



The State of Texas
Secretary of State

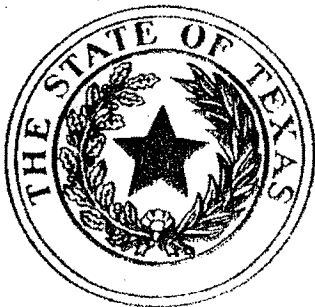
529-95-2243

CERTIFICATE OF INCORPORATION
OF
RESIDENTIAL PROPERTY OWNERS ASSOCIATION
CHARTER NUMBER 517440

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE
ARTICLES OF INCORPORATION.

DATED APR. 29, 1980



DeW Strake Jr.
Secretary of State
DEW

529-95-2244
FILED

In the Office of the
Secretary of State of Texas

Apr. 28 1980

Loma Salgran
Deputy Director, Corporation Division

ARTICLES OF INCORPORATION
OF
RESIDENTIAL PROPERTY OWNERS ASSOCIATION

We, the undersigned natural persons of the age of twenty one years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

I.

The name of the corporation is RESIDENTIAL PROPERTY OWNERS ASSOCIATION.

II.

The Corporation is a non-profit corporation.

III.

The period of its duration is perpetual.

IV.

The purpose or purposes for which the corporation is organized are:

To enforce, supervise, put into effect and otherwise carry out such restrictions and covenants as are filed for record in the Office of the County Clerk of Harris County, Texas, by Krisland Corp. as Developer pertaining to (i) properties in Windsong Section One Subdivision of 84.077 acres out of the W.C.R.R. Co. Survey, Abstract No. 1342, in Harris County, Texas, and (ii) properties in such other subdivisions in said Survey as hereafter become subject to the same restrictions and covenants, as the same may be amended from time to time.

To perform all such functions and do any and all things that may be permitted or required by restrictions and covenants pertaining to said subdivisions;

To promote and supervise the beautification, care, maintenance and upkeep of said subdivisions;

To own, operate, manage and maintain recreational facilities for use by the residents of said subdivisions;

In general, to have and exercise all the powers conferred by the laws of Texas upon non-profit corporations formed for the foregoing purposes under the Texas Non-Profit Corporation Act, and to do any and all things hereinbefore set forth to the same extent as natural persons might or could do.

V.

The street address of the initial registered office of the corporation is 340 Mellie Esperson Building, Houston, Texas 77002; and the name of its initial registered agent at such address is Larry A. Strickland.

VI.

The number of directors constituting the initial Board of Directors is three and the names and addresses of the persons who are to serve as the initial directors are:

Larry A. Strickland	340 Mellie Esperson Building Houston, Texas 77002
Donald W. Suman, Jr.	340 Mellie Esperson Building Houston, Texas 77002
Wm. G. Dwyer	340 Mellie Esperson Building Houston, Texas 77002

VII.

The names and addresses of the incorporators are:

Larry A. Strickland	340 Mellie Esperson Building Houston, Texas 77002
Donald W. Suman, Jr.	340 Mellie Esperson Building Houston, Texas 77002
Wm. G. Dwyer	340 Mellie Esperson Building Houston, Texas 77002

Except as may otherwise be provided in the bylaws, the Board of Directors of the Corporation is expressly authorized to alter, amend or repeal the bylaws or to adopt new bylaws for this corporation without any action on the part of the members.

IN WITNESS WHEREOF, we have hereunto set our hands this 7th day of March, 1980.

Larry A. Strickland
Larry A. Strickland

Donald W. Suman, Jr.
Donald W. Suman, Jr.

Wm. G. Dwyer
Wm. G. Dwyer

STATE OF TEXAS §
COUNTY OF HARRIS §

I, Janice P. McCalman, a Notary Public, do hereby certify that on this 7th day of March, 1980, personally appeared before me Larry A. Strickland, Donald W. Suman, Jr. and Wm. G. Dwyer, who being by me first duly sworn declared that they executed the foregoing document as incorporators of the corporation and that the statements therein contained are true and correct.

Janice P. McCalman
Notary Public in and for
Harris County, Texas

JANICE P. McCALMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 28, 1981



529-95-2247

The State of Texas

Secretary of State

DEC. 12, 1991

ROY D. HAILEY, BUTLER, EHALT & HAILEY
5817 WESTHEIMER, STE. 1600
HOUSTON, TX 77057-7579

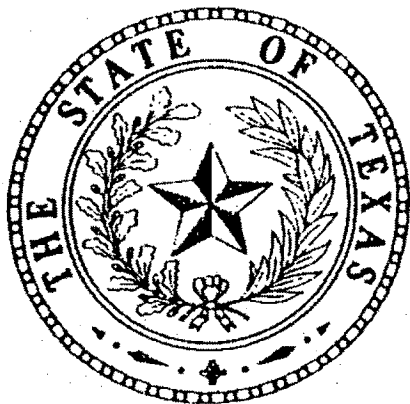
RE:
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION
CHARTER NUMBER 00517440-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR ARTICLES OF AMENDMENT. THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES, AND THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,



John Hannah Jr.
Secretary of State

529-95-2248

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
RESIDENTIAL PROPERTY OWNERS ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas
DEC 12 1991
Corporations Section

Pursuant to the provisions of Article 1396-4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following articles of amendment:

1. The name of the corporation is Residential Property Owners Association.
2. The following amendments to the Articles of Incorporation were adopted on December 2, 1991.
 - a. Article I is amended to read as follows:

The name of the corporation is WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION.

- b. Article IV should be amended to read as follows:

The purpose or purposes for which the corporation is organized are:

to enforce, supervise, put into effect and otherwise carry out such restrictions and covenants as are filed for record in the Official Public Records of Real Property of Harris County, Texas, pertaining to: (i) properties in Windsong, Section One (1), according to the map or plat thereof filed of record in Volume 295, Page 1 of the Map Records of Harris County, Texas, Windsong, Section Two (2), according to the map or plat thereof recorded in Volume 314, Page 110, of the Map Records of Harris County, Texas, and Windsong, Section Three (3), according to the map or plat thereof recorded in Volume 323, Page 59 of the Map Records of Harris County, Texas, all Harris County subdivisions out of the W.C.R.R. Co. Survey, Abstract No. 1342, in Harris County, Texas (the "Survey"); and, (ii) properties in such other subdivisions in the Survey that become subject to restrictions and covenants similar to the restrictive covenants restricting Windsong, Sections One (1), Two, and Three (3) as approved by the Board of Directors of the corporation. It is the intent of subparagraph (ii) that the Board of Directors of the corporation shall have the power to annex additional subdivisions into the jurisdiction of the corporation, provided the subdivisions are in the Survey and subject to restrictions and covenants similar to the restrictions and covenants restricting Windsong, Sections One (1), Two (2) and Three (3);

to perform all such functions and do any and all things that

may be permitted or required by restrictions and covenants pertaining to said subdivisions;

to promote and supervise the beautification, care, maintenance and upkeep of said subdivisions;

to own, operate, manage and maintain recreational facilities for use by the residents of said subdivisions;

In general, to have and exercise all the powers conferred by the laws of Texas upon non-profit corporations formed for the foregoing purposes under the Texas Non-Profit Corporation Act, and to do any and all things hereinbefore set forth to the same extent as natural persons might or could do.

3. The amendment was adopted in the following manner:

The amendment was adopted at a special meeting of members held on December 2, 1991, at which a quorum was present, and the amendment received at least two-thirds of the votes which members present or presented by proxy were entitled to cast.

Residential Property Owners Association

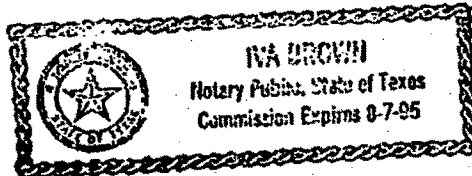
By: *Charles F. Kirkland*
Charles F. Kirkland, President

STATE OF TEXAS *
*
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared Charles F. Kirkland, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 10th day of December, 1991.

[Signature]
NOTARY PUBLIC - STATE OF TEXAS





529-95-2242

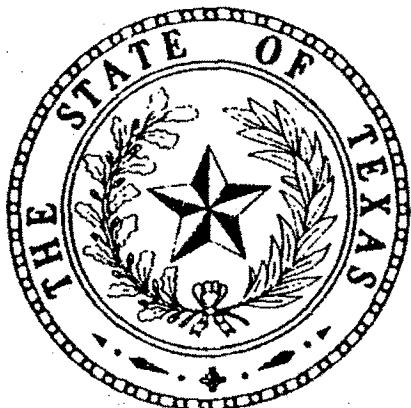
The State of Texas
Secretary of State

CERTIFICATE OF AMENDMENT
FOR
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION
FORMERLY
RESIDENTIAL PROPERTY OWNERS ASSOCIATION
CHARTER NUMBER 00517440

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT ARTICLES OF AMENDMENT HAVE BEEN RECEIVED IN THIS
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND
BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, ISSUES
THIS CERTIFICATE AND ATTACHES HERETO A COPY OF THE ARTICLES OF
AMENDMENT.

DATED DEC. 12, 1991



John Hannah Jr
Secretary of State

U153536

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE

529-95-224T

THE STATE OF TEXAS

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COUNTY OF HARRIS

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12/30/99 300354194 U153536

\$61.00

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Callaway, who, being by me duly sworn according to law, stated the following under oath:

"My name is Nancy Callaway. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of Windsong Community Improvement Association, a Texas Non-Profit Corporation (the "Association"). I am also a custodian of the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to, Windsong, Sections One, Two, Three, and Four per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) Association's Articles of Incorporation and ; and 2) Association's By-Laws.

The documents attached hereto are subject to being supplements, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive: Houston, Texas 77095, Telephone No. (281) 463 - 1777.

SIGNED on this the 28th day of December, 1999.

Nancy Callaway
Printed Name: Nancy Callaway
Position Held: Association Manager

VERIFICATION

THE STATE OF TEXAS

§

COUNTY OF HARRIS

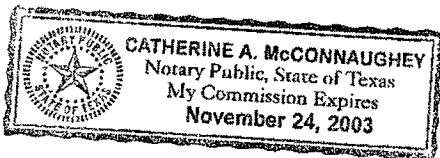
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BEFORE ME, the undersigned authority, on this day personally appeared Nancy Callaway, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 28th day of December, 1999.

Catherine A. McConnaughey
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Hold for
p/u Exhibits

Form 401

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Filing Fee: See Instructions

**Statement of Change of
Registered Office/Agent**

Filed in the Office of the
Secretary of State of Texas
Filing #: 51744001 05/29/2014
Document #: 546858300002
Image Generated Electronically
for Web Filing

Entity Information

The name of the entity is :

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION

The file number issued to the entity by the secretary of state is: **51744001**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:

Darlene Marcum

7170 Cherry Park Dr., Houston, TX, USA 77095

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

A. The new registered agent is an organization by the name of:

Principal Management Group of Houston

OR

B. The new registered agent is an individual resident of the state whose name is:

Registered Office Change

C. The business address of the registered agent and the registered office address is changed to:

11000 Corporate Centre Drive, Suite 150, Houston, TX, USA 77041

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

B. The consent of the registered agent is maintained by the entity.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is: **July 1, 2014**

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: **May 29, 2014**

Tiffanie Nguyen

Signature of authorized person(s)

FILING OFFICE COPY

PROPERTY OWNERS MANAGEMENT CERTIFICATE

(In Compliance with Section 209.004 of Title 11 of the Texas Property Code)

2
JAMC
✓

20130643107
12/27/2013 RP2 \$20.00

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Callaway, who, being by me duly sworn according to the law, stated the following under oath:

“My name is Nancy Lee Callaway I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct. I am the Association Manager of Windsong Community Improvement Association, Inc., a Texas Non-Profit Corporation (the “Association”).

101
4ll (5)

1. The name of the Subdivision is Windsong, Sections 1, 2, 3, and 4

2. The name of the Association is Windsong Community Improvement Association, Inc.

3. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision is as follows:

- Section One (1) - G491401;
- Section Two (2) - H832117;
- Section Three (3) - J412889;
- Section Four (4) - N427514 ; and
- Replat Section Four (4), Reserve B - N863225.

4. The recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

- Section One (1) - G537859;
- Amendment Section One (1) - G829749;
- Second Amendment Section One (1) - H949164;
- Third Amendment Section One (1) - J436745;
- Fourth Amendment Section One (1) - J739502 ; and
- Section Four (4) - N453588.

5. The Association’s name and mailing address is as follows:

Windsong Community Improvement Association, Inc., 7170 Cherry Park Drive, Houston, Texas 77095.

6. The name and address of the Association’s managing agent is as follows:

SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095.
Telephone: (281) 463-1777 – Fax: (281) 463-0050 – E-mail: info@scsmgmt.com.

lll

7. Other pertinent data regarding the Association:

The recording data for the Articles of Incorporation for each Section of the Subdivision is as follows:

- N153536.

The recording data for the By-Laws for each Section of the Subdivision is as follows:

- Includes First, Second, Third, Fourth Amendments - N153536 ; and
- Fifth Amendment - 20120306555.

The recording data for the Architectural Control Guidelines for each Section of the Subdivision is as follows:

- R242647.

The recording data for the Agreement For Mutual Use of Pool Recreational Facility for each Section of the Subdivision is as follows:

- 20090021495.

The recording data for Resolutions are as follows:

- Collection Rules and Installment Plan Guidelines- 20110527434 ;
- Deed Restriction Enforcement - 20100089919 ;
- Document Production and Copying Policy - 20110527435 ;

Document Retention Policy - 20110527436 ;
 Policies and Guidelines Regarding Deed Restriction Matters - 20110527437 ; and
 Flag Display; Religious Display; Political Signs
 Display; Solar Energy and Roofing Materials;
 Composting, Harvesting and Irrigation
 Supplemental Amendment to Sections A, E, & F of Certain
 Policies & Guidelines Regarding Deed Restriction Matters - 20130566205 .
 Flag Display; Religious Display; Political Signs Display;
 Solar Energy & Roofing Materials; Composting,
 Harvesting & Irrigation, Adjacent Lots
 The recording data for Rules and Regulations are as follows:
 Pool Recreational Facility Rules - 20100089921 ; and
 Tennis Court Recreational Facility Rules - 20100089922 .

This document shall remain in full force and effect unless a subsequent amended, revised, supplemented, and/or rescinded document is filed by the Association in the Official Public Records of Real Property of Harris County, Texas. In the event of any conflict, the document with the latest date shall prevail.

SIGNED on this the 4th day of December, 2013.

Nancy Lee Callaway
 Printed Name: Nancy Lee Callaway
 Position Held: Association Manager

VERIFICATION

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Lee Callaway who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 4 day of December



Sharon Griffith
 NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS

After recording, return to:
 Windsong CIA %SCS Management Services, Inc.
 7170 Cherry Park Drive
 Houston, TX 77095

**FILED FOR RECORD
8:00 AM**

DEC 27 2013

Stan Stewart
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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

DEC 27 2013



Stan Stewart
**COUNTY CLERK
HARRIS COUNTY, TEXAS**

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE**

Justice
D

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

20100089921
03/09/2010 RP2 \$20.00

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Callaway, who, being by me duly sworn to law, stated the following under oath:

"My name is Nancy Callaway. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of Windsong Community Improvement Association, Inc., a Texas Non-Profit Corporation (the "Association"). I am also a custodian for the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

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The Association is a "property owners' association" as that term is defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to Windsong, Sections One, Two, Three, and Four per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

- Association's Articles of Incorporation Association's By-Laws
- Association's Rules and Regulations Association's Architectural Control Committee Guidelines
- Association's Articles of Merger Annexation Resolution
- Association's Pool Recreation Facility Rules

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive, Houston, Texas 77095; Telephone No. at (281) 463-1777.

SIGNED on this the 8 day of Feb., 2010.

FILED FOR RECORD
8:00 AM

MAR -9 2010

Sharon Griffith
County Clerk, Harris County, Texas

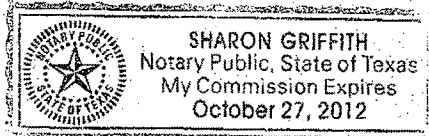
Nancy Callaway
Printed Name: Nancy Callaway
Position Held: Association Manager

VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Callaway, who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 8 day of Feb., 2010.



Sharon Griffith
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

653785

MAY-16-50 43523 537879 LS G PD 356

Rec'd

DECLARATION OF KRISLAND CORP.

157-96-1887

KRISLAND CORP., a Texas corporation, the owner of the following described real property in Harris County, Texas;

- Lots 1 through 54, both inclusive, in Block 1;
- Lots 1 through 38, both inclusive, in Block 2;
- Lots 1 through 10, both inclusive, in Block 3;
- Lots 1 through 49, both inclusive, in Block 4;
- Lots 15 through 47, both inclusive, in Block 5;
- Lots 1 through 41, both inclusive, in Block 6;
- Lots 3 through 32, both inclusive, in Block 7;
- Lots 20 through 31, both inclusive, in Block 8;
- Lot 1 in Block 9;
- Lots 1, 2 and 3 in Block 11;
- Lots 1 and 2 in Block 14;
- Lot 1 in Block 15;
- Lots 1 through 18, both inclusive, in Block 22;
- Lots 1 through 27, both inclusive, in Block 24;
- Lots 1 through 9, both inclusive, in Block 25;
- Lots 1 through 7, both inclusive, in Block 27; and
- Unrestricted Reserve "B", containing 1.532 acres;

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All in WINDSONG SECTION ONE, a Subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 295 at page 1 of the Record of Maps of Harris County, Texas;

100

hereby declares that said real property, to the extent provided herein, shall be held, sold, transferred, and conveyed subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property.

