to comply with the reporting obligations of the CTA, as described further herein. Terms used in this Policy, but not defined, shall have the meanings ascribed to such terms in the Restrictions.

1. **Background:**

The CTA is a federal statute that became effective on January 1, 2024. The CTA requires entities to report information about governing persons to the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”). The information reported to FinCEN is intended to assist law enforcement in combating money laundering, tax fraud, terrorist financing, and other unlawful activities.

2. **Overview of CTA Compliance Requirements:**

The CTA requires any non-exempt entity to provide information about the entity’s beneficial owners. The term “beneficial owner” includes any individual who exercises substantial control over the reporting entity, to include Directors and Officers. A beneficial owner report must include the person’s full legal name, date of birth, and address, as well as supporting documentation (a scan or image of a person’s driver’s license or passport).

3. **Director and Officer Reports:**

Upon election or appointment to the Association’s Board or election or appointment as an officer of the Association, the person so elected or appointed must elect to register directly with FinCEN and provide the assigned ID number to the Association or provide the required information to the Association. The options are described below:

- (A) **Obtain and Provide a FinCEN ID.** In lieu of providing the required beneficial owner information to the Association, a beneficial owner may, instead, provide the information directly to FinCEN and obtain a unique number known as a FinCEN identifier ("FinCEN ID") that would then be provided to the Association's Manager or, if no Manager has been appointed, to the Association's Board; or
- (B) **Provide all Necessary CTA Reporting Information.** Provide his or her name, date of birth, and address, as well as supporting documentation (a scan or image of the person's state-issued driver's license or United States passport) (the "CTA Information") to the Association's Manager or, if no Manager has been appointed, to the Association's Board.

A FinCEN ID or, alternatively, CTA Information, must be provided on or before the twentieth (20th) day after such person's selection or appointment.

4. **Removal for Noncompliance:**

Any person who fails to provide a FinCEN ID or CTA Information by the deadline provided herein is, as of the deadline, immediately ineligible to serve on the Board of the Association or as an officer of the Association, and automatically considered removed from the Board and/or the appointed officer position.

5. **Reinstatement:**

If the removed director/officer provides the CTA Information on or before the fifteenth (15th) day after the deadline provided in Section 4 above, the person will automatically be reinstated to the position from which he or she was removed. Following removal and after the reinstatement period expires, if there has been no reinstatement, the remaining directors shall choose a successor who shall fill the unexpired term of the vacant directorship or officer position at a special meeting of the Board duly called for such purpose.

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Pages 17
01/13/2025 11:56 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$85.00

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

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