

WINDSTONE COLONY COMMUNITY ASSOCIATION, INC.
BILLING POLICY AND PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the Declaration of Protective Covenants ("Declaration") Windstone Colony Community Association, Inc. ("Association"), a Texas non-profit corporation, grants the authority to the Board of Directors ("the Board") to establish a budget, set the amount of the assessments, and adopt a procedure to bill and collect assessments and other charges of the Association; and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts these Guidelines for the purposes of establishing a procedure to bill for assessments and other charges of the Association and identify the guidelines under which an owner may request an alternative payment schedule for certain assessments and charges; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Guidelines;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the attached Billing Policy and Payment Plan Guidelines. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained therein.

I hereby certify that, as President Certification of the Windstone Colony Community Association, Inc., the attached Billing Policy and Payment Plan Guidelines were approved on the 20th day of May, 20 21 at a meeting of the Board of Directors at which a quorum was present.

Signature: Sylvia Garza
Printed Name: Sylvia L. Garza
Title: Board President
Date: 05/20/2021

RP-2021-299595

**WINDSTONE COLONY COMMUNITY ASSOCIATION, INC.
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

I. BILLING POLICY

1. ASSESSMENT PERIOD

The Board of Directors ("Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association's records.

3. DUE DATE

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such time as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

4. INTEREST

If the assessment is not paid by the due date, the assessment may bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. LATE FEES

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

6. COSTS FOR COLLECTING PAST DUE AMOUNTS

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to Texas Property Code, the Association may incur or be responsible for third party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

7. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owners and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period of more than one hundred and twenty (120) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other amounts outstanding; a period of at least thirty (30) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third party collection agent or attorney if the amount remains unpaid after the referenced thirty (30) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

9. REFERRAL OF ACCOUNT TO A THIRD PARTY – ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information requests such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

11. COMMON AREA

If a hearing is not requested within 30 days from the date the past due notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended.

II. PAYMENT PLAN GUIDELINES

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees imposed prior to a request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;
2. The Association may use its discretion to determine the maximum term of a payment plan;
3. The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;
4. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;
5. All payments shall be due by the date specified in the payment plan;
6. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
7. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;
8. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
9. Pursuant to Section 209.0064(b)(3) of the Texas Property Code the Association is not required to offer a payment plan to an owner after the thirty (30) day period to pay the past due balance in the final notice has expired;
10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
11. The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

III. General Provisions

1. Independent Judgment
Notwithstanding the contents of this detailed policy, the officers, directors, and manager 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 is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.
3. Application of Payments
A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.

4. Replacement and Amendment of Policy

This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

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**Records Inspection Policy for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Records Inspection Policy for the Windstone Colony Community Association, Inc. (the “Policy”) is adopted by the Windstone Colony Community Association, Inc. (the “Association”), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Windstone Colony Community Association, Inc. Board of Directors (the “Board”) on 5/1/2021.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
 - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
 - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner’s agent (an “Agent”) of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
 - b. Describe in detail each record requested including the fiscal year to which said record relates;
 - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner’s account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association’s Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

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EFFECTIVE DATE: 5/1/2021

Authorized Board Member Signature: Sylvia Garza Date: 05 / 26 / 2021

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**Flag Display Guidelines for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Windstone Colony Community Association, Inc. and the Declaration of Protective Covenants, the Directors of the Windstone Colony Community Association, Inc., a Texas non-profit corporation(referred to as “Association”), adopt the following resolution:

RE: Architectural Guidelines for Flag Displays
WHEREAS:

- 1. The Texas Property Code Section 202.012 precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and
- 2. Pursuant to Section 202.012 of the Texas Property Code, the Board of Directors is permitted to adopt certain guidelines on flag displays.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 202.012 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays:
 - a. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
 - b. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
 - c. A flagpole, whether attached to a dwelling or freestanding, must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
 - d. The flag display must conform to all setbacks, easements, and zoning ordinances.
 - e. Flag poles may be installed in the front yard with the approval of the Architectural Control Committee so long as there is not less than a 15’ setback.
 - f. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
 - g. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
 - h. Flag size is limited to 3’ x 5’.
 - i. An owner can only place a flagpole or flag on their own property with the approval of the Architectural Control Committee and no other property.
 - j. You must abate any noise that is caused by the external halyard of a flagpole.
- 2.) The American Flag, Texas Flag or flag from one of the United States armed services may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the Architectural Control Committee.
- 3.) In the event of any conflict between these provisions and any flag display restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies and the Declaration, this Flag Display Policy controls.

EFFECTIVE DATE: 5/1/2021

Authorized Board Member Signature: Sylvia Garza Date: 05 / 26 / 2021

RP-2021-299595

**Drought-Resistant Landscaping and Natural Turf Guidelines for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Windstone Colony Community Association, Inc. and the Declaration of Protective Covenants, the Directors of the Windstone Colony Community Association, Inc., a Texas non-profit corporation(referred to as “Association”), adopt the following resolution:

RE: Architectural Guidelines for Drought-Resistant Landscaping and Natural Turf

WHEREAS:

1. The Texas Property Code Section 202.007 precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant landscaping or water conserving natural turf; and
2. In the best interest of the Association in light of frequent and persistent drought conditions in the area, the Association desires to adopt the following guidelines.

BE IT RESOLVED THAT the Association’s supplementary guidelines on drought-resistant landscaping and water conserving natural turf are as follows:

1. In order to comply with Section 202.007of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for the use of drought-resistant landscaping or water conserving natural turf:
 - a. The Architectural Control Committee (ACC or ARC) will allow variances for xeriscaping as long as 25% of publicly visible area is covered with natural turf and all other guidelines below are met.
 - b. Homeowners must submit an Architectural Control Committee request or a request for a variance to the Architectural Control Committee (as applicable). The request must include details of the project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.
 - c. Non-turf planted areas must be bordered to define the xeriscaped areas clearly from turfed areas.
 - d. Xeriscaped areas must be kept maintained at all times to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
 - e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.
 - f. No plants may encroach onto or over public sidewalks.
 - g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks.
 - h. Urns, pots, and other manmade ornamentation cannot exceed four (4) items in public view.
 - i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.
 - j. Sickly and dying plants must be removed and replaced.
 - k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
2. Xeriscaping - Xeriscaping means using native and adapted plants that grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions.

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3. Ground Cover - If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.
4. Plants - Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crushed granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
5. Borders - Xeriscaped areas must be surrounded by a border to clearly define the xeriscaped areas from turf areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the Architectural Control Committee. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
6. Turf Grasses - Homeowners should consider replacing "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
7. Hardscapes - Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb.
8. Landscape Maintenance - Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.
9. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to

any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: 5/1/2021

Authorized Board Member Signature: Sylvia Garza Date: 05 / 26 / 2021

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**Violation Enforcement Resolution for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF **HARRIS** §

Pursuant to the Bylaws of the Windstone Colony Community Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Windstone Colony Community Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement.

EFFECTIVE: 5/1/2021

Sylvia Garza

Authorized Board Member

05 / 26 / 2021

Date

RP-2021-299595

**Violation Schedule for the
Windstone Colony Community Association, Inc.**

Violation Procedure	Status	Action Required
1 st Notice: Courtesy Notice (regular mail)	1 st Report/Sighting	10 days to correct
Subsequent Notices for Continued Violation	Non-compliance & No application for extension	30 days to correct
Final Notice: Final notice per Section 209.006 of the Texas Property Code (sent via certified mail)	Non-compliance & No application for extension	30 days to correct/if not corrected then sent to the Association's attorney.
The Board of Directors may authorize the account to be forwarded to the attorney.	Non-compliance & No application for extension	Attorney will work with owner to correct the violation.

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period the homeowner shall immediately be referred to the Association's attorney.