ARTICLE I

Definitions

SECTION 1.1. Definitions. The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

- (a) "Developer" shall mean and refer to Krisland Corp., the declarant herein, and to any corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.
- (b) "Subdivision Plat" shall mean and refer to the plat of Windsong Section One Subdivision recorded in Volume 295 at page 1 of the Record of Maps of Harris County, Texas.
- (c) "Subdivision" shall mean and refer to the land subdivided into numbered lots on the Subdivision Plat and to Unrestricted Reserve "B" shown on the Subdivision Plat. As used in this Declaration the term "Subdivision" shall not cover or include the land in Unrestricted Reserves "A" or "C" shown on the Subdivision Plat.
- (d) "Lot" shall mean and refer initially to any of the 335 Lots shown on the Subdivision Plat, being the Lots described herein above in this Declaration. If a subdivision plat is hereafter filed for record by Developer in the Office of the County Clerk of Harris County, Texas, replatting the area within any of the Lots, then, with respect to the replatted area only, the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such subdivision plat. If building sites are created pursuant to Section 2.5. herein, the term

"Lot" shall also thereafter mean and refer to any building site so created. The term "Lot" shall always cover and include all improvements on the Lot and all rights appurtenant to the ownership of title to the Lot.

- (e) "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence.
- (f) "Assessable Lot" shall mean and refer to any Lot from and after (i) the date on which a Living Unit on such Lot is first occupied as a residence, or (ii) the date on which the FHA or VA guarantees a loan on one or more Living Units in the Subdivision, whichever is the earlier date. Provided, a Lot shall not be considered an Assessable Lot prior to the date as of which paved public street access has been extended to such Lot and water and sanitary sewer lines capable of serving a Living Unit on such Lot have been extended to a point where the Owner of such Lot can connect thereto. Such point shall be within a street right of way adjoining such Lot, or within a utility easement adjacent to one side of such street right of way, or within a utility easement on or adjacent to such Lot. The cost of connecting to such lines shall be borne by the Owner of the Lot when the Owner elects to make such connection, and Developer shall have no responsibility in connection therewith.
- (g) "Reserve B" shall mean and refer to Unrestricted Reserve "B", containing 1.532 acres, as shown on the Subdivision Plat.
- (h) "Fully Assessed Lot" shall mean and refer to any Lot on which a Living Unit has been constructed in which one or more persons are currently residing, or in which one or more persons have resided at any time in the past. Once a Lot becomes a Fully Assessed Lot, it shall remain a Fully Assessed Lot whether or not the Living Unit remains thereon and whether or not such Living Unit is occupied.
- (i) "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are currently residing.
- (j) "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- (k) "Association" shall mean and refer to the Residential Property Owners Association, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets. The initial Board of Directors of the Association consists of Larry A. Strickland, Donald W. Suman, Jr., and Wm. G. Dwyer.
- (l) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Fully Assessed Lot. "Member" shall also mean and refer to Developer until its membership terminates pursuant to the provisions of Section 5.2.
- (m) "Meeting of Members" shall mean and refer to a meeting of Members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been sent to all

Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting, stating the purpose(s) of the meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter(s) requiring a vote of Members by the provisions of this Declaration, the presence at the meeting in person and/or by proxies of Members entitled to cast sixty per cent (60%) of all the votes of each Class of Members with voting privileges shall constitute a quorum. If the required quorum is not present at any meeting called to act on any such matter(s), another meeting may be called to act on the same matter(s), subject to the notice requirement mentioned above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than sixty (60) days following the preceding meeting.

- (n) "Community Properties" shall mean and refer initially to Reserve B, and the improvements thereon, save and except utility lines and cable television lines in, on, under or over Reserve B and appurtenances thereto. Reserve B and the improvements thereon, save and except said Trines and appurtenances, shall be conveyed by Developer to the Association free of debt and liens before any Lot is conveyed to a home owner. If other properties, real or personal, are hereafter conveyed to or otherwise acquired by the Association, the term "Community Properties" shall thereafter also cover and include such other properties.
- (o) "Architectural Control Committee" shall mean and refer to Larry A. Strickland, Donald W. Suman, Jr. and Wm. G. Dwyer, all of Harris County, Texas, and their successors.

ARTICLE II

Subdivision Plat; Easements; Rights Reserved; Building Sites; Adjacent Property

SECTION 2.1. Subdivision Plat. All dedications, easements, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as they relate to the Lots and Reserve B.

SECTION 2.2. Easements. Developer hereby reserves the right to dedicate, convey or reserve easements over, on or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer and/or other utility lines and facilities, and/or for cable television, at or prior to the time Developer parts with title to the land within the easement(s).

SECTION 2.3. Reservations. The title conveyed by Developer to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, and shall be subject to the easements referred to in Sections 2.1. and 2.2. Any system of utility lines and facilities constructed by Developer over, on, or under any such easement may be given, sold or leased by Developer to any public authority, utility company, or holder of a public franchise.

SECTION 2.4. Right to Subdivide or Resubdivide. Prior to the time Developer parts with title thereto, Developer shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in

the Subdivision, except Reserve B; provided, during any period of time that there is an outstanding loan on a Living Unit in the Subdivision guaranteed by the FHA or the VA, no such action shall be taken without the consent of such guarantor(s).

SECTION 2.5. Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration.

SECTION 2.6. No Obligation as to Adjacent Property. The Subdivision is a part of a larger tract or block of land owned by Developer. While Developer may subdivide other portions of its property, or may subject the same to a declaration such as this Declaration, Developer shall have no obligation to do so, and if Developer elects to do so, any subdivision plat or declaration executed by Developer with respect to any of its other property may be the same as or similar or dissimilar to any subdivision plat covering the Subdivision, or any part thereof, or to this Declaration. Some of the tracts shown as "Acreage" on the Subdivision Plat are a part of the other property of Developer referred to in this Section 2.6.

ARTICLE III

Architectural Control Committee

SECTION 3.1. Tenure. The persons named in Subsection 1.1.(o) as members of the Architectural Control Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association have Living Units thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee the remaining person(s) serving on the Architectural Control Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate someone serving on the Architectural Control Committee to act for it. No person serving on the Architectural Control Committee shall be entitled to compensation for services performed pursuant to this Article III. However, the Architectural Control Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Architectural Control Committee.

SECTION 3.2. Approval of Plans. No buildings or other improvements, including driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until the plans and specifications therefor, together with a site plan showing the location of all improvements (both existing improvements, if any, and the improvements covered by the plans and specifications) with reference to property lines, building lines and easements, have been submitted to and approved in writing by the Architectural Control Committee. The plans and specifications shall specify, in such form as the

Architectural Control Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the plans and specifications within ten (10) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 3.2. will be deemed to have been fully complied with.

Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement. Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; driveway access to adjacent streets; the location, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.

SECTION 3.3. Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in the Subdivision until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within ten (10) working days after his name is submitted to it, approval will not be required, and the provisions of this Section 3.3. will be deemed to have been fully complied with.

SECTION 3.4. Errors and Omissions. Any errors in or omissions from the plans and specifications or the site plan submitted to the Architectural Control Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Architectural Control Committee shall have no obligation to check for errors in or omissions from any such plans and specifications or site plan, whether the same relate to lot lines, building lines, easements or otherwise.

ARTICLE IV
Restrictions

SECTION 4.1. Use Restrictions; Living Unit; Garage/Carport. Except for the easement rights elsewhere recognized in this Declaration, the Lots and Reserve B shall be used for the following purposes only:

- (a) Each Lot shall be used only for a Living Unit and a private garage or carport, and no Lot shall be used for business or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage unless the Architectural Control Committee agrees in writing to (i) the substitution of a carport for a garage, or (ii) the complete elimination of the garage requirement. Unless the Architectural Control Committee grants a variance in writing, each garage or carport shall be at least twenty-one (21) feet in length, and shall be at least nineteen (19) feet in width if attached to the Living Unit or twenty (20) feet in width if not attached to the Living Unit. No outside wall of a garage, other than the wall facing the back line of the Lot on which the garage is situated, shall contain any window or other opening except doors and windows in doors.

- (b) Reserve B shall be used only for recreation facilities, parking, landscaping and other purposes deemed by the Association to promote the enjoyment, convenience, safety and welfare of the Members.

SECTION 4.2. Driveways. Unless the Architectural Control Committee grants a variance in writing, each Lot shall have driveway access to the street on which the Lot faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport or residence to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

SECTION 4.3. Height and Size Requirements. No building or Living Unit in the Subdivision shall exceed in height three (3) stories or thirty-six feet (36'), measured from the finished grade of the building site. A Living Unit shall contain not less than 1,000 square feet of living area, unless the Architectural Control Committee grants a variance in writing. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages. Measurements shall be to the face of the outside walls of the living area.

SECTION 4.4. Building Lines.

- (a) No improvement (i) shall be placed or built on any Lot nearer to its front line or either of its side lines than the building set-back lines therefor specified on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.
- (b) Unless the Architectural Control Committee grants a variance in writing, no building shall be located nearer than five feet (5') to an interior line of a Lot, except that a garage or carport located seventy feet (70') or more from the front line of a Lot may be located as near as three feet (3') to an interior side line of such Lot.

SECTION 4.5. Type of Construction. All buildings, structures, and other improvements erected, altered, or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any Living Unit shall be at least fifty-one per cent (51%) brick, stone, or other masonry. In computing such percentage, roof areas shall be excluded, but garages, porches, and other structures attached to the Living Unit shall be included.

SECTION 4.6. Fencing. Unless the Architectural Control Committee grants a variance in writing, there shall be no chain link fencing on any Lot.

SECTION 4.7. Sidewalks. Before the residence constructed on any Lot is completed, the Owner shall construct in the adjacent street right(s) of way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2') away from the Lot line. The sidewalk shall extend along the entire common boundary between the Lot and the adjacent street right(s) of way. In the case of a corner Lot, the front and side sidewalks shall each extend to the street curb, and there shall be a down ramp at each curb if required by any governmental law, rule or regulation applicable thereto.

SECTION 4.8. Gas Appliances. The residence constructed on each Lot shall contain, as a minimum, both gas water heating and gas central comfort heating appliances unless the Architectural Control Committee agrees to the contrary in writing. In the event the residence on any Lot does not contain such appliances, and the absence thereof subjects

Developer to any liability to any gas utility company pursuant to an agreement made by Developer to encourage such gas utility company to furnish gas service to the Subdivision, or any part thereof, then and in that event, whether or not the Architectural Control Committee has consented to the absence of such gas appliances, the Owner of such Lot shall be obligated to compensate and reimburse Developer for the amount of such liability.

SECTION 4.9. Mailboxes, House Numbers, Etc. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

SECTION 4.10. TV and Radio Antennas. Without the prior written authorization of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside a Living Unit or on the exterior of any building or other improvement located on a Lot, unless the antenna is not visible from the street on which the Lot faces or sides.

SECTION 4.11. Grass and Trees. The Owner of each Lot, as a minimum, shall spot sod or sprig with grass the area between his Living Unit and the curb line(s) of the abutting street(s), and shall plant in the same area at least one tree having a minimum diameter of two inches (2") at a height twelve inches (12") above finished grade, unless the Architectural Control Committee approves other landscaping which it determines is equal or better.

SECTION 4.12. Vehicular Sight Lines. No fence, wall, tree, hedge or planting shall be maintained in the Subdivision in such manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

SECTION 4.13. Signage. No billboards or other signs may be erected in the Subdivision without the prior written consent of the Architectural Control Committee. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision, except that flags or banners approved by the Architectural Control Committee may be used at model homes or offices of builders.

SECTION 4.14. Vehicles, Equipment and Machinery. No boat, trailer, camping unit, bus, truck, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition.

SECTION 4.15. Trash. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall place all such prohibited matter in sanitary refuse containers with tight fitting lids. The containers shall be kept in an area adequately screened by planting or fencing, or in some other appropriate manner, so as not to be seen from neighboring Lots or adjacent streets, except that the Owner of each Lot shall place his container(s) near the curb in front of his residence on garbage pick-up days to facilitate the collection thereof. Any such prohibited matter which the garbage pick-up service will not handle shall be removed from the Subdivision by the Owner of the Lot at his expense.

SECTION 4.16. Nuisances. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision, and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 4.17. Maintenance of Lots, Improvements and Landscaping. The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner, (i) to mow the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the record owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent (10%) per annum, and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligations, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon.

SECTION 4.18. Outside Airing and Drying. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots.

SECTION 4.19. Construction Hours. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 6:00 A.M. and before 9:00 P.M.

SECTION 4.20. Animals. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in the Subdivision except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner of any Living Unit, provided they are not kept for any commercial purpose.

SECTION 4.21. Utility Lines and Facilities. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Outside lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

An underground electric distribution system will be installed in the Subdivision, which underground service area embraces all Lots in the Subdivision. The Owner of each Lot shall, at his 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 on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such 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. In addition the Owner of each Lot shall, at his 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 the residence

constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Living Unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

The electric company has installed the underground electric distribution system in the Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided), upon Developer's representation that the Subdivision is being developed for single family dwellings which are designed to be permanently located where originally constructed (such category of dwellings expressly excludes mobile homes), which are built for sale, and which are wired so as to provide for separate metering to each dwelling unit. Should the plans of Lot owners in the Subdivision be changed so as to permit the erection therein of any mobile home, the company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve the Subdivision, or (b) the Owner of such Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

SECTION 4.22. Drilling. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Subdivision.

SECTION 4.23. Sewage. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

SECTION 4.24. Sales Facilities. Notwithstanding the foregoing provisions of this Article IV, Developer and its permittees shall have the exclusive right to erect, place, and maintain on their respective properties in the Subdivision such facilities (including but not limited to, offices, storage areas, model units, and signs) as in Developer's sole discretion may be necessary or convenient to improve and/or sell properties in the Subdivision.

ARTICLE V

Membership and Voting Rights in the Association

SECTION 5.1. Membership. The Owner of each Fully Assessed Lot, during the period of his ownership, shall automatically be a Member. Membership shall be appurtenant to and may not be separated from ownership of a Fully Assessed Lot. Developer, whether or not it is the Owner of a Fully Assessed Lot, shall also be a Member until its membership terminates pursuant to the provisions of Section 5.2. below.

SECTION 5.2. Voting Rights. The Association shall have the following class or classes of voting membership with the following rights:

CLASS A: The Owners of the Fully Assessed Lots shall be the Class A Members, and by virtue of such membership, the Owner of each Fully Assessed Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Fully

Assessed Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Fully Assessed Lot.

CLASS B: Developer shall be the sole Class B Member, and by virtue of such membership, shall be entitled to three (3) votes in the Association for each Lot owned by Developer. The Class B membership shall terminate at Midnight on December 31, 1984, or when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, whichever occurs earlier.

ARTICLE VI

Property Rights in the Community Properties

SECTION 6.1. Members' Rights. Subject to the provisions of Section 6.2. each Member shall have a common right and easement of enjoyment in the Community Properties jointly with all other Members, and such right and easement shall be appurtenant to and shall pass with the title to each Fully Assessed Lot.

SECTION 6.2. Limitations on Members' Rights; and Rights of Association. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors):

- (a) The Association shall have the right to borrow money and to mortgage the Community Properties, or any part thereof.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Community Properties, such as (but not limited to) a separate charge for the use of swimming facilities or tennis facilities.
- (f) The Association shall have the right to dedicate or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by two-thirds (2/3) of each Class of Members with voting privileges has been recorded.
- (g) The Association shall have the right to rent or lease any part of the Community Properties.

- (h) The Association shall have the right to extend the enjoyment of its recreational facilities to persons other than Members, on such terms and for such consideration as the Board of Directors of the Association shall determine.

SECTION 6.3. Delegation of Use. Any Member may delegate, in accordance with the by-laws of the Association, his right of enjoyment in the Community Properties to the members of his family, his tenants, or contract purchasers who reside on his Lot.

ARTICLE VII

Assessments and Lien Therefor; Books

SECTION 7.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Assessable Lot owned by it, hereby covenants, and each Owner of an Assessable Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, and whether or not the Lot is an Assessable Lot at the time of the deed or other conveyance or becomes an Assessable Lot thereafter, shall be deemed to covenant and agree to pay to the Association annual assessments fixed, established, and collected from time to time as hereinafter provided, together with such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person who is the Owner of such Lot at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such Lot. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

SECTION 7.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively (i) to improve, beautify, manage, operate, care for, maintain, repair and replace the Community Properties, (ii) to pay taxes and insurance premiums on the Community Properties, and (iii) to promote the recreation, health, safety, enjoyment and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, providing garbage and rubbish pickup, enforcing the provisions contained in this Declaration, employing one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee and the officers and directors of the Association in performing their respective duties and authority, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties or for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

SECTION 7.3. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Lots to obtain funds reasonably anticipated to be needed for the purposes stated in Section 7.2., including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

- (a) The amount of the annual assessment for each Fully Assessed Lot shall not exceed \$144.00, except that for any calendar year after the calendar year 1981, the Association may increase said maximum amount of the annual assessment for each Fully Assessed Lot, but if any such change increases the maximum amount which can be assessed against each Fully Assessed

Lot to more than 110% of the amount assessed in the preceding calendar year, the change must be approved by two-thirds (2/3) of the votes cast by each Class of Members with voting privileges at a Meeting of Members.

- (b) The amount assessed each year against each Assessable Lot other than a Fully Assessed Lot shall be one-half (1/2) of the amount assessed for that year against each Fully Assessed Lot.
- (c) Subject to the other provisions hereof, (i) the amount of the annual assessment for each Fully Assessed Lot for each calendar year shall be the same as the annual assessment for each of the other Fully Assessed Lots for that calendar year, and (ii) the amount of the annual assessment for each Assessable Lot other than a Fully Assessed Lot for each calendar year shall be the same as the annual assessment for each of the other Assessable Lots other than Fully Assessed Lots for that calendar year.

SECTION 7.4. Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on each Assessable Lot on the first day of the calendar month after it becomes an Assessable Lot. The amount of the annual assessment on each Assessable Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment on such Lot provided for in Section 7.3. hereof as the remaining number of months in that year bears to twelve, and shall be due and payable on the day such Lot becomes an Assessable Lot. After the first year, the annual assessment on such Lot for each calendar year shall be due and payable on the first day of January in said year. If a Lot is assessed for all or part of a calendar year as an Assessable Lot which is not a Fully Assessed Lot, and then during that calendar year said Lot becomes a Fully Assessed Lot, the increase in the annual assessment on such Fully Assessed Lot for the balance remaining in that calendar year (i) shall commence on the first day of the calendar month after it becomes a Fully Assessed Lot, (ii) shall be that proportion of a full year's increase which the remaining number of months in that year bears to twelve, and (iii) shall be due and payable on the day such Lot becomes a Fully Assessed Lot; and as provided above, thereafter the annual assessment on such Fully Assessed Lot for each calendar year shall be due and payable on the first day of January in said year.

SECTION 7.5. Duties of the Board of Directors. Subject to the criteria and limitations set out in Section 7.3., the Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Lot for each calendar year, at least thirty (30) days in advance of the assessment period, and shall give written notice of the assessment to each Owner subject thereto. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Lots showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand, and for a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

SECTION 7.6. Effect of Non-Payment of Assessment; the Lien; Remedies of the Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Lot against which the assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall bear interest thereafter at the rate of ten per cent (10%) per annum until it is paid, and the Association may bring an action at law against the Owner personally obligated to pay

the same and/or an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit.

SECTION 7.7. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the Lot subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

SECTION 7.8. Exempt Property. The Assessments and liens created in this Article VII shall apply only to the Assessable Lots, and the remainder of the property in the Subdivision shall not be subject thereto or entitled to the rights granted to Members in Article VI.

SECTION 7.9. Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

ARTICLE VIII

Garbage and Rubbish Pickup

SECTION 8.1. Pickup Service. In lieu of using the assessments provided for in Article VII above to cover the cost of garbage and rubbish pickup for the Occupied Lots, the Association shall have the right, but not the obligation, at the discretion of its Board of Directors, to contract for garbage and rubbish pickup service on behalf of any or all Occupied Lots, and to charge or have the garbage contractor charge the Owner of each such Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service. Payment for such service may be on a monthly, quarterly, or semi-annual basis, at the discretion of the Board of Directors of the Association, and may be made payable in advance.

SECTION 8.2. Effect of Non-Payment of Garbage Charge; The Lien; Remedies of Association. If a garbage charge for any billing period (whether monthly, quarterly, or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Occupied Lot to be charged, whichever is the later, the garbage charge shall bear interest thereafter at the rate of ten per cent (10%) per annum until paid. The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Occupied Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by a continuing lien on such Occupied Lot, including improvements thereon, which shall be binding on such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law to foreclose the lien securing the garbage charge and there shall be added to the amount of the garbage charge the interest thereon and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit. At the discretion of its Board of Directors, the Association may discontinue garbage service to any Occupied Lot which is in default hereunder, until all amounts in arrears, including the interest called for herein, have been paid in full.

SECTION 8.3. Subordination of Lien to Mortgages. With respect to each Occupied Lot, the lien provided for in Section 8.2. shall be subordinate to the same liens to which the assessment provided for in Article VII is subordinate pursuant to the provisions of Section 7.7., and may be subordinated to any other lien by the Association, in the discretion of its Board of Directors.

ARTICLE IX

Extension of Declaration to Additional Land

SECTION 9.1. Additions to the Subdivision. Notwithstanding the provisions of Section 10.2., and notwithstanding any other provision in Articles I through X of this Declaration to the contrary, and without the joinder, consent, vote or approval of the persons and parties who are then Members of the Association and/or Owners of Lots under this Declaration, or anyone else (except as provided in Article XI), Developer shall have the right and option (but not the obligation or duty), at any time or from time to time between the date of this Declaration and December 31, 1985, to file for record in the Office of the County Clerk of Harris County, Texas an Amendment to this Declaration which:

- (a) Expands the definition of "Subdivision Plat" herein so that it covers and includes not only the subdivision plat(s) then covered by said definition but also the recorded plat(s) of one or more additional subdivisions, expands the definition of "Subdivision" herein so that it covers and includes not only the land then covered by said definition but also all or any part of the land subdivided into numbered lots in the plat(s) of said additional subdivision(s), and/or expands the definition of "Lots" in the first sentence of Subsection 1.1.(d) hereof so that it covers and includes not only the Lots then covered by said definition but also (i) the numbered lots shown on the plat(s) of said additional subdivision(s) and/or (ii) one or more tracts described by metes and bounds in said Amendment and designated therein as residential lots. After the filing for record of any such Amendment, the provisions of the second, third and fourth sentences of Subsection 1.1.(d) hereof shall apply not only to the Lots to which such provisions previously applied but also to the Lots which become such pursuant to such Amendment;
- (b) Makes such additional Lots subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth in this Declaration, except that said Amendment may change the requirements relating to garages on said additional Lots from those specified in Section 4.1. of this Declaration, may change the minimum size requirements for the Living Units on said additional Lots from those specified in Section 4.3. of this Declaration, and may change or eliminate any of the building lines for said additional Lots from those specified in Subsection 4.4.(b) of this Declaration;
- (c) Grants to such additional Lots and the Owners thereof the benefits of this Declaration; and
- (d) Sets forth any additional restrictions which Developer wishes to impose on said additional Lots.

Each such Amendment shall be executed by Developer, and shall be effective as an Amendment to this Declaration from and after the date it is filed for record in the Office of the County Clerk of Harris County, Texas, and all rights and obligations accruing therefrom shall commence and be measured as of and from said filing date.

SECTION 9.2. Limitation on Number of Additional Lots. The Amendments to this Declaration referred to in Section 9.1. above shall add, in the

aggregate, not more than an additional 1115 Lots to the 335 Lots originally covered by this Declaration, all of which shall be within the boundaries of the property now owned by Developer lying north and west of the Subdivision and adjacent thereto.

ARTICLE X

General Provisions

SECTION 10.1. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying one or more Lots or Reserve B, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 10.2. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association and recorded in the Office of the County Clerk of Harris County, Texas, when approved in writing by (i) the Owners of ninety per cent (90%) of the Lots in the Subdivision if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the Owners of seventy-five per cent (75%) of the Lots in the Subdivision if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

SECTION 10.3. Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Owners of three-fourths (3/4) of the Lots in the Subdivision has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

SECTION 10.4. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration, and failure of Developer, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 10.5. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 10.6. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 10.7. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 10.8. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Developer and the Association and their respective successors and assigns.

ARTICLE XI

FHA/VA Approval

As long as there is Class B membership in the Association, the following actions will require the prior approval of the FHA or the VA if they have a loan guarantee outstanding on any property in the Subdivision: an addition to the Subdivision; a transfer of the Association's assets to a successor corporation by merger, consolidation or conveyances of assets; a conveyance to or acquisition by the Association of additional land as a part of its Community Properties; the execution of a mortgage covering all or any part of the Community Properties; the exercise by the Developer of the rights reserved by it in Section 2.4.; and/or an amendment to or termination of this Declaration. The provisions of this Article XI shall terminate when the Class B membership in the Association terminates.

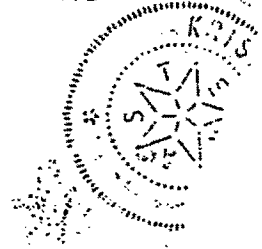
IN WITNESS WHEREOF, this Declaration is executed this the 14th day of May, 1980.

ATTEST:

KRISLAND CORP.

Wm. G. Dwyer
WM. G. DWYER, Secretary

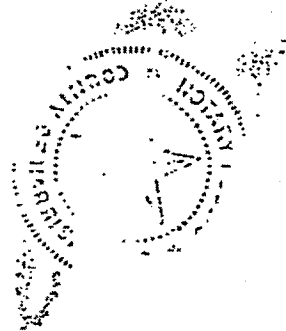
By Larry A. Strickland
Larry A. Strickland



THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry A. Strickland, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Krisland Corp., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of May, 1980.



Janice P. McCalman
Notary Public in and for
Harris County, Texas

JANICE P. McCALMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 28, 1981

157-96-1903

SUBORDINATION OF LIENS

HOUSTON NATIONAL BANK, the owner and holder of liens against property in Windsong Section One, a Subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 295 at page 1 of the Map Records of said County, does hereby consent to the Declaration of Krisland Corp. to which this Subordination of Liens is attached, and does hereby subordinate its liens to the terms and provisions contained in said Declaration.

EXECUTED the 15 day of May, 1980.

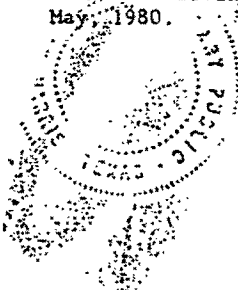
HOUSTON NATIONAL BANK

By: [Signature]
Donald H. Sampley, Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Donald H. Sampley, Vice President of Houston National Bank, a corporation, 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 15th day of May, 1980.



[Signature]
Notary Public in and for
Harris County, Texas

DONNA BITTNER
Notary Public in Harris Co. for State of Texas
My Commission Expires 6-29 19 80

RETURN TO:
KRISLAND CORP.
340 Mellie Esperson Building
Houston, Texas 77002

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

MAY 15 1980



[Signature]
COUNTY CLERK,
HARRIS COUNTY, TEXAS

[Signature]
COUNTY CLERK,
HARRIS COUNTY, TEXAS

MAY 16 10 17 AM '80

FILED

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Amended

AMENDMENT TO DECLARATION OF KRISLAND CORP.

175-99-1762

RESIDENTIAL PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, with the written approval of the owners of more than ninety percent (90%) of the Lots in Windsong Section One, a Subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 295 at page 1 of the Map Records of Harris County, Texas, which approval is evidenced by the Amendment dated December 23, 1980, attached hereto as Exhibit A, hereby amends the Declaration of Krisland Corp. dated May 14, 1980, recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 157-96-1887 and the Harris County Clerk's File No. G537859, as follows:

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1. The first sentence in Section 8.1 of said Declaration is hereby amended to read as follows:

be

"If the assessments provided for in Article VII above are not used to cover the cost of garbage and rubbish pickup for the Occupied Lots, and if such service is not being supplied by a governmental entity, then the Association shall contract for garbage and rubbish pickup service on behalf of all Occupied Lots and charge or have the garbage contractor charge the Owner of each Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service."

2. Between the first and second sentences in Article XI of said Declaration, the following shall be added:

"As long as there is Class B membership in the Association, if the FHA or the VA has a loan guarantee outstanding on any property in the Subdivision, the Architectural Control Committee shall not have the right to grant a variance from any of the requirements or restrictions contained in this Declaration without first giving thirty (30) days prior written notice to the one or both of them with a loan guarantee outstanding as to the variance under consideration, and if within thirty (30) days after receipt of said notice the FHA or the VA notifies the Architectural Control Committee in writing that it objects to the proposed variance, the variance shall not be granted by the Architectural Control Committee."

IN WITNESS WHEREOF, this Declaration is executed this the 14th day of January, 1981.

RESIDENTIAL PROPERTY OWNERS ASSOCIATION

W

By: *Larry A. Strickland*
Larry A. Strickland, President

Return To:
KRISLAND CORP.
240 Mallie Ederson Bldg.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

175-99-1763

BEFORE ME, the undersigned authority, on this day personally appeared Larry A. Strickland, President of RESIDENTIAL PROPERTY OWNERS ASSOCIATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of January,



Janice P. McCalman

Notary Public in and for
Harris County, Texas

JANICE P. McCALMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 28, 1981

EXHIBIT A

AMENDMENT TO DECLARATION OF KRISLAND CORP.

175-99-1764

The undersigned, being the owners (in the aggregate) of more than ninety percent (90%) of the Lots in Windsong Section One, a Subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 295 at page 1 of the Map Records of Harris County, Texas, hereby amend the Declaration of Krisland Corp. dated May 14, 1980, recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 157-96-1887 and the Harris County Clerk's File No. G537859, as follows:


1. The first sentence in Section 8.1 of said Declaration is hereby amended to read as follows:

"If the assessments provided for in Article VII above are not used to cover the cost of garbage and rubbish pickup for the Occupied Lots, and if such service is not being supplied by a governmental entity, then the Association shall contract for garbage and rubbish pickup service on behalf of all Occupied Lots and charge or have the garbage contractor charge the Owner of each Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service."

2. Between the first and second sentences in Article XI of said Declaration, the following shall be added:

"As long as there is Class B membership in the Association, if the FHA or the VA has a loan guarantee outstanding on any property in the Subdivision, the Architectural Control Committee shall not have the right to grant a variance from any of the requirements or restrictions contained in this Declaration without first giving thirty (30) days prior written notice to the one or both of them with a loan guarantee outstanding as to the variance under consideration, and if within thirty (30) days after receipt of said notice the FHA or the VA notifies the Architectural Control Committee in writing that it objects to the proposed variance, the variance shall not be granted by the Architectural Control Committee."

IN WITNESS WHEREOF, this Declaration is executed this the 23rd day of December, 1980.

ATTEST:

Wm. G. Dwyer
Wm. G. Dwyer, Secretary

KRISLAND CORP.

By: Larry A. Strickland
Larry A. Strickland, President

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Notice
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WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
CERTAIN POLICIES & GUIDELINES REGARDING DEED RESTRICTION MATTERS

See

- I. Names of the Subdivisions are Windsong, Sections One (1), Two (2), Three (3), and Four (4):
- II. Name of Association is WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.:
- III. Subdivision recording data (i.e. the map or plat recording data for each section in the subdivision):

<u>Subdivision Name/Section</u>	<u>Map /Plat Recorded in Clerk's File No.</u>
Windsong, Section One (1)	G481401;
Windsong, Section Two (2)	H832117;
Windsong, Section Three (3)	J412889;
Windsong, Section Four (4)	N427514; and
Windsong, Section Four (4), Reserve B	N863225

- IV. Declaration of Covenants, Conditions and Restrictions recording data: (the recording data for each Declaration for each section in the subdivision):

<u>Subdivision Name/Section</u>	<u>Declaration Recorded in Clerk's File No.</u>
Windsong, Section One (1)	G537859;
Amendment Windsong, Section One (1)	G829749;
Second Amendment Windsong, Section One (1)	H949164;
Third Amendment Windsong, Section One (1)	J436745;
Fourth Amendment Windsong, Section One (1)	J739502; and
Windsong, Section Four (4)	N453588

V. Pursuant to Sections 202.007, 202.009, 202.010, 202.011, 202.018, Title 11 of the Texas property code, policies/guidelines regarding flag display, religious display, political signage display, solar energy devices & roofing materials, and composting, harvesting & irrigation devices & systems were approved by a regular meeting of the Board of Directors for the WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. hereinafter referred to throughout as the "Association", said meeting being properly called and a quorum being present on the 27th day of October, 2011:

A. FLAG DISPLAY POLICY

- 1. ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED. The Association may adopt or enforce reasonable dedicatory instrument provisions to regulate the size, number, and location of flagpoles on which flags are displayed; therefore, a written architectural application must be submitted, and written approval be granted by the Architectural Control/Review Committee prior to erecting a permanent flagpole or exterior illumination.
- 2. ARCHITECTURAL CONTROL/REVIEW COMMITTEE SUBMISSION REQUIREMENTS. A copy of the existing site plan showing the house and other structures, fences, significant vegetation, property and setback lines with the following information: the proposed location and dimensions of the flag and flagpole, materials and finish of flagpole, materials and finish of proposed lighting fixture, location and bulb color and wattage.
- 3. FLAGS. This policy is only for the display of the flag of the United States of America; the flag of the State of Texas; and an official or replica flag of any branch of the United States Armed Forces on any property.

No disrespect should be shown to the flag of the United States of America. Flags shall be no larger than 3 feet by 5 feet.

4. **FLAGPOLES.** No more than one building or pole-mounted flagpole not to exceed 20 feet in height will be permitted on any property. Any flagpole attached to a dwelling or a freestanding flagpole 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. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record. Flagpoles should be located so as to minimize their impact on neighboring properties. When locating freestanding flagpoles, the size of the property, relationship to adjacent residences, the size of the flag, the height, color and material of the pole shall be considered.
5. **CONDITION.** A displayed flag and the flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.
6. **NOISE.** Flags shall be displayed in such a manner so as to abate noise caused by an external halyard of a flagpole so as to not be a nuisance, irritant or adversely impact other neighboring property owners.
7. **LIGHTS.** Any lighting used to illuminate a displayed flag must not be a nuisance or impact neighboring properties with regard to glare or intensity. Lighting which is part of the original structure may not be altered without prior approval. Proposed replacement or additional fixtures must be compatible in style and scale with the existing property. Exterior lighting shall not be directed outside the owner's property, and should not have an adverse visual impact upon adjoining neighbors.
8. **ASSOCIATION PROPERTY.** Property Owners may not locate a displayed flag or flagpole on property that is owned or maintained by the Association.

B. RELIGIOUS DISPLAY POLICY

1. **ENTRY DISPLAY.** The Association will not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. The association may remove an item displayed in violation of a restrictive covenant permitted by the following paragraphs.
2. **PROHIBITED.** The Association is not prohibited from enforcing or adopting a covenant that, to the extent allowed by the constitution of this state and the United States, prohibits the display or affixing of a religious item on the entry to the owner's or resident's dwelling that: (i) threatens the public health or safety; (ii) violates a law; (iii) contains language, graphics, or any display that is patently offensive to a passerby; (iv) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or (v) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
3. **ENTRY DOOR.** Owner or resident may not use a material or color for an entry door or door frame of the owner's or resident's dwelling, or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling.

C. POLITICAL SIGNS DISPLAY POLICY

1. **SIGN DISPLAY PERIOD.** The association will not enforce or adopt a restrictive covenant that prohibits a property owner from displaying on the owner's property one or more signs advertising a political candidate or ballot item for an election: (i) on or after the 90th day before the date of the election to which the sign relates; or (ii) before the 10th day after that election date.