Attorney Procedure

It is the option of the Board to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

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**Application of Payments Policy for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, The Windstone Colony Community Association, Inc., a Texas non-profit corporation(the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, The Board adopts the following policy in order to comply with the priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

NOW THEREFORE, the Board has duly adopted the following "Application of Payments Policy" (the "Policy"):

- 1) Any delinquent assessment;
- 2) Any current assessment;
- 3) Any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- 4) Any attorney's fees incurred by the association that are not subject to the preceding subpart;
- 5) Any fines assessed by the Association;
- 6) Any other amounts owed to the Association.

EFFECTIVE DATE: 5/1/2021

Sylvia Garza

Authorized Board Member Signature: _____ Date: 05 / 26 / 2021

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**Conflict of Interest Policy for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Windstone Colony Community Association, Inc. and the Declaration of Protective Covenants, the Directors of the Windstone Colony Community Association, Inc., a Texas non-profit corporation(referred to as “Association”), adopt the following resolution:

RE: Conflict of Interest Policy

WHEREAS:

1. Section 209.0052 of the Texas Property Code adds limitations relating to an association contracting services from a board member, a board member’s Relative, a board member’s company, or a board member’s Relative’s company.
2. The Association’s Board of Directors (the “Board”) desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT contracts causing a conflict of interest with a current Director will comply with the following:

1. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, Owned means that a person owns fifty-one percent (51%) or more.
2. The Association may enter into a contract with a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director’s Relative or any benefit above and beyond any benefit received by the entire membership of the community if:
 - a. The Association has received at least two other competitive bids for the contract from persons not associated with the Director, Relative, or company (if reasonably available);
 - b. The applicable Director is not given access to the other bids, does not participate in any Board’s discussion regarding the contract, and does not vote on the award of the contract;
 - c. The relationship concerning the applicable Director is disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
 - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.
3. A conflict of interest shall mean, any contract, transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director’s Relative, or any benefit above and beyond any benefit received by the entire membership of the community.
4. The interest can be either direct or indirect.
5. The benefit is not limited to strictly monetary rewards (e.g. access to information for private gain).
6. If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.

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7. The other board members must reexamine the issues with the new information in accordance with this policy.
8. Contracts entered into in violation of this policy are void and unenforceable.
9. A current Director with a conflict of interest will still be counted in determining whether a quorum exists.
10. The Board certifies through this resolution that the requirements of Section 209.0052 have been met.

EFFECTIVE DATE: 5/1/2021

Authorized Board Member Signature: Sylvia Garza Date: 05 / 26 / 2021

RP-2021-299595

**Electronic and Telephonic Action Policy for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Membership Voting Policy for the Windstone Colony Community Association, Inc. (the “Policy”) is adopted by the Windstone Colony Community Association, Inc. (the “Association”), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these restrictive covenants;

NOW, THEREFORE, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

General Procedures:

- 1) Voting Quorum is defined as a majority of the Board positions currently filled.
- 2) Reasonable opportunity is defined as 72 hours .
- 3) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association’s managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
- 4) At any point in time a Director may request an alternate method of voting. The Board of Directors may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board of Directors and the requesting Director.

Email Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents necessary for the decision to be made.
- 2) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 3) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

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Telephonic Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
- 2) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
- 3) During the telephonic conference, each Director must be able to hear and be heard by all other directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

EFFECTIVE DATE: 5/1/2021

Authorized Board Member Signature: Sylvia Garza Date: 05 / 26 / 2021

RP-2021-299595

**Uncurable Violation Enforcement Resolution for the
Windstone Colony Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF **HARRIS** §

Pursuant to the Bylaws of the Windstone Colony Community Association, Inc.(referred to as “Association”) and the Declaration of Protective Covenants, the Directors of the Windstone Colony Community Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Uncurable Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs. Uncurable violation is defined as: A violation that has occurred, but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered to be an adequate remedy.