2. **SIGN DISPLAY ENFORCEMENT.** The Association may enforce or adopt a covenant that requires a sign to be ground-mounted, or that limits a property owner to displaying only one sign for each candidate or ballot item. The Association is not prohibited from enforcing or adopting a covenant that prohibits a sign that: (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) is larger than four feet by six feet; (vi) violates a law; (vii) contains language, graphics, or any display that would be offensive to the ordinary person; or (viii) is accompanied by music or other sounds, or by streamers, or is otherwise distracting to motorists.
3. **SIGN REMOVAL.** The Association may remove a sign displayed in violation of a restrictive covenant permitted by the paragraph above labeled 'Sign Display Period' and 'Sign Display Enforcement'.

D. SOLAR ENERGY & ROOFING MATERIAL POLICY

1. **ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED.** The Association requires that a written architectural application be submitted and written approval be granted by the Architectural Control/Review Committee prior to the installation of any solar energy device or roofing materials. "Solar energy device" has the meaning assigned by Section 171.107, Tax Code. Approval for installation of a solar energy device shall not be withheld if the provisions of the dedicatory instruments and conditions contained in this policy are met or exceeded, unless it is determined in writing that placement of the device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination, the written approval of the proposed placement of the device by all property owners of adjoining properties constitutes prima facie evidence that such a condition does not exist.
2. **SOLAR DEVICE INSTALLATION.** The Association will include or enforce a provision in a dedicatory instrument that prohibits a solar energy device that: (i) is located in an area on the Owner's property other than the roof of the home or another structure allowed under a dedicatory instrument; or (ii) in a fenced yard or patio owned and maintained by the property Owner; (iii) if located in a fenced yard or patio, is taller than the fence line; or (iv) as installed, voids material warranties; or (v) was installed without prior approval by the Architectural Control/Review Committee.
3. **ROOF MOUNTED SOLAR DEVICE.** The Association will include or enforce a provision in a dedicatory instrument that prohibits a solar energy device which if mounted on the roof of the home: (i) extends higher than or beyond the roofline; (ii) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Association; (iii) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or (iv) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.
4. **ROOFING MATERIALS.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts an Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities; and when installed resemble the shingles used or otherwise authorized for use on property in the subdivision; are more durable than and are of equal or superior quality to the shingles which are wind and hail resistant; and match the aesthetics of the property surrounding the owner's property.

5. **PROHIBITION.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device unless the solar energy device threatens public health or safety or violates a law as adjudicated and determined by a court. During the development period, the declarant may prohibit or restrict a property owner from installing a solar energy device. Property Owners may not locate any solar energy device or install roofing materials on property that is owned or maintained by the Association.

E. COMPOSTING, RAIN HARVESTING & IRRIGATION POLICY

1. **ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED.** A written architectural application must be submitted and written approval be granted by the Architectural Control/Review Committee prior to the installation of any composting device, rain barrel/rain harvesting system, water conservation or irrigation system.
2. **COMPOSTING.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass. However, the Association will regulate requirements, including size, type, shielding, and materials, for or the location of a composting device so long as the restriction does not prohibit the economic installation of the device on the owner's property where there is reasonably sufficient area to install the device. Composting devices must be installed in fenced yard or patio of an owner's property.
3. **IRRIGATION SYSTEMS.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from implementing efficient irrigation systems, including underground drip or other drip systems. However, it will regulate the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
4. **WATER CONSERVATION.** The Association may restrict the type of turf used by a property owner in the planting of new turf to encourage or require water-conserving turf. The Association is not prohibited from regulating the installation or use of gravel, rocks, or cacti or yard and landscape maintenance if the restrictions or requirements do not restrict or prohibit turf or landscaping design that promotes water conservation.
5. **RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing rain barrels or a rainwater harvesting system. However, the Association will not permit a rain barrel or rainwater harvesting system to be installed in or on a property: (i) if the property is located between the front of the property owner's home and an adjoining or adjacent street; or (ii) the barrel or system is of a color other than a color consistent with the color scheme of the property owner's home; or (iii) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured. The Association will regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if the restriction does not prohibit the economic installation of the device or appurtenance on the property owner's property; and there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.
6. **ASSOCIATION PROPERTY.** Property Owners may not locate a composting device, rain harvesting or irrigation system on property that is owned or maintained by the Association.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
REGARDING DOCUMENT PRODUCTION AND COPYING POLICY**

5
Notice
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WHEREAS, pursuant to the Chapter 209.005 of the Texas Property Code, WINDSONG COMMUNITY IMPROVEMNET ASSOCIATION, INC., (the "Association") shall make the books and records of the Association, including financial records, open to and reasonably available for examination by owners; and

WHEREAS, there is a need, and the Board of Directors desires to establish rules and regulations relating to a uniform and systematic procedure for producing Association records; and

WHEREAS, at a regular meeting of the Board of Directors of the Association, said meeting being properly called and a quorum being present, a Document Production and Copying Policy was adopted; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Association has and does hereby adopt the following Document Production and Copying Policy which shall be recorded in the real property records of each county in which the subdivision is located.

SIGNED this the 27th day of October, 2011

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: *Dennis Shook*, President
Printed Name: DENNIS SHOOK

*for
lee*

**WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
DOCUMENT PRODUCTION & COPYING POLICY**

1. EXAMINATION OF BOOKS & RECORDS. The WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. (the "Association") shall make its books, records, and financial records reasonably available for examination by an Owner, or a person designated in writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, all of which are referred to collectively as ("Owner"). The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.
2. WRITTEN REQUEST TO INSPECT OR COPY. Requests to inspect or copy Association books and records must be made in writing and sent by certified mail to the Association at SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095. The request must contain an election either to: (i) inspect the books and records before obtaining copies; or (ii) have the Association forward copies of the requested books and records. The request should also contain sufficient detail or description as to identify the documents requested.
3. PAYMENT OF ESTIMATED COSTS. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are 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. **COSTS FOR DOCUMENT COMPILATION, PRODUCTION, AND REPRODUCTION COPIES.** The following schedule of costs is adopted pursuant to the Chapter 70 of the Texas Administrative Code. Note that each side of a page that has recorded information is considered a page:

SCHEDULE OF COSTS FOR DOCUMENT COMPILATION, PRODUCTION, AND REPRODUCTION	
COST	ITEM DESCRIPTION
\$0.10	8.5" x 11" page
\$0.10	8.5" x 14" page
\$0.50	11" x 17" page
\$1.00	CD or audio cassette
\$2.50	Video cassette
\$3.00	DVD
Actual Cost	<ul style="list-style-type: none"> - Paper greater than 11"x17" or specialty paper (Mylar, blueprint, blue-line, color, photographs and maps). - Other electronic media or magnetic tape, data cartridge, tape cartridge and JAZ drive. - Supplies used in producing the records including labels, boxes, folders and along with postage for mailing the records.
\$15.00 per hour	Labor charge for actual time to locate, compile and reproduce the records which shall only be charged if request is greater than 50 pages in length.
20%	Overhead charge of 20% of total labor charge only if the request is greater than 50 pages in length.

5. **PERSONAL INFORMATION.** The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the association, an owner's contact information, other than the owner's address, or information related to an employee of the association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner. However, the books and records shall be released or made available for inspection if: (i) The express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or (ii) A court orders the release of the books and records or orders that the books and records be made available for inspection.
6. **WRITTEN REPLY TO INSPECT OR COPY.** To the extent the books and records that are in the possession, custody, or control of the Association, the Association shall send written notice to the Owner, on or before the 10th business day after the date the request is received, of dates during normal business hours that an Owner may inspect the records. Or if copies were requested the Association shall send the copies, or shall send a notice that the Association is unable to produce the records before the 10th business date and states a date by which information will be sent or made available for inspection not later than the 15th business day after the request is received. To this end, the following form of response is adopted, the substance of which may be revised from time-to-time without the need to revise this Document Production and Copying Policy:

REPLY TO REQUESTS FOR ASSOCIATION BOOKS AND RECORDS

[Date of Letter]

Dear Homeowner:

On or about the _____ date of _____, 20____, the Windsong Community Improvement Association, Inc., ("Association") received a request for:

Copies of specific Association records.

Inspection of the books and records of the Association.

Please be advised that (check only the boxes that apply):

We are able to provide you with the requested records within 10 business days of your request. Please call 281-463-1777 to schedule an appointment at a mutually agreeable time between the hours of 9:00 a.m. and 4:00 p.m. on regular business days at the office of SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, TX 77095. Should copies of specific documents be needed during or after the inspection, you will be required to pay the associated costs before the copies will be provided to you. See schedule of costs below.

We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response or on or about the _____ day of _____, 20____. On this date, please call 281-463-1777 to schedule an appointment at a mutually agreeable time between the hours of 9:00 a.m. and 4:00 p.m. on regular business days at the office of SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, TX 77095. Should copies of specific documents be needed during or after the inspection, you will be required to pay the associated costs before the copies will be provided to you. See schedule of costs below.

Please correct and resubmit your request, as it is inadequate because:

Must be sent in the form of a written request by certified mail to the mailing address of the Association: c/o SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095.

Fails to contain an election either to: (i) inspect the books and records before obtaining copies; or (ii) have the Association forward copies of the requested books and records.

Fails to adequately describe or identify the books and records to be inspected and or copied.

Please be advised that the estimated costs for providing records to you are:

Approximately: \$_____. In order to obtain the records you must first pay the Association the cost of providing the records to you. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the offices of SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095 by calling 281-463-1777 to schedule an appointment at a mutually agreeable time between the hours of 9:00 AM and 4:00 PM on regular business days. See schedule of costs below.

Less than actual costs and the Association is sending you this letter as a final invoice on or before the 30th business day after the date the information is delivered to you. The amount due and owing to the Association is \$_____. Be advised that if the additional amounts are not reimbursed to the Association before the 30th business day after the date the invoice is sent to you, they may be added to your account as an assessment.

Greater than the actual costs and you are entitled to a refund of \$_____ which is now being issued to you not later than the 30th business day after the date the amounts were requested from you.

SCHEDULE OF COSTS FOR COMPILATION, PRODUCTION, AND REPRODUCTION	
COST	ITEM DESCRIPTION
\$0.10	8.5" x 11" page
\$0.10	8.5" x 14" page
\$0.50	11" x 17" page
\$1.00	CD or audio cassette
\$2.50	Video cassette
\$3.00	DVD
Actual Cost	<ul style="list-style-type: none"> - Paper greater than 11"x17" or specialty paper (Mylar, blueprint, blueline, color, photographs and maps). - Other electronic media or magnetic tape, data cartridge, tape cartridge and JAZ drive. - Supplies used in producing the records including labels, boxes, folders and along with postage for mailing the records.
\$15.00 per hour	Labor charge for actual time to locate, compile and reproduce the records which shall only charged if request is greater than 50 pages in length.
20%	Overhead charge of 20% of total labor charge only if the request is greater than 50 pages in length.
<i>The Association may produce books and records requested in hard copy, electronic, or other formats reasonably available.</i>	

Sincerely,

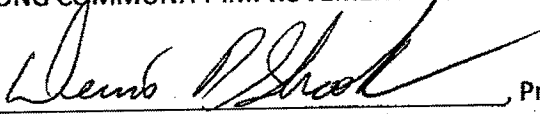
Windsong Community Improvement Association, Inc.

CERTIFICATION

"I, the undersigned do hereby certify that I am the duly elected and acting President of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. and the following Document Production and Copying Policy was adopted at a regular meeting of the Board of Directors, said meeting being properly called and a quorum being present on the 27th day of October, 2011."

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 27th day of October, 2011.

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: , President

Printed Name: DENNIS SHOOK

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, on this day personally appeared Dennis Shook, the President of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. known by me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 27 day of Oct., 2011.



Sharon Griffith

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

**FILED FOR RECORD
8:00 AM**

DEC 16 2011

Stan Stewart
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.

DEC 16 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

~~After recording, return to:
SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, TX 77095~~

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office
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**RESOLUTION OF THE BOARD OF DIRECTORS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
DOCUMENT RETENTION POLICY**

WHEREAS, pursuant to the Chapter 209.005(m) of the Texas Property Code, WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., (the "Association") must adopt and comply with a document retention policy and there is a need and the Board of Directors desires to establish rules and regulations relating to a uniform and systematic procedure for retaining Association records; and

WHEREAS, at a regular meeting of the Board of Directors of the Association, said meeting being properly called and a quorum being present, a Document Retention Policy was adopted; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Association has and does hereby adopt the following Document Retention Policy which shall be recorded in the real property records of each county in which the subdivision is located.

SIGNED this the 27th day of October, 2011.

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: Dennis Shook, President

Printed Name: DENNIS SHOOK

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DOCUMENT RETENTION POLICY	
DOCUMENT TYPE	TIME PERIOD RETAINED
Articles of Incorporations, By-Laws, Declarations, and all amendments to those documents	Permanently
Financial books and records	7 years
Account records of current owners	5 years
Contracts with a term of one year or more	4 years (after the expiration of the contract term)
Minutes of meetings with owners and the board	7 years
Tax returns and audits	7 years

Records not listed above are not subject to retention. Relative to the above-listed records, upon expiration of the retention date, the applicable record(s) shall not be considered a part of the Association's books and records and may be destroyed.

FILED FOR RECORD
8:00 AM

DEC 16 2011

BY-LAWS
OF
RESIDENTIAL PROPERTY OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Residential Property Owners Association, and its principal office shall be located at 340 Mellie Esperson Building, Houston, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Residential Property Owners Association, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation or conveyance of assets.

Section 2. "Community Properties" shall mean and refer to any properties, real or personal, now owned or hereafter acquired by the Association.

Section 3. "Declaration" shall mean and refer to the Declaration of Krisland Corp. recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 157-96-1887 and under the Harris County Clerk's File No. G 537859.

Section 4. "Developer" shall mean and refer to Krisland Corp., a Texas corporation, and to any corporation which succeeds to all or substantially all of its assets by any merger, consolidation or conveyance of assets.

Section 5. The terms "Lot", "Assessable Lot", "Fully Assessed Lot", "Owner" and "Architectural Control Committee" shall have the same meanings herein as in the Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership The Owner of each Fully Assessed Lot, during the period of his ownership, shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Fully Assessed Lot. Developer, whether or not it is the Owner of a Fully Assessed Lot, shall also be a Member of the Association until its membership terminates pursuant to the provisions of Section 5.2 below.

Section 2. Voting Rights. The Association shall have the following class or classes of voting membership with the following rights:

CLASS A: The Owners of the Fully Assessed Lots shall be the Class A Members, and by virtue of such membership, the Owner of each Fully Assessed Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Fully

Assessed Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to each Fully Assessed Lot.

CLASS B: Developer shall be the sole Class B Member, and by virtue of such membership, shall be entitled to three (3) votes in the Association for each Lot owned by Developer. The Class B membership shall terminate at Midnight on December 31, 1984, or when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, whichever occurs earlier.

ARTICLE IV

MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of Members shall be held within one year after the date of incorporation of the Association, and each subsequent regular annual meeting of Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of Members may be called at any time by the President, or by the Board of Directors, or by Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 30 days or more than 60 days in advance of such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the purpose(s).

Section 4. Quorum. Except as otherwise required by law or otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws, (i) the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of each class of membership with voting privileges shall constitute a quorum for any action, and (ii) if such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically terminate if the party who signed the proxy ceases to be a Member.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. Each Director shall hold office until the next annual meeting of Members and until his successor shall have been elected and shall have qualified.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of each class of membership with voting privileges. In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association in such capacity. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the signed written approval of all the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made at the annual meeting of Members.

Section 2. Election. The persons receiving a majority vote of each class of membership with voting privileges, at an annual meeting of Members or an adjournment thereof, at which a quorum is present, shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such times and places as may be determined from time to time by the Board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors fixed by these By-Laws shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

529-95-2256

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Community Properties, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the right of a Member to use the recreational facilities of the Association during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by law or other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(d) employ one or more architects, engineers, attorneys or other consultants to assist the Board of Directors and/or the Architectural Control Committee in carrying out their respective duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of Members, or at any special meeting of Members if such state-

ment is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Assessable Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to each Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid and/or bring an action at law against the Owner personally obligated to pay the same;

(d) furnish to any Owner, upon demand and for a reasonable charge, a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment;

(e) procure and maintain adequate liability and hazard insurance on the Community Properties;

(f) cause any officer or employee having fiscal responsibilities to be bonded, to the extent it may deem appropriate; and

(g) cause the Community Properties to be maintained.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. No officer need be a Director.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. Each officer of the Association shall hold office until his successor shall have been duly elected and qualified, or until his death, or until he shall have resigned or shall have been removed by the Board of Directors.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by the Board. The officer elected to fill such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. One person may hold more than one office, except that the President shall not hold the office of Secretary.

Section 7. Duties. The duties of the officers are as follows:

President

(a) the President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all promissory notes, mortgages, leases, deeds and other written instruments.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association and their addresses; and perform such other duties as are required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the

Association; shall keep proper books of account; and shall prepare an annual budget and an annual statement of income and expenditures and deliver a copy of each to each Member present at the regular annual meeting of Members.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint such committees as it deems appropriate to carry out its purposes.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration and 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 a reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Owner of an Assessable Lot is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment

is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall bear interest thereafter at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action at law to foreclose the lien against the property, and interest, reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorney's fees and costs of suit shall be added to the amount of such assessment. No Owner of an Assessable Lot may waive or otherwise escape liability for said assessments by nonuse of the Community Properties or by failing to live on his Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in such form as may be approved from time to time by the Board of Directors.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a majority vote of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

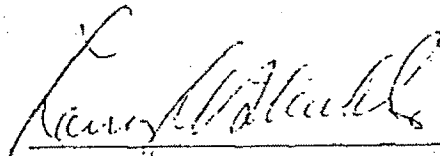
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

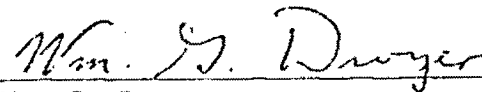
IN WITNESS WHEREOF, we, being all of the directors of Residential Property Owners Association, have hereunto set our hand this 5th day of June, 1980.



Larry A. Strickland



Donald W. Suman, Jr.




Wm. G. Dwyer

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Residential Property Owners Association, a Texas non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 5th day of June, 1980.



Wm. G. Dwyer

529-95-2264

CERTIFICATE OF FIRST AMENDMENT
OF THE BYLAWS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION
FKA RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, being the duly elected, qualified and acting Secretary of Windsong Community Improvement Association, formerly known as Residential Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the Association, do hereby certify the following Amendment of the Bylaws of the Association was accomplished by that certain instrument entitled 'Fourth Amendment to the Declaration of Krisland Corp.' (the 'Fourth Amendment'), filed of record on October 15, 1984, in the Official Public Records of Real Property of Harris County, Texas, under Harris County Clerk's File No. J739502 and Film Code No. 097-83-0002, et seq. The Fourth Amendment which was approved by at least ninety percent (90%) of all of the owners of lots in Windsong, Sections One, Two, and Three, not only amended the Declaration, but also amended Article IV, Section 4 of the Bylaws because Article XIV, Section 2 of the Bylaws provides: '... in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.'

Article IV, Section 4 of the Bylaws of the Association, is was amended to read as follows:

Section 4. Quorum. Except as otherwise required by law or otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws, (i) the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership with voting privileges shall constitute a quorum for any action, and (ii) if such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to call a subsequent meeting to act on the same matter(s) subject to the above described notice requirement and the required quorum at any subsequent meeting shall be one-half of all votes of each class of members with voting privileges that were present at the meeting, except such reduction in the quorum requirements shall not be applicable if the subsequent meeting is held more than fifty (50) days following the preceding meeting.

All other provisions of the Bylaws of the Association shall remain in full force and effect.

TO CERTIFY WHICH WITNESS my hand on this 8th day of June, 1992.

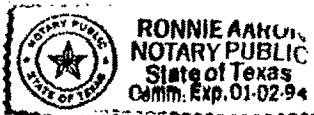

By: _____, Secretary
William H. Gamminger

STATE OF TEXAS))
))
COUNTY OF HARRIS))

Before me, the undersigned authority, on this day personally appeared William Gamminger, Secretary of Windsong Community Improvement Association, 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 purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 8th day of June, 1992.


Notary Public - State of Texas



Typed/Printed Name of Notary _____
My Commission Expires: _____

CERTIFICATE OF SECOND AMENDMENT
OF THE BYLAWS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION
FKA RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

529-95-2265

The undersigned, being the duly elected, qualified and acting Secretary of Windsong Community Improvement Association, formerly known as Residential Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the Association, do hereby certify the following Amendment of the Bylaws of the Association was approved by a majority of the Members of the Association present at the Meeting of the Members held on the twelfth day of May, 1982, at which a quorum was present, and which was duly called to, among other things, to vote on amendments to the Bylaws.

Article V, Section 1 of the Bylaws of the Association is amended to read as follows:

Section 1. Number: The affairs of the Association shall be managed by a Board of five (5) Directors, who need not be Members of the Association.

Article V, Section 2 of the Bylaws of the Association is amended to read as follows:

Section 2. Term of Office: One director shall hold office for a term of one year, two directors shall hold office for a term of two years, and two directors shall hold office for a term of three years. At each annual meeting thereafter, the members shall elect that number of directors equal to the number of directors whose terms expire at such time for three year terms of office.

All other provisions of the Bylaws of the Association shall remain in full force and effect.

TO CERTIFY WHICH WITNESS my hand on this 13 day of May, 1996.

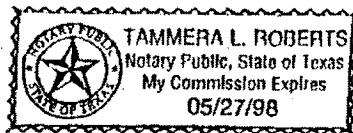
By: Darby Thompson Secretary

STATE OF TEXAS)(

COUNTY OF HARRIS)(

Before me, the undersigned authority, on this day personally appeared Darby Thompson, Secretary of Windsong Community Improvement Association, 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 purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 13th day of May, 1996.



Tamera L. Roberts
Notary Public - State of Texas

Tamera L. Roberts
Typed/Printed Name of Notary
My Commission Expires: 05/27/98

529-95-2266

**CERTIFICATE OF THIRD AMENDMENT
OF THE BYLAWS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION
FKA RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**

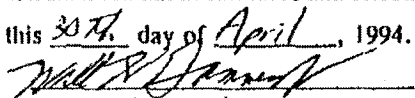
The undersigned, being the duly elected, qualified and acting Secretary of Windsong Community Improvement Association, formerly known as Residential Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the Association, do hereby certify the following Amendment of the Bylaws of the Association was approved by a majority of the Members of the Association present at the Meeting of the Members held on the seventh day of May, 1992, at which a quorum was present, and which was duly called to, among other things, to vote on an amendment to the Bylaws.

Article II, Section 3 of the Bylaws of the Association is amended to read as follows:

Section 3: "Declaration" shall mean and refer to those certain instruments entitled "Declaration of Krisland Corp." and "Declaration of Covenants, Conditions and Restrictions, Windsong, Section Four (4)" (and any amendments thereto) respectively filed of record in the Official Public Records of Real Property of Harris County, Texas under county Clerk's File Nos. G537859 and N453588 and Film Code Nos. 157-96-1887 et seq. and 009-59-1753 et seq. The term "Declaration" shall also refer to the restrictive covenants of any other property brought within the jurisdiction of the Association, pursuant to Article IV of the Articles of Incorporation of the Association.

All other provisions of the Bylaws of the Association shall remain in full force and effect.

TO CERTIFY WHICH WITNESS my hand on this 30th day of April, 1994.

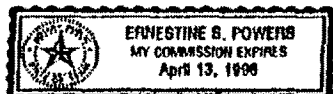

By: William H. Gammardinger, Secretary

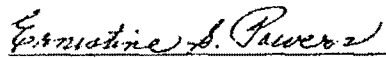
STATE OF TEXAS)(

COUNTY OF HARRIS)(

Before me, the undersigned authority, on this day personally appeared William H. Gammardinger, Secretary of Windsong Community Improvement Association, 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 purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 30th day of April, 1994.




Notary Public - State of Texas

529-95-2267

CERTIFICATE OF FOURTH AMENDMENT
OF THE BYLAWS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION
FKA RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, being the duly elected, qualified and acting Secretary of Windsong Community Improvement Association, formerly known as Residential Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the Association, do hereby certify the following Amendment of the Bylaws of the Association was approved by a majority of the Members of the Association present at the Meeting of the Members held on the seventh day of May, 1992, at which a quorum was present, and which was duly called to, among other things, to vote on an amendment to the Bylaws.

Article V, Section I of the Bylaws of the Association is amended to read as follows:

Section I, Number: The affairs of the Association shall be managed by a Board of five (5) Directors, each of whom must (i) hold record title to Lot, or (ii) be a purchaser of a Lot, pursuant to a recorded contract for deed.

All other provisions of the Bylaws of the Association shall remain in full force and effect.

TO CERTIFY WHICH WITNESS my hand on this 30th day of April, 1994.

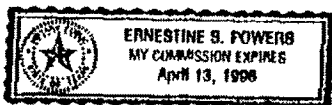
William H. Gammerding
By: William H. Gammerding, Secretary

STATE OF TEXAS)
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared William H. Gammerding, Secretary of Windsong Community Improvement Association, 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 purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 30th day of April, 1994.

Ernestine S. Powers
Notary Public - State of Texas



Typed/Printed Name of Notary
My Commission Expires: _____

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND 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 stippled hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

DEC 30 1999



Beulah B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beulah B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

1999 DEC 30 PM 4:39

FILED

CERTIFICATE OF FIFTH AMENDMENT
OF THE BY-LAWS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.

20120306555
07/11/2012 RPI \$24.00

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J
This Amendment to the By-Laws ("Amendment") of Windsong Community Improvement Association, Inc., ("Association") is made by the undersigned, being the Board of Directors of Windsong Community Association, Inc., a Texas Non-Profit Corporation.

WITNESSETH:

WHEREAS, the By-Laws of the Association were filed of record in the Real Property Records of Harris County and recorded on or about December 30, 1999, under Harris County Clerks File Number U153536, governing the property described in the Declaration of Covenants, Conditions and Restrictions for Windsong Community Improvement Association, Inc. ("Declaration"), according to the maps or plats thereof filed for record under Clerk's File Nos. G491401, H832117, J412889, N427514, and N863225 in the Real Property Records of Harris County, Texas; and

WHEREAS, unless the context of this Amendment clearly indicates otherwise, or as expressly amended herein, the definitions and restrictions used shall have the same meaning as set forth in the By-Laws and the Declaration, as may have been or be amended, renewed, or extended from time to time.

WHEREAS, Article XIV, Section 1 of the By-Laws allows for amendment at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. Additionally, Chapter 209.00593 of the Texas Property Code allows the Board of Directors to amend the By-Laws for the limited circumstance of allowing Members to elect Directors whose terms have expired.

WHEREAS, the Association and Members wish to amend the By-Laws to allow for a declining quorum at meetings of the Members in order to obtain quorum and elect new Directors whose terms have expired.

WHEREAS, Article IV, Section 4 of the By-Laws currently states:

"Quorum. Except as otherwise required by law or otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws, (i) the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership with voting privileges shall constitute a quorum for any action, and (ii) if such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to call a subsequent meeting to act on the same matter(s) subject to the above described notice requirement and the required quorum at any subsequent meeting shall be one-half of all votes of each class of members with voting privileges that were present at the meeting, except such reduction in the quorum requirements shall not be applicable if the subsequent meeting is held more than fifty (50) days following the preceding meeting."

WHEREAS, The Board of Directors seeks this amendment to the By-Laws because of the difficulty in obtaining quorum to hold an annual meeting, conduct Association business and elect directors. The most recent attempt was May 3, 2012, wherein the presence in person or by proxy to obtain quorum was 114. Only 15 members were represented in person and 86 members were represented by proxy. The result of which was that an annual meeting could not be held to elect new Board of Directors whose terms had expired.

FILED FOR RECORD
8:00 AM

JUL 11 2012

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WHEREAS, Chapter 209.00593(a) & (c) of the Texas Property Code states that: "(a) Notwithstanding any provision in a dedicatory instrument, any board member whose term has expired must be elected by owners who are members of the property owners' association. A board member may be appointed by the board only to fill a vacancy caused by a resignation, death, or disability. A board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member. (c) The appointment of a board member in violation of this section is void."

WHEREAS, the above law states that new Board members cannot be appointed to serve unexpired terms of the predecessor Board member and whereas, the Association has been unable to conduct an annual meeting to elect Board members when quorum cannot be obtained, the Board of Directors of the Association is hereby amending the By-Laws pursuant to the authority of Chapter 209.00593(b) of the Texas Property Code which states that: "(b) The board of a property owners' association may amend the bylaws of the property owners' association to provide for elections to be held as required by Subsection (a)."

WHEREAS, The Board of Directors, at a properly noticed meeting of the Board of Directors of the Association with required quorum being present, hereby unanimously consented to and adopted the following Amendment to the By-Laws pursuant to the authority of the Chapter 209.0053 of the Texas Property Code; and

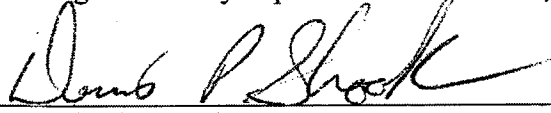
NOW THEREFORE, BE IT RESOLVED, that Article III, Section 4 of the By-Laws is hereby amended to read as follows:

QUORUM. When an annual meeting is held at which a Director's term has expired, quorum requirement will be changed as follows. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If the required quorum is not present, in person or by proxy at a meeting, the Members who are present and entitled to vote thereat shall have power to adjourn that meeting and immediately reconvene another meeting on the same date and same location without notice, other than announcement at the meeting. Quorum requirement at any reconvened meeting will reduce by one-half (1/2) for each adjourned and reconvened meeting thereafter until quorum is reached. At any reconvened meeting with quorum being present or represented by proxies, any business may be transacted which might have been transacted at the meeting originally called."

The By-Laws, except as expressly amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed and if any provision of this Amendment is found to be in conflict with the By-Laws, as amended, this Amendment shall control.

IN WITNESS WHEREOF, this Amendment to the By-Laws of Windsong Community Improvement Association, Inc. is executed as of the 28 day of June, 2012.

Windsong Community Improvement Association, Inc.



Dennis Shook, President

10/11/12
Nace

CERTIFICATION

I, the undersigned, do hereby certify: That I am the duly elected and acting Secretary of the Windsong Community Improvement Association, Inc., a Texas non-profit corporation and that the foregoing constitutes the Amendment to the By-Laws of said Association, as duly adopted at a properly noticed Meeting of the Directors held on the 28 day of June, 2012 and further approved unanimous consent of the Directors present in person or by proxy.

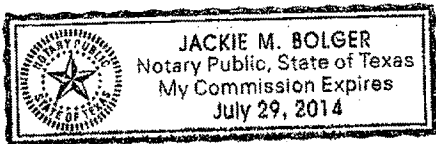
IN WITNESS WHEREOF, I have hereunto subscribed my name this the 28 day of June, 2012.

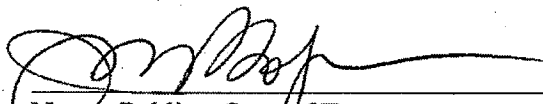

Brenda McCullah, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared BRENDA McCULLAH the Secretary of the Windsong Community Improvement Association, Inc., known by 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 purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 28th day of June, 2012.




Notary Public – State of 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

JUL 11 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

After Recording Return To:
Windsong Community Improvement Association, Inc.
c/o SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, Texas 77095

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
WINDSONG, SECTION FOUR (4)**

JAMES T. LYNCH, INC., a Texas Corporation, the owner of the following described real property in Harris County, Texas;

Lot 1 through 21, both inclusive, in Block 1;
 Lots 1 through 31, both inclusive, to Block 2;
 Lots 1 through 53, both inclusive, in Block 3;
 Lots 1 through 105, both inclusive, in Block 4;
 Lots 1 through 29, both inclusive, in Block 5;
 Lots 1 through 17, both inclusive, in Block 6; and
 Lots 1 through 8, both inclusive, in Block 7;

All in WINDSONG, SECTION FOUR (4); a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Harris County Clerk's Film Code No. 350135 of the Map Records of Harris County, Texas;

hereby declares that all of said real property (save and except Lots 16 through 21, both inclusive, in Block 1 which shall hereafter be replatted into a Restricted Reserve for recreational purposes), to the extent provided herein shall be held, sold, transferred, and conveyed subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property.

ARTICLE I

Definitions

SECTION 1.1. Definitions. The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

- (a) "Developer" shall mean and refer to JAMES T. LYNCH, INC., the declarant herein, and to any corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of estate.
- (b) "Subdivision Plat" shall mean and refer to the plat of Windsong, Section Four (4), recorded under Harris County Clerk's Film Code No. 350135 of the Map Records of Harris County, Texas.
- (c) "Subdivision" shall mean and refer to the land subdivided into numbered lots on the Subdivision Plat, other than Lots 16 through 21, both inclusive, in Block 1.

- (4) "Lot" shall mean and refer initially to any of the 264 Lots shown on the Subdivision Plat, (save and except Lots 16 through 21, both inclusive, in Block 1) being the Lots described hereinabove in this Declaration. If a subdivision plat is hereafter filed for record by Developer in the Office of the County Clerk of Harris County, Texas, replatting the area within any of the Lots, then with respect to the replatted area the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such subdivision plat. If building sites are created pursuant to Section 2.5, the term "Lot" shall also thereafter mean and refer to any building site so created. The term "Lot" shall always cover and include all improvements on the Lot and all rights appurtenant to the ownership of title to the Lot.
- (e) "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence.
- (f) "Assessable Lot" shall mean and refer to any Lot from and after April 1, 1992. Provided, a Lot shall not be considered an Assessable Lot prior to the date as of which paved public street access has been extended to such Lot and water and sanitary sewer lines capable of serving a Living Unit on such Lot have been extended to a point where the Owner of such Lot can connect thereto. Such point shall be within a street right of way adjoining such Lot, or within a utility easement adjacent to one side of such street right of way, or within a utility easement on or adjacent to such Lot. The cost of connecting to such lines shall be borne by the Owner of the Lot when the Owner elects to make such connection, and Developer shall have no responsibility in connection therewith.
- (g) "Fully Assessed Lot" shall mean and refer to any Lot on which a Living Unit has been constructed in which one or more persons are currently residing, or in which one or more persons have resided at any time in the past. Once a Lot becomes a Fully Assessed Lot, it shall remain a fully Assessed Lot whether or not the Living Unit remains thereon and whether or not such Living Unit is occupied.
- (h) "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are currently residing.
- (i) "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement,

mineral interest, or royalty interest burdening the title thereto.

- (j) "Association" shall mean and refer to the Windsong Community Improvement Association, (formerly named the Residential Property Owners Association) a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.
- (k) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Fully Assessed Lot.
- (l) "Meeting of Members" shall mean and refer to a meeting of Members duly called in the manner prescribed in the By-Laws of the Association, of which notice shall have been sent to all Members not less than ten (10) days or more than fifty (50) days in advance of the Meeting, stating the purpose(s) of the Meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matters requiring a vote of Members by the provisions of this Declaration, the presence at the meeting in person and/or by proxies of Members entitled to cast ten percent (10%) of all the votes of each Class of Members with voting privileges shall constitute a quorum. If, however, the required quorum is not present at any Meeting called to act on any such matter(s), another Meeting may be called to act on the same matter(s), subject to the notice requirement mentioned above, and the required quorum at any such subsequent Meeting shall be one-half (1/2) of all votes of each Class of Members with voting privileges that were present at the Meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent Meeting is held more than fifty (50) days following the preceding Meeting.
- (m) "Community Properties" shall initially refer to the land and improvements comprising Unrestricted Reserve "B", Windsong, Section One according to the map or plat thereof recorded in Volume 295, Page 1 of the Map Records of Harris County, Texas. Thereafter, Community Properties shall additionally include the land and improvements, if any, comprising Restricted Reserve "A", Windsong, Section Four at such time as Lots 16 through 21, both inclusive in Block One, Windsong, Section Four according to the map or plat thereof recorded in Harris County, Texas under Harris County Clerk's Film Code No. 350135 are replatted into said Restricted Reserve "A".