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Uncurable Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association’s policy of enforcement of Uncurable Violations.
4. All other violations will be governed by the current Violation Enforcement Resolution and are not impacted by this policy.

EFFECTIVE: 5/1/2021

Sylvia Garza

05 / 26 / 2021

Authorized Board Member

Date

RP-2021-299595

Violation Procedure	Status	Action Required
Report/Sighting: Fine Assessed and Fine Notice sent (verified mail)	Notice of applied fine and the intent to assess additional fine for any future occurrences	Owner must not repeat action or condition

General Policy

If a homeowner is in violation of an incurable violation as defined in this policy, the above table will govern action taken. All other violations will follow the Association Violation Enforcement Resolution. Incurable violation examples include, but are not limited to: shooting fireworks, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alternation of landscape), and holding a garage sale or other event prohibited by the dedicatory instruments.

Attorney Procedure

The Board, in its best discretion may decide when and if an account is escalated to an attorney or other third party for enforcement. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. If allowable by law or the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the Association's ordinary collection procedure or as permissible by law.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

RP-2021-299595

**Rules, Regulations, and Violation Enforcement Resolution for the
Windstone Colony Community Association Inc**

STATE OF TEXAS§
§
COUNTY OF HARRIS§

Pursuant to the Bylaws of Windstone Colony Community Association Inc. (referred to as “Association”) and the Declaration of Protective Covenants, Conditions, and Restrictions, the Directors of Windstone Colony Community Association Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs
3. The Board desires to provide a current, comprehensive list of restrictions, rules, regulations, and architectural control guidelines that apply to all owners in the Association
4. The Board of Directors may promulgate, modify, or delete use restrictions and rules and regulations applicable to all of the units and lots
5. The Board desires to record a summary of restrictions, rules, regulations, and architectural control guidelines in county record for access by all current and future owners

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the “Texas Residential Property Owners Protection Act,” as it may be amended (the “Act”). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association’s policy of enforcement.

EFFECTIVE: 05/19/2021

Sylvia Garza 05 / 26 / 2021

RP-2021-299595

Authorized Board Member Date

Violation Enforcement Procedure

STATUS	VIOLATION PROCEDURE	ACTION REQUIRED
1 st Sighting or Report of Violation	Send Courtesy Notice *Courtesy Notices will not be issued for repeated violations within a 6 month period. A violation repeated within 6 months will be immediately escalated to a notice of intent to fine \$25 dollars if the violation is not resolved within 10 days from the notice. (Sent Certified Mail)	10 days to correct violation
2 nd Sighting/Notice Not Repaired/No application for extension	Send Second Notice with intent to fine twenty five (25) dollars if the violation is not resolved within (10) days from the notice. (Sent Certified Mail) *after a second notice, any repeated violation within a 6 month period will be immediately fined.	10 days to correct violation
3 rd Sighting/Notice Not repaired/No application for extension	Send Third Notice with notice of applied fine of twenty five (25) dollars with the intent to fine an additional fifty (50) dollars if the violation is not resolved within (10) days from the notice. (Sent Certified Mail)	10 days to correct violation
4 th Sighting/Notice Not repaired/No application for extension	Send Fourth Notice with notice of applied fine of fifty (50) dollars with the intent to fine an additional seventy five (75) dollars if the violation is not resolved within (10) days from the notice. (Sent Certified Mail)	10 days to correct violation

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<p>Final Notice</p>	<p>Send Notice of applied fine of seventy five (75) dollars with the intent to continue to fine one hundred (100) dollars every ten days if the violation remains unresolved. The Board may also escalate the matter to the Association's attorney by sending a final notice that the file will be forwarded to the attorney to correct the violation through the court system in thirty (30) days if the violation is not resolved. (Sent certified mail)</p>	<p>10 / 30 days to correct violation</p>
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General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, The Board shall grant such extension if it deems the extension reasonable. The decision to grant an extension may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney, or the process will be resumed at the last level of the process.

Attorney Procedure

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$154.00

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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