- (n) "Architectural Control Committee" shall mean and refer to James R. Moore, Steven M. Gilmore and Barbara Collins, all of Harris County, Texas, and their successors.

ARTICLE II

Subdivision Plat; Easements, Rights Reserved; Building Sites; Adjacent Property

SECTION 2.1. Subdivision Plat. All dedications, easements, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein for all purposes.

SECTION 2.2. Easements. Developer hereby reserves the right to dedicate, convey or reserve easements over, on or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer and/or other utility lines and facilities, and/or for cable television, at or prior to the time Developer parts with title to the land within the easement(s).

SECTION 2.3. Reservations. The title conveyed by Developer to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, and shall be subject to the easements referred to in Sections 2.1. and 2.2. Any system of utility lines and facilities constructed by Developer over, on, or under any such easement may be given, sold or leased by Developer to any public authority, utility company, or holder of a public franchise.

SECTION 2.4. Right to Subdivide or Resubdivide. Prior to the time Developer parts with title thereto, Developer shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in the Subdivision.

SECTION 2.5. Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site(s) in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration.

ARTICLE III

Architectural Control Committee

SECTION 3.1. Tenure. The persons named in Subsection 1.1(n) as members of the Architectural Control Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association having Living Units thereon are occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee the remaining person(s) serving on the Architectural Control Committee shall designate a successor or successors, who shall have all of the authority and power of his or their predecessor(s); provided, that there shall always be at least one (1) member of the Architectural Control Committee who resides in the Windsong development. A majority of the Architectural Control Committee may designate someone serving on the Architectural Control Committee to act for it. No person serving on the Architectural Control Committee shall be entitled to compensation for services performed pursuant to this Article III. However, the Architectural Control Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Architectural Control Committee.

SECTION 3.2. Approval of Plans. No buildings or other improvements, including driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until the plans and specifications therefor, together with a site plan showing the location of all improvements (both existing improvements, if any, and the improvements covered by the plans and specifications) with reference to property lines, building lines and easements, have been submitted to and approved in writing by the Architectural Control Committee. The plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the plans and specifications within fifteen (15) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 3.2. will be deemed to have been fully complied with.

Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any

improvement. Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; driveway access to adjacent streets; the location, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.

SECTION 3.3. Approved Contractors. No construction of a building, structure, fence, wall or other improvement shall be commenced in the Subdivision until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within ten (10) working days after his name is submitted to it, approval will not be required, and the provisions of this Section 3.3. will be deemed to have been fully complied with.

SECTION 3.4. Errors and Omissions. Any errors in or omissions from the plans and specifications or the site plan submitted to the Architectural Control Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Architectural Control Committee shall have no obligation to check for errors in or omissions from any such plans and specifications or site plan, whether the same relate to lot lines, building lines, easements or otherwise. Further, the Architectural Control Committee shall have no liability in connection with approval or rejection of plans or specifications, and approval or plans or lack of disapproval of plans shall never be construed or deemed as a warranty or representation concerning improvements constructed pursuant to such plans.

ARTICLE IV

Restrictions

SECTION 4.1. Use Restrictions; Living Unit; Garage/Carport. Except as specifically provided for hereinbefore with respect to Lots 16 through 21, both inclusive in Block 1 and except for the easement rights elsewhere recognized in this Declaration, each Lot shall be used only for a Living Unit and a private garage or carport, and no Lot shall be used for business or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage unless the Architectural Control Committee agrees in writing to (i) the substitution of a carport for a garage, or (ii) the complete elimination of the

garage requirement. Unless the Architectural Control Committee grants a variance in writing, each garage or carport shall be at least twenty-one (21) feet in length, and shall be at least nineteen (19) feet in width if attached to the Living Unit or twenty (20) feet in width if not attached to the Living Unit. No outside wall of a garage, other than the wall facing the back line of the Lot on which the garage is situated, shall contain any window or other opening except doors and windows in doors.

SECTION 4.2. Driveways. Unless the Architectural Control Committee grants a variance in writing each Lot shall have driveway access to the street on which the Lot faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport or residence to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

SECTION 4.3. Height and Size Requirements. No building or Living Unit in the Subdivision shall exceed in height three (3) stories or thirty-six feet (36'), measured from the finished grade of the building site. A Living Unit shall contain not less than 1,000 square feet of living area, unless the Architectural Control Committee grants a variance in writing. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages. Measurements shall be to the face of the outside walls of the living area.

SECTION 4.4. Building Lines.

- (a) No improvement (i) shall be placed or built on any Lot nearer to its front line or either of its side lines than the building set-back lines therefor specified on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision plat.
- (b) Unless the Architectural Control Committee grants a variance in writing, no building shall be located nearer than five feet (5') to an interior line of a Lot, except that a garage or carport located seventy feet (70') or more from the front line of a Lot may be located as near as three feet (3') to an interior side line of such Lot.

SECTION 4.5. Type of Construction. All buildings, structures, and other improvements erected, altered, or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, the

exterior finish or construction of any Living Unit shall be at least fifty-one percent (51%) brick, stone, or other masonry. In computing such percentage, roof areas shall be excluded, but garages, porches, and other structures attached to the Living Unit shall be included.

SECTION 4.6. Fencing. Unless the Architectural Control Committee grants a variance in writing, there shall be no chain link fencing on any Lot.

SECTION 4.7. Sidewalks. Before the residence constructed on any Lot is completed, the Owner shall construct in the adjacent street right(s) of way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2') away from the Lot line. The sidewalk shall extend along the entire common boundary between the Lot and the adjacent street right(s) of way. In the case of a corner Lot, the front and side sidewalks shall each extend to the street curb, and there shall be a down ramp at each curb if required by any governmental law, rule or regulation applicable thereto.

SECTION 4.8. Gas Appliances. The residence constructed on each Lot shall contain, at a minimum, both gas water heating and gas central comfort heating appliances unless the Architectural Control Committee agrees to the contrary in writing. In the event the residence on any Lot does not contain such appliances, and the absence thereof subjects Developer to any liability to any gas utility company pursuant to an agreement made by Developer to encourage such gas utility company to furnish gas service to the Subdivision, or any part thereof, then and in that event, whether or not the Architectural Control Committee has consented to the absence of such gas appliances, the Owner of such Lot shall be obligated to compensate and reimburse Developer for the amount of such liability.

SECTION 4.9. Mailboxes, House Numbers, Etc. Mailboxes, house numbers and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

SECTION 4.10. TV and Radio Antennae. Without the prior written authorization of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside a Living Unit or on the exterior of any building or other improvement located on a Lot, unless the antenna is not visible from the street on which the lot faces or sides.

SECTION 4.11. Grass and Trees. The Owner of each Lot, as a minimum, shall spot sod or sprig with grass the area between his Living Unit and the curb line(s) of the abutting street(s), and

shall plant in the same area at least one tree having a minimum diameter of two inches (2") at a height twelve inches (12") above finished grade, unless the Architectural Control Committee approves other landscaping which it determines is equal or better.

SECTION 4.12. Vehicular Sight Lines. No fence, wall, tree, hedge or planting shall be maintained in the subdivision in such manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

SECTION 4.13. Signage. No billboards or other signs may be erected in the Subdivision without the prior written consent of the Architectural Control Committee. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision, except that flags or banners approved by the Architectural Control Committee may be used at model homes or offices of builders.

SECTION 4.14. Vehicles, Equipment and Machinery. No boat, trailer, camping unit, bus, truck, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereof, for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive operating condition.

SECTION 4.15. Trash. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall place all such prohibited matter in sanitary refuse containers with tight fitting lids. The containers shall be kept in an area adequately screened by planting or fencing, or in some other appropriate manner, so as not to be seen from neighboring Lots or adjacent streets, except that the Owner of each Lot shall place his container(s) near the curb in front of his residence on garbage pick-up days to facilitate the collection thereof. Any such prohibited matter which the garbage pick-up service will not handle shall be removed from the Subdivision by the Owner of the Lot at his expense.

SECTION 4.16. Nuisances. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision, and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 4.17. Maintenance of Lots, Improvements and Landscaping. The Owner of each Lot shall maintain the same, and the

improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner, (i) to mow the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the record owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten percent (10%) per annum, and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligations, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon.

SECTION 4.18. Outside Airing and Drying. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots.

SECTION 4.19. Construction Hours. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 6:00 A.M. and before 9:00 P.M.

SECTION 4.20. Animals. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in the Subdivision except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner of any Living Unit, provided they are not kept for any commercial purpose.

SECTION 4.21. Utility Lines and Facilities. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground

conduits or other underground facilities. Outside lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

An underground electric distribution system will be installed in the Subdivision, which underground service area embraces all Lots in the Subdivision. The Owners of each Lot shall, at his 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 on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such 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. In addition, the Owner of each Lot shall, at his 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 the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Living Unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

The electric company has installed the underground electric distribution system in the Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided), upon Developer's representation that the Subdivision is being developed for single family dwellings which are designed to be permanently located where originally constructed (such category of dwellings expressly excludes mobile homes), which are built for sale, and which are wired so as to provide for separate metering to each dwelling unit. Should the plans of Lot owners in the Subdivision be changed so as to permit the erection therein of any mobile home, the company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve the Subdivision, or (b) the Owner of such Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

SECTION 4.22. Drilling. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Subdivision.

SECTION 4.23. Sewage. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

SECTION 4.24. Sales Facilities. Notwithstanding the foregoing provisions of this Article IV, Developer and its permittees shall have the exclusive right to erect, place, and maintain on their respective properties in the Subdivision such facilities (including but not limited to, offices, storage areas, model units, and signs) as in Developer's sole discretion may be necessary or convenient to improve and/or sell properties in the Subdivision.

ARTICLE V

Membership and Voting Rights in the Association

SECTION 5.1. Membership. The Owner of each Fully Assessed Lot, during the period of his ownership, shall automatically be a Member. Membership shall be appurtenant to and may not be separated from ownership of a Fully Assessed Lot.

SECTION 5.2. Voting Rights. The Association shall have one (1) class of voting membership with the following rights:

CLASS A: The Owners of the Fully Assessed Lots shall be the Class A Members, and by virtue of such membership, the Owner of each Fully Assessed Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Fully Assessed Lot consists of more than one person or entity, they shall designate one of their number to cast their own vote with respect to such Fully Assessed Lot.

ARTICLE VI

Property Rights in the Community Properties

SECTION 6.1. Members' Rights. Subject to the provisions of Section 6.2. each Member shall have a common right and easement of enjoyment in the Community Properties jointly with all other Members, and such right and easement shall be appurtenant to and shall pass with the title to each Fully Assessed Lot.

SECTION 6.2. Limitations on Members' Rights; and Rights of Association. The rights and easements of enjoyment created hereby

in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors):

- (a) The Association shall have the right to borrow money and to mortgage the Community Properties, or any part thereof.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Community Properties, such as (but not limited to) a separate charge for the use of swimming facilities or tennis facilities.
- (f) The Association shall have the right to dedicate or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by two-thirds (2/3) of each Class of Members with voting privileges has been recorded.
- (g) The Association shall have the right to rent or lease any part of the Community Properties.
- (h) The Association shall have the right to extend the enjoyment of its recreational facilities to persons other than Members, on such terms and for such consideration as

the Board of Directors of the Association shall determine.

SECTION 6.3. Delegation of Use. Any Member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in the Community Properties to the members of his family, his tenants, or contract purchasers who reside on his Lot.

ARTICLE VII

Assessments and Lien Therefor; Books

SECTION 7.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Assessable Lot owned by it, hereby covenants, and each Owner of an Assessable Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, and whether or not the Lot is an Assessable Lot at the time of the deed or other conveyance or becomes an Assessable Lot thereafter, shall be deemed to covenant and agree to pay to the Association annual assessments fixed, established, and collected from time to time as hereinafter provided, together with such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person who is the Owner of such Lot at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such Lot. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

SECTION 7.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively (i) to improve, beautify, manage, operate, care for, maintain, repair and replace the Community Properties, (ii) to pay taxes and insurance premiums on the Community Properties, and (iii) to promote the recreation, health, safety, enjoyment and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, providing garbage and rubbish pickup, enforcing the provisions contained in this Declaration, employing one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee and the officers and directors of the Association in performing their respective duties and authority, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties or for the benefit of the Members, the foregoing uses and purposes being permissive and not

mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the By-Laws of the Association and governmental laws, rules and regulations.

SECTION 7.3. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Lots to obtain funds reasonably anticipated to be needed for the purposes stated in Section 7.2., including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

- (a) The amount of the annual assessment for each Fully Assessed Lot shall not exceed \$210.82, except that for any calendar year after the calendar year 1992, the Association may increase said maximum amount of the annual assessment for each Fully Assessed Lot, but if any such change increases the maximum amount which can be assessed against each Fully Assessed Lot to more than 110% of the amount assessed in the preceding calendar year, the change must be approved by two-thirds (2/3) of the votes cast by each Class of Members with voting privileges at a Meeting of Members.
- (b) The amount assessed each year against each Assessable Lot other than a Fully-Assessed Lot shall be one-half (1/2) of the amount assessed for that year against each Fully Assessed Lot.
- (c) Subject to the other provisions hereof, (i) the amount of the annual assessment for each Fully Assessed Lot for each calendar year shall be the same as the annual assessment for each of the other Fully Assessed Lots for that calendar year, and (ii) the amount of the annual assessment for each Assessable Lot other than a Fully Assessed Lot for each calendar year shall be the same as the annual assessment for each of the other Assessable Lots other than fully Assessed Lots for that calendar year.

SECTION 7.4. Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on each Assessable Lot on the first day of the calendar month after it becomes an Assessable Lot. The amount of the annual assessment on each Assessable Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment on such Lot provided for in Section 7.3 hereof as the remaining number of months in that year bears to twelve, and shall be due and payable on the day such Lot becomes an Assessable Lot. After the first year, the annual assessment on such Lot for each calendar year shall be due and payable on the

first day of January in said year. If a Lot is assessed for all or part of a calendar year as an Assessable Lot which is not a Fully Assessed Lot, and then during that calendar year said Lot becomes a Fully Assessed Lot, the increase in the annual assessment on such Fully Assessed Lot for the balance remaining in that calendar year (i) shall commence on the first day of the calendar month after it becomes a Fully Assessed Lot, (ii) shall be that proportion of a full year's increase which the remaining number of months in that year bears to twelve, and (iii) shall be due and payable on the day such Lot becomes a Fully Assessed Lot; and as provided above, thereafter the annual assessment on such Fully Assessed Lot for each calendar year shall be due and payable on the first day of January in said year.

SECTION 7.5. Duties of the Board of Directors. Subject to the criteria and limitations set out in Section 7.3., the Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Lot for each calendar year, at least thirty (30) days in advance of the assessment period, and shall give written notice of the assessment to each Owner subject thereto. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Lots showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand, and for a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

SECTION 7.6 Effect of Non-Payment of Assessment; the Lien; Remedies of the Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Lot against which the assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall bear interest thereafter at the rate of ten per cent (10%) per annum until it is paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit.

SECTION 7.7. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the Lot subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

SECTION 7.8. Exempt Property. The Assessments and liens created in this Article VII shall apply only to the Assessable Lots, and the remainder of the property in the Subdivision shall not be subject thereto or entitled to the rights granted to Members in Article VI.

SECTION 7.9. Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

ARTICLE VIII

Garbage and Rubbish Pickup

SECTION 8.1. Pickup Service. In lieu of using the assessments provided for in Article VII above to cover the cost of garbage and rubbish pickup for the Occupied Lots, the Association shall have the right, but not the obligation, at the discretion of its Board of Directors, to contract for garbage and rubbish pickup service on behalf of any or all Occupied Lots, and to charge or have the garbage contractor charge the Owner of each such Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service. Payment for such service may be on a monthly, quarterly, or semi-annual basis, at the discretion of the Board of Directors of the Association, and may be made payable in advance.

SECTION 8.2. Effect of Non-Payment of Garbage Charge; The Lien; Remedies of Association. If a garbage charge for any billing period (whether monthly, quarterly, or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Occupied Lot to be charged, whichever is the later, the garbage

charge shall bear interest thereafter at the rate of ten per cent (10%) per annum until paid. The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Occupied Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by a continuing lien on such Occupied Lot, including improvements thereon, which shall be binding on such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law to foreclose the lien securing the garbage charge and there shall be added to the amount of the garbage charge the interest thereon and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit. At the discretion of its Board of Directors, the Association may discontinue garbage service to any Occupied Lot which is in default hereunder, until all amounts in arrears, including the interest called for herein has been paid in full.

SECTION 8.3. Subordination of Lien to Mortgages. With respect to each Occupied Lot, the lien provided for in Section 8.2. shall be subordinate to the same liens to which the assessment provided for in Article VII is subordinate pursuant to the provisions of Section 7.7., and may be subordinated to any other lien by the Association, in the discretion of its Board of Directors.

ARTICLE IX

General Provisions

SECTION 9.1. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying one or more Lots whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 9.2. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association, and recorded in the Office of the County Clerk of Harris County, Texas, when approved in writing by (i) the Owners of ninety percent (90%) of the Lots in the Subdivision if the amendment occurs within ten (10) years after the date of this Declaration, or (ii) the Owners of seventy-five percent (75%) of the Lots in the Subdivision if the amendment occurs more than ten (10) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

SECTION 9.3. Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Owners of three-fourths (3/4) of the Lots in the Subdivision has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

SECTION 9.4. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration, and failure of Developer, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 9.5. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 9.6. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 9.7. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 9.8. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Developer and the Association and their respective successors and assigns.

ARTICLE X

Joinder by Windsong Community Improvement Association

Windsong Community Improvement Association joins herein in the execution of this Declaration of Covenants, Conditions and Restrictions to evidence its acknowledgement of and agreement with the terms and conditions contained herein; and agrees that the Owner(s) of each Fully Assessed Lot in Windsong, Section Four (4), as defined herein, shall be Members of the Association, and entitled as such to all of the rights and privileges of Membership; and, that such Members shall be treated equally with all other Members of the Association.

IN WITNESS WHEREOF, this Declaration is executed this the 13th (31) day of DECEMBER, 1991.

JAMES T. LYNCH, INC. /w

By: Richard Rue /w
Name: RICHARD RUE
Title: ATTORNEY IN FACT

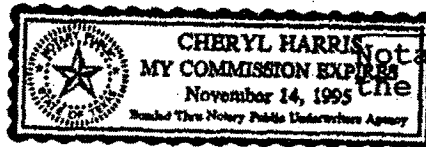
AND BY: WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION /w

By: Charles F. Kirkland
Name: Charles F. Kirkland
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of December, 1991, by Richard Rue, Attorney-in-Fact for JAMES T. LYNCH, INC., a Texas corporation on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of December, 1991.

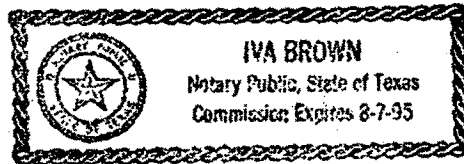


Cheryl Harris
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of December, 1991, by Charles E. Kirkland, President, for WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of December, 1991.



Iva Brown
Notary Public in and for the State of Texas

Return:
↓

ADM, JR. \WINDSONG
10/22/91; 11/19/91;
12/3/91; 12/11/91; 12/12/91.

AUBREY DICKSON MARTIN, JR., P.C.
ATTORNEY AT LAW

**SUPPLEMENTAL AMENDMENT TO SECTIONS A, E & F OF
CERTAIN POLICIES & GUIDELINES REGARDING DEED RESTRICTION MATTERS FOR
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

Amend
I

(5)
4/11

- I. Names of the Subdivisions are Windsong, Sections One (1), Two (2), Three (3), and Four (4):
- II. Name of Association is WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.:
- III. Subdivision recording data (i.e. the map or plat recording data for each section in the subdivision):

<u>Subdivision Name/Section</u>	<u>Map /Plat Recorded in Clerk's</u>
<u>File No.</u>	
Windsong, Section One (1)	G481401;
Windsong, Section Two (2)	H832117;
Windsong, Section Three (3)	J412889;
Windsong, Section Four (4)	N427514; and
Windsong, Section Four (4), Reserve B	N863225

llw

- IV. Declaration of Covenants, Conditions and Restrictions recording data: (the recording data for each Declaration for each section in the subdivision):

<u>Subdivision Name/Section</u>	<u>Declaration Recorded in Clerk's</u>
<u>File No.</u>	
Windsong, Section One (1)	G537859;
Amendment Windsong, Section One (1)	G829749;
Second Amendment Windsong, Section One (1)	H949164;
Third Amendment Windsong, Section One (1)	J436745;
Fourth Amendment Windsong, Section One (1)	J739502; and
Windsong, Section Four (4)	N453588

- V. Pursuant to new requirements of Sections 202 and 209 of the Texas Property Code, a Supplemental Amendment to replace Sections A, E in their entirety and replace them with the following, and to add Section F to Certain Policies & Guidelines Regarding Deed Restriction Matters was approved by a regular meeting of the Board of Directors for the Windsong Community Improvement Association, Inc., hereinafter referred to throughout as the "Association", said meeting being properly called and a quorum being present on the 24th day of October, 2013. The Original CERTAIN POLICIES & GUIDELINES REGARDING DEED RESTRICTION MATTERS filed of record for the Association, except as expressly amended herein, shall remain in full force and effect, and is hereby ratified and confirmed.

A. FLAG DISPLAY POLICY

- 1. ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED. The Association may adopt or enforce reasonable dedicatory instrument provisions to regulate the size, number, and location of flagpoles on which flags are displayed, except that the regulation may not prevent the installation or erection of at least one flagpole per property that: (i) is not more than 20 feet in height and, subject to applicable zoning ordinances, easements, and setbacks of record, is

located in the front yard of the property; or (ii) is attached to any portion of a residential structure owned by the property owner and not maintained by the property owners' association. A written architectural application must be submitted, and written approval be granted by the Architectural Control/Review Committee prior to erecting a permanent flagpole or exterior illumination.

2. **ARCHITECTURAL CONTROL/REVIEW COMMITTEE SUBMISSION REQUIREMENTS.** A copy of the existing site plan showing the house and other structures, fences, significant vegetation, property and setback lines with the following information: the proposed location and dimensions of the flag and flagpole, materials and finish of flagpole, materials and finish of proposed lighting fixture, location and bulb color and wattage.
3. **FLAGS.** This policy is only for the display of the flag of the United States of America; the flag of the State of Texas; and an official or replica flag of any branch of the United States Armed Forces on any property. No disrespect should be shown to the flag of the United States of America. Flags shall be no larger than 3 feet by 5 feet. The Association may adopt or enforce reasonable dedicatory instrument provisions that require that: (i) the flag of the United States be displayed in accordance with 4 U.S.C. Sections 5-10; and (ii) the flag of the State of Texas be displayed in accordance with Chapter 3100, Government Code;
4. **FLAGPOLES.** No more than one building or pole-mounted flagpole not to exceed 20 feet in height will be permitted on any property. Any flagpole attached to a dwelling or a freestanding flagpole in a front yard 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. "Front yard" means a yard within a lot having a front building setback line with a setback of not less than 15 feet extending the full width of the lot between the front lot line and the front building setback line. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record. Flagpoles should be located so as to minimize their impact on neighboring properties. When locating freestanding flagpoles, the size of the property, relationship to adjacent residences, the size of the flag, the height, color and material of the pole shall be considered.
5. **CONDITION.** A displayed flag and the flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.
6. **NOISE.** Flags shall be displayed in such a manner so as to abate noise caused by an external halyard of a flagpole so as to not be a nuisance, irritant or adversely impact other neighboring property owners.
7. **LIGHTS.** Any lighting used to illuminate a displayed flag must not be a nuisance or impact neighboring properties with regard to glare or intensity. Lighting which is part of the original structure may not be altered without prior approval. Proposed replacement or additional fixtures must be compatible in style and scale with the existing property. Exterior lighting shall not be directed outside the owner's property, and should not have an adverse visual impact upon adjoining neighbors.
8. **ASSOCIATION PROPERTY.** Property Owners may not locate a displayed flag or flagpole on property that is owned or maintained by the Association, or owned in common by the members of the association.

E. COMPOSTING, RAIN HARVESTING, WATER CONSERVATION & IRRIGATION POLICY

1. **ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED.** A written architectural application must be submitted and written approval be granted by the Architectural Control/Review Committee prior to the installation of any composting device, rain barrel/rain harvesting system, water conservation or irrigation system. In addition the Association requires owners to submit a detailed description or plan for the installation of drought-resistant landscaping or water-conserving natural turf for review and approval by the Association ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision. The Association may not unreasonably determine that the proposed installation of drought-resistant landscaping or water-conserving natural turf is aesthetically incompatible with the other landscaping in the subdivision; such approval may not be unreasonably denied or unapproved.
2. **COMPOSTING.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass. However, the Association will regulate requirements, including size, type, shielding, and materials, for or the location of a composting device so long as the restriction does not prohibit the economic installation of the device on the owner's property where there is reasonably sufficient area to install the device. Composting devices must be installed in fenced yard or patio of an owner's property.
3. **IRRIGATION SYSTEMS.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from implementing efficient irrigation systems, including underground drip or other drip systems. However, it will regulate the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
4. **DROUGHT RESISTANT LANDSCAPING/WATER CONSERVATION.** The Association is not prohibited from regulating the installation or use of gravel, rocks, or cacti or yard and landscape maintenance, if the restrictions or requirements do not restrict or prohibit turf or landscaping design that promotes water conservation. The Association may regulate yard and landscape maintenance. However, the Association cannot include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from using: (i) drought-resistant landscaping, (ii) water-conserving natural turf, or (iii) turf or landscaping design that promotes water conservation.
5. **RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS.** The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing rain barrels or a rainwater harvesting system. However, the Association will not permit a rain barrel or rainwater harvesting system to be installed in or on a property: (i) if the property is located between the front of the property owner's home and an adjoining or adjacent street; or (ii) the barrel or system is of a color other than a color consistent with the color scheme of the property owner's home; or (iii) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured. The Association will regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if the restriction does not prohibit the economic installation of the device or appurtenance on the property owner's property; and there is a reasonably sufficient area on the property owner's

property in which to install the device or appurtenance.

6. **ASSOCIATION PROPERTY.** Property Owners may not locate a composting device, rain harvesting or irrigation system on property that is owned or maintained by the Association.

F. ADJACENT LOTS FOR RESIDENTIAL PURPOSES

1. In this section, "adjacent lot" means: (i) a lot that is contiguous to another lot that fronts on the same street; (ii) with respect to a corner lot, a lot that is contiguous to the corner lot by either a side property line or a back property line; or (iii) if permitted by the dedicatory instrument, any lot that is contiguous to another lot at the back property line.
2. In this section, "residential purpose" with respect to the use of a lot: (i) means the location on the lot of any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and (ii) includes the location on the lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well and, if otherwise specifically permitted by the dedicatory instrument, the parking or storage of a recreational vehicle.
3. Except as provided by herein, the Association may not adopt or enforce a provision in a dedicatory instrument that prohibits or restricts the owner of a lot on which a residence is located from using for residential purposes an adjacent lot owned by the property owner.
4. An owner must obtain the approval of the Association or, if applicable, an architectural committee established by the association or the association's dedicatory instruments, based on criteria prescribed by the dedicatory instruments specific to the use of a lot for residential purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the residential purpose, before the owner begins the construction, placement, or erection of a building, structure, or other improvement for the residential purpose on an adjacent lot.
5. An owner who elects to use an adjacent lot for residential purposes under this section shall, on the sale or transfer of the lot containing the residence: (i) include the adjacent lot in the sales agreement and transfer the lot to the new owner under the same dedicatory conditions; or (ii) restore the adjacent lot to the original condition before the addition of the improvements allowed under this section to the extent that the lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the owner.
6. An owner may sell the adjacent lot separately only for the purpose of the construction of a new residence that complies with existing requirements in the dedicatory instrument unless the lot has been restored to the original condition before the addition of the improvements allowed under this section to the extent that the lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the owner.
7. A provision in a dedicatory instrument that violates this section is void.

**FILED FOR RECORD
8:00 AM**

NOV -7 2013

Stan Stewart
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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas.

NOV -7 2013



Stan Stewart
**COUNTY CLERK
HARRIS COUNTY, TEXAS**

6829749

JAN 15 - 16 9 4 20 4 829749 B 72 11.00

Amended

AMENDMENT TO DECLARATION OF KRISLAND CORP.

175-99-1762

102

RESIDENTIAL PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, with the written approval of the owners of more than ninety percent (90%) of the Lots in Windsong Section One, a Subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 295 at page 1 of the Map Records of Harris County, Texas, which approval is evidenced by the Amendment dated December 23, 1980, attached hereto as Exhibit A, hereby amends the Declaration of Krisland Corp. dated May 14, 1980, recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 157-96-1887 and the Harris County Clerk's File No. G537859, as follows:

1. The first sentence in Section 8.1 of said Declaration is hereby amended to read as follows:

"If the assessments provided for in Article VII above are not used to cover the cost of garbage and rubbish pickup for the Occupied Lots, and if such service is not being supplied by a governmental entity, then the Association shall contract for garbage and rubbish pickup service on behalf of all Occupied Lots and charge or have the garbage contractor charge the Owner of each Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service."

11

2. Between the first and second sentences in Article XI of said Declaration, the following shall be added:

"As long as there is Class B membership in the Association, if the FHA or the VA has a loan guarantee outstanding on any property in the Subdivision, the Architectural Control Committee shall not have the right to grant a variance from any of the requirements or restrictions contained in this Declaration without first giving thirty (30) days prior written notice to the one or both of them with a loan guarantee outstanding as to the variance under consideration, and if within thirty (30) days after receipt of said notice the FHA or the VA notifies the Architectural Control Committee in writing that it objects to the proposed variance, the variance shall not be granted by the Architectural Control Committee."

IN WITNESS WHEREOF, this Declaration is executed this the 14th day of January, 1981.

RESIDENTIAL PROPERTY OWNERS ASSOCIATION

11

By: *Larry A. Strickland*
Larry A. Strickland, President

Return To:
KRISLAND CORP.
340 Mallie Esperson Bldg.
Houston, Texas 77002

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 02 1994

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
Deputy

KAYLA J. ARNOLD

THE STATE OF TEXAS §
COUNTY OF HARRIS §

175-99-1763

BEFORE ME, the undersigned authority, on this day personally appeared Larry A. Strickland, President of RESIDENTIAL PROPERTY OWNERS ASSOCIATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of January,



Janice P. McCalman

Notary Public in and for
Harris County, Texas

JANICE P. McCALMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 28, 1981

-2-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUN 02 1994
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
Deputy

KAYLA J. ARNOLD

EXHIBIT A

AMENDMENT TO DECLARATION OF KRISLAND CORP.

175-99-1764

The undersigned, being the owners (in the aggregate) of more than ninety percent (90%) of the Lots in Windsong Section One, a Subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 295 at page 1 of the Map Records of Harris County, Texas, hereby amend the Declaration of Krisland Corp. dated May 14, 1980, recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 157-96-1887 and the Harris County Clerk's File No. C537859, as follows:



1. The first sentence in Section 8.1 of said Declaration is hereby amended to read as follows:

"If the assessments provided for in Article VII above are not used to cover the cost of garbage and rubbish pickup for the Occupied Lots, and if such service is not being supplied by a governmental entity, then the Association shall contract for garbage and rubbish pickup service on behalf of all Occupied Lots and charge or have the garbage contractor charge the Owner of each Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service."

2. Between the first and second sentences in Article XI of said Declaration, the following shall be added:

"As long as there is Class B membership in the Association, if the FHA or the VA has a loan guarantee outstanding on any property in the Subdivision, the Architectural Control Committee shall not have the right to grant a variance from any of the requirements or restrictions contained in this Declaration without first giving thirty (30) days prior written notice to the one or both of them with a loan guarantee outstanding as to the variance under consideration, and if within thirty (30) days after receipt of said notice the FHA or the VA notifies the Architectural Control Committee in writing that it objects to the proposed variance, the variance shall not be granted by the Architectural Control Committee."

IN WITNESS WHEREOF, this Declaration is executed this the 23rd day of December, 1980.


Attest:

M. G. Dwyer, Secretary

KRISLAND CORP.

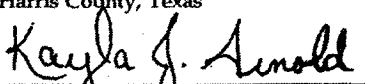
By: 
Larry A. Strickland, President

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 02 1994

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


Deputy

ATTEST:

CASCADE HOME CORPORATION

175-99-1765

Dusty Sullivan
Dusty Sullivan Secretary

By: Billy S. Chance
Billy S. Chance, President

ATTEST:

PULTE HOME CORPORATION
HOUSTON DIVISION

John Sachs
John Sachs,
Vice President of Finance

By: Roger B. Meadows
Roger B. Meadows, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry A. Strickland, President of KRISLAND CORP. a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of December, 1980.



Janice P. McCalman
Notary Public in and for
Harris County, Texas
JANICE P. McCALMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 28, 1981

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Billy S. Chance, President of CASCADE HOME CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of December, 1980.



Kathryn Ann Regsdall
Notary Public in and for
Harris County, Texas
Kathryn Ann Regsdall

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUN 02 1994
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy

175-99-1766

THE STATE OF TEXAS §
COUNTY OF Ft. Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Roger B. Medors, President of PULTE HOME CORPORATION HOUSTON DIVISION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of January, 1981.



Debbie Cerny
Notary Public in and for
Ft. Bend County, Texas

DEBBIE CERNY
Notary Public in and for State of Texas
My Commission Expires December 8, 1984

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED
JAN 15 10 23 AM 1981
Bea Robinson
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number 175-99-1766 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

JAN 15 1981



Bea Robinson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JUN 0 2 1994

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy

SECOND AMENDMENT TO DECLARATION OF KRISLAND CORP.

05/17/83 00045722 H949164 \$ 15.00

KRISLAND CORP., a Texas corporation, pursuant to the provisions of Article IX of the Declaration of Krisland Corp. dated May 14, 1980, recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code No. 157-96-1887, and the Harris County Clerk's File No. G537859, joined by Lester L. Gentry, Jr. and wife, Dianne H. Gentry hereby amend said Declaration as follows:

1. The definition of the term "Subdivision Plat" contained in Article I of said Declaration is hereby expanded so that it covers and includes not only the recorded plat of Windsong Section One Subdivision referred to therein but also the plat of Windsong Section Two Subdivision recorded in Volume 314 at Page 110 of the Map Records of Harris County, Texas.
2. The definition of the term "Subdivision" contained in Article I of said Declaration is hereby expanded so that it covers and includes not only the land now covered by said definition but also the land subdivided into numbered lots on the said recorded plat of Windsong Section Two Subdivision.
3. The definition of the term "Lots" contained in Article I of said Declaration is hereby expanded so that it covers and includes not only the lots now covered by said definition but also the numbered lots shown on the said recorded plat of Windsong Section Two Subdivision.
4. The numbered lots shown on the said recorded plat of Windsong Section Two Subdivision shall be subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth in said Declaration, as heretofore amended.
5. The numbered lots shown on the said recorded plat of Windsong Section Two Subdivision, and the Owners thereof, are hereby granted the benefits of said Declaration.
6. The second full grammatical sentence of Section 4.3 of the Declaration is hereby amended to hereafter be and read in its entirety as follows:

"A Living Unit shall not contain less than 1000 square feet of living area."
7. Subparagraph (b) of Section 4.4 of the Declaration is hereby amended to hereafter be and read in its entirety as follows:

"No building shall be located nearer than five (5) feet to an interior line of a Lot, except that a garage or carport located seventy (70) feet or more from the front line of a Lot may be located as near as three (3) feet to an interior side line of such Lot."
8. Section 3.2 of the Declaration is hereby amended by adding thereto a new paragraph which shall hereafter be and read in its entirety as follows:

"Unless the Architectural Control Committee grants a variance in writing, no building or other structure shall be located on any lot except as set forth in Section 4.4(b) hereof, and such variance may only be granted if such building or other structure has by inadvertence, error, mistake or omission been located on the lot in violation of the requirements of said Section 4.4(b)."

RETURN TO:
KRISLAND CORP.
340 MOLLIE EARLESON BLDG
HOUSTON, TEXAS 77002

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

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on

OCT 19 1990



ANITA BODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Karen Urte Deputy

9. Subparagraph (a) of Section 4.1 is hereby amended by deleting the last full grammatical sentence, thereof.

Except as expressly amended hereby, the Declaration is hereby ratified and confirmed and remains in full force and effect.

EXECUTED the 6th day of May, 1983.

KRISLAND CORP. 101

Donald L. Simon
Secretary

By: Larry A. Strickland
Name
President
Title

Lester L. Gentry, Jr.
Lester L. Gentry, Jr.

Dianne H. Gentry
Dianne H. Gentry

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LARRY A. STRICKLAND, President of Krisland Corp., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of May, 1983.



Ann Semmelroge
Notary Public in and for
the State of Texas
ANN SEMMELROGGE
Notary Public in and for
Harris County, Texas
My Commission Expires July 15, 1986

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of May, 1983, by LESTER L. GENTRY, JR.



Pamela S. Braden
Notary Public in and for
the State of Texas
PAVELA S BRADEN
Notary Public, State of Texas
My Commission Expires 2/3/87

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

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, or the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on

OCT 1 0 1990

ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



By: Karen Urie
Deputy
Karen Urie

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of MAY, 1983, by DIANNE H. GENTRY.



Pamela S. Braden
Notary Public in and for
the State of Texas

PAMELA S. BRADEN
Notary Public, State of Texas
My Commission Expires 2/2/87

RepublicBank Houston, the owner and holder of a lien or liens covering the property affected hereby, joins in the execution hereof to evidence its consent to the amendments contained herein.

Signed this 16th day of MAY, 1983.

By: [Signature]
Name

Senior Vice President
Title

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 16th day of May, 1983, by Jim M. Little, Sr. Vice President of RepublicBank Houston, National Association, a Texas corporation, on behalf of said corporation.



Janet L. Janecik
Notary in and for
the State of Texas

JANET L. JANECIK
Notary Public in and for Harris County, Texas
My Commission expires March 20, 1985

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

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on

OCT 1 9 1980

ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: [Signature]
Deputy

Karen Hira



The Department of Housing and Urban Development - FHA Division joins herein to evidence its consent to these amendments.

Signed this 13th day of May, 1983.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT - FHA DIVISION

By: *[Signature]*

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 13th day of May, 1983 by *[Signature]* as *[Signature]* of the Department of Housing and Urban Development - FHA Division.



[Signature]
Notary Public in and for the State of Texas
GLYNDA L. POWELL
My Commission Expires 8-11-85

The Veterans Administration joins herein to evidence its consent to these amendments.

Signed this 16th day of May, 1983.

VETERANS ADMINISTRATION

By: *[Signature]*

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 16th day of May, 1983 by *[Signature]* as *[Signature]* of the Veterans Administration.



[Signature]
Notary Public in and for the State of Texas
G. M. FERENCE
Notary Public State of Texas
My Commission Expires March 12, 1984

FILED
MAY 17 12 47 PM 1983
[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in the Public Records of the State and of the County mentioned herein by me and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

MAY 17 1983



[Signature]
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 }

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on

OCT 1 9 1980

ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



By: *[Signature]*
Karen Urte Deputy

THIRD AMENDMENT TO DECLARATION OF KRISLAND CORP.

03/30/84 00082263 J436745 \$ 7.00

KRISLAND CORP., a Texas corporation, pursuant to the provisions of Article IX of the Declaration of Krisland Corp. dated May 14, 1980, recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code No. 157-96-1887, and the Harris County Clerk's File No. 0537859, and as amended from time to time hereby amends said Declaration as follows:

1. The definition of the term "Subdivision Plat" contained in Article I of said Declaration as amended is hereby expanded so that it covers and includes not only the recorded plat of Windsong Section One Subdivision and Windsong Section Two Subdivision referred to therein but also the plat of Windsong Section Three Subdivision recorded in Volume 323 at Page 59 of the Map Records of Harris County, Texas.
2. The definition of the term "Subdivision" contained in Article I of said Declaration as amended is hereby expanded so that it covers and includes not only the land now covered by said definition but also the land subdivided into numbered lots on the said recorded plat of Windsong Section Three Subdivision.
3. The definition of the term "Lots" contained in Article I of said Declaration as amended is hereby expanded so that it covers and includes not only the Lots now covered by said definition but also the numbered lots shown on the said recorded plat of Windsong Section Three Subdivision.
4. The numbered lots shown on the said recorded plat of Windsong Section Three Subdivision shall be subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth in said Declaration, as amended.
5. The numbered lots shown on the said recorded plat of Windsong Section Three Subdivision, and the Owners thereof, are hereby granted the benefits of said Declaration, as amended.

Except as expressly amended hereby, the Declaration is hereby ratified and confirmed and remains in full force and effect.

EXECUTED the 22 day of March, 1984.

KRISLAND CORP.

Sue S. Hershman
Assistant Secretary
Sue S. Hershman (AT)

By: Donald W. Suman
Name DONALD W. SUMAN (AT)
Title Vice President - Finance

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Donald W. Suman, Vice President - Finance of Krisland Corp., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of March, 1984.



Ann Kemmelrogge
Notary Public in and for
the State of Texas
ANN KEMMELROGGE
Notary Public in and for
Harris County, Texas
My Commission Expires July 15, 1986

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

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

OCT 19 1990



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: Karen Urrie
Deputy

Karen Urrie

677-94-1418

RepublicBank Houston, the owner and holder of a lien and liens covering the property affected hereby, joins in the execution hereof to evidence its consent to the amendments contained herein.

Signed this 22 day of March, 1984.

By: Lee David Elmore
Name

Vice President
Title

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22 day of March, 1984 by LEE DAVID ELMORE, Vice President of RepublicBank Houston, National Association, a Texas corporation, on behalf of said corporation.



Diane Stallings
Notary in and for
the State of Texas
DIANE STALLINGS
Notary Public, State of Texas
My Commission Expires 11-16-1986

The Department of Housing and Urban Development - FHA Division joins herein to evidence its consent to these amendments.

Signed this 22 day of March, 1984.

DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT - FHA DIVISION

By: James M. Wilson

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 28th day of March, 1984 by James M. Wilson as Manager-Houston Office of The Department of Housing and Urban Development - FHA Division.



Glynda L. Powell
Notary Public in and for
the State of Texas
Glynda L. Powell
My commission expires 8-11-85

FILED
MAR 30 2 01 PM 1984
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

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

OCT 19 1980



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: [Signature]
Deputy

Karen Urie

077-94-1413

The Veterans Administration joins herein to evidence its consent to these amendments.

Signed this 30th day of March, 1984.

VETERANS ADMINISTRATION

By: Amil G. Stafford

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 30th day of March, 1984, by Amil G. Stafford as Chief, C & V Section of the Veterans Administration.



Marie J. Goercio
MARIE J. GOERCIO
Notary Public in and for
the State of Texas

My commission expires: Sept. 30, 1984

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 stated herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

MAR 30 1984

SEND TO:

Ann Thomas
41014 Wickenham
Houston, Tx 77027



Anita Rodheaver
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

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on:

OCT 19 1990

ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



By: Karen Urte
Deputy

Karen Urte

Amend 3739502

097-83-0002

FOURTH AMENDMENT TO THE
DECLARATION OF KRISLAND CORP. 10/15/84 00213745 J739502 \$ 281.50

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Krisland Corp., a Texas corporation, having its principal office in Harris County, Texas, executed previously that certain Declaration of Krisland Corp. (the "Original Declaration"), dated May 14, 1980, filed for record on May 16, 1980 in the Office of the County Clerk of Harris County, Texas under Clerk's File No. G537859 and under Film Code No. 157-96-1887; and,

WHEREAS, Krisland Corp. executed previously that certain Amendment Declaration of Krisland Corp. (the "Amendment"), dated January 14, 1981, to change and amend certain provisions of the Declaration, said Amendment having been filed for record on January 15, 1981 in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. G829749 and under Film Code No. 175-99-1762; and,

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WHEREAS, Krisland Corp. executed previously the Second Amendment to the Declaration of Krisland Corp. (the "Second Amendment"), dated May 6, 1983, to amend and change the Declaration and to expand the Declaration to cover not only the recorded plat of Windsong Section One Subdivision but also the recorded plat of Windsong Section Two Subdivision, said Second Amendment having been filed for record in the Office of the County Clerk of Harris County, Texas, on May 17, 1983 under Clerk's File No. H949164 and under Film Code No. 046-92-1874; and,

WHEREAS, Krisland Corp. executed previously the Third Amendment to the Declaration of Krisland Corp. (the "Third Amendment"), dated March 22, 1984, to expand the Declaration to cover not only the recorded plats of Windsong Section One Subdivision and Windsong Section Two Subdivision but also the recorded plat of Windsong Section Three Subdivision, said Third Amendment having been filed for record in the Office of the County Clerk of Harris County, Texas, on March 30, 1984 under Clerk's File No. J436445 and under Film Code No. 077-94-1417. The Original Declaration as amended by the Amendment, the Second Amendment, and the Third Amendment is hereinafter referred to as the "Declaration"; and,

WHEREAS, Article 1, Section 1.1(m) of the Declaration contains certain provisions relating to "Meeting of Members" and,

WHEREAS, Krisland Corp. together with the undersigned constitute ninety percent (90%) or more of all the current owners of all the lots in Windsong, Sections 1, 2 & 3, desire to amend Article I, Section 1.1(m) of the Declaration; and

WHEREAS, RepublicBank Houston, the holder of liens on the property (the "Lienholder"), has agreed to join in the execution hereof to evidence their consent thereto;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That, Residential Property Owner's Association, hereby amends and changes the Declaration as follows:

Ret. KRISLAND CORP.
340 Mellic Esperson Bldg.
Houston, TX. 77002

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUN 02 1994
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
KAYLA J. ARNOLD, Deputy

ARTICLE 1, SECTION 1.1(m) is deleted in its entirety and the following is substituted in lieu thereof:

(m) "Meeting of Members" shall mean and refer to a meeting of Members duly called in the manner described in the by-laws of the Association, of which notice shall have been sent to all Members not less than ten (10) days or more than fifty (50) days in advance of the Meeting stating the purpose(s) of the Meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter(s) requiring a vote of Members by the provisions of this Declaration, the presence at the Meeting in person and/or by proxies of Members entitled to cast ten percent (10%) of all votes of each Class of Members with voting privileges shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or By-laws. If, however, such quorum shall not be present or represented at any Meeting(s) called to act on such matter(s), another Meeting may be called to act on the same matter(s) subject to the above described notice requirement and the required quorum at any such subsequent Meeting shall be one-half of all votes of each Class of Members with voting privileges that were present at the Meeting, except such reduction in the quorum requirements shall not be applicable if the subsequent Meeting is held more than fifty (50) days following the preceding Meeting.

Except as expressly amended or modified hereby, the Declaration is hereby ratified and confirmed and continues in full force and effect.

IN WITNESS HEREOF, this Fourth Amendment to the Declaration of Krisland Corp. is executed effective as of this first day of June 1984.

Donald W. Suman
Donald W. Suman,
Vice President-Residential
Property Owners Association

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 1st day of JUNE, 1984, by Donald W. Suman Vice President of Residential Property Owner's Association, a Texas corporation, on behalf of said corporation.



Kathryn A. Jackson
Notary Public in and for the
State of TEXAS

My commission expires:

April 13, 1985

(H21)
KJ

The undersigned hereby consent to the foregoing amendment.

Krisland Corp., a Texas corporation, and owner of lots in Windsong, Sections 1, 2 and 3, joins herein to evidence its consent to the amendments contained herein.

Executed effective as of the first day of June 1984.

RECORDERS MEMORANDUM
ALL BLANKETS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED

TYPE
NAME

By: Donald W. Suman
Name: Donald W. Suman
Title: Vice President-Residential

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUN 09 1984
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
Deputy

July 15, 1993

RECEIVED
AUG - 5 1993
Ans'd.....


Board of Directors
Windsong Community Association, Inc.
c/o SCS Management Services
P. O. Box 38553-1013
Houston, Texas 77238

Dear Directors:

By a majority vote, the Windsong Architectural Control Committee agrees to and does hereby appoint the Board of Directors of the Windsong Community Association, Inc. to serve as its "duly authorized representative", with all powers and responsibilities given the Architectural Control Committee in the Declaration of Covenants, Conditions and Restrictions for Windsong, Sections 1, 2, 3 and 4, except that such powers and responsibilities shall be limited and apply only to improvements to Properties previously approved by the Architectural Control Committee. This appointment becomes effective as of the date hereof unless this appointment is rejected by the Board of Directors of the Windsong Community Association, Inc. within thirty (30) days.

Sincerely,

WINDSONG ARCHITECTURAL CONTROL COMMITTEE


James R. Moore


Richard Rue

R242647

ARCHITECTURAL GUIDELINES

FOR

502-55-2127

WINDSONG SUBDIVISION

01/24/95
01/25/95 00013961 R242647 \$ 37.00

Roster

[Handwritten signature]

The undersigned, being all of the members of the Board of Directors of Windsong Community Improvement Association, a Texas non-profit corporation ("the Association"), do hereby certify that at a meeting of the Board of Directors of the Association duly called and held, the following guidelines were unanimously made and adopted:

WHEREAS, the those certain instruments entitled "Declaration of Krisland Corp.;" "Amendment to Declaration of Krisland, Corp.;" "Third Amendment to the Declaration of Krisland, Corp.;" "Fourth Amendment to the Declaration of Krisland, Corp.;" and, "Declaration of Covenants, Conditions, and Restrictions, Windsong, Section Four (4)" respectively filed of record under County Clerk's File Nos. G537859, H949164; J436745; J739502; N453588; and also under Film Code Nos. 157-96-1887; 046-92-1874, et seq.; 077-94-1417, et seq.; 097-83-0002, et seq.; 009-59-1753, et seq. (collectively referred to as "the Declaration") encumber all of the lots in Windsong, Sections One (1), Two (2), Three (3), and four (4), all of Harris County Subdivisions according to the maps or plats thereof, respectively filed of record in Volume 295, Page 1; Volume 314, Page 110, Volume 323, Page 59, and under Film Code No. 350135 all of the Map Records of Harris County, Texas (the "Subdivision"); and

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WHEREAS, the Declaration provides that no buildings or other improvements shall be commenced, constructed, erected, placed or maintained on any lot in the Subdivision until the construction plans and specifications including, but not limited to; (i) site layout; (ii) building location; (iii) building materials; (iv) colors and elevation; have been submitted to and approved in writing by the Architectural Control Committee of the Subdivision (the "ACC"); and

WHEREAS, the Declaration further provides that the ACC shall have the discretion to approve or disapprove plans and specifications for buildings, additions or improvements on the basis of color, quality of building materials and harmony of external design with existing structures; and

WHEREAS, on July 15, 1993, the Association was designated by the ACC as its' authorized representative with all powers and responsibilities given the ACC in the Declaration, limited to improvements to Lots and Living Units made after the initial improvement of the Living Unit on any Lot by the ACC. (As used hereinafter the term "ACC" shall mean and refer to the individuals appointed by the Board of Directors of the Association to serve as the Board's authorized representative to exercise all the powers previously assigned to it by the Architectural Control Committee for the

WHEREAS, the Board of Directors of the Association desires to establish guidelines with respect to the type, quality and color of exterior additions and improvements on Lots within Windsong, the Subdivision, to be followed by the ACC, so that a harmonious exterior design within the Subdivision is consistently maintained;

NOW, THEREFORE, the Board of Directors of the Association hereby adopts the following guidelines relating to buildings and improvements on lots within the Subdivision which guidelines shall supplement the applicable restrictive covenants set forth in the Declaration:

ARTICLE I

Application Procedure

1.1 Submission - Except as provided in Section 1.3 of this Article I, all applications for approval to make any exterior changes, additions or improvements must be submitted to the ACC in writing by completing the application form currently in use by the ACC, a copy of which is attached hereto as Exhibit "A", or such form as may hereafter to be adopted by the ACC.

Plans and specifications for any exterior change, addition or improvement should be attached to the application. The ACC reserves the right to request any additional information deemed by it to be necessary to properly evaluate the application. Should the ACC request additional information, the application will be denied; however, the applicant may thereafter submit a new application with the requested information to the ACC for its review. All applications shall be mailed or delivered to the office of the managing agent of the Association.

1.2 Review - The ACC shall endeavor to review each application as soon as possible after the date of its receipt. Each decision of the ACC shall be in writing and include a statement of the conditions under which the application is approved, if any, or the reason(s) for disapproving the application. Any application which has not been approved or disapproved within ten (10) days of the date of its receipt shall be deemed approved; provided however, that any such approval shall be deemed to relate to Architectural Guidelines only, not to any of the restrictions set forth in the Declaration, which must be complied with at all times. Except as provided in Article XII or unless otherwise stated in the ACC's written response, all approved exterior changes, additions, improvements or landscaping shall be completed within thirty (30) days of the date of construction, installation or erection has commenced.

1.3 Appeal - In the event that the ACC disapproves an application, the applicant may submit to the ACC a written request for reconsideration. The applicant may submit with the written request for reconsideration an explanation of additional or extenuating circumstances or any other additional information which the applicant considers relevant to the original application. The ACC shall review the request for reconsideration and then notify the applicant in

writing of its final decision within ten (10) days from date of its receipt. In the event that the request for reconsideration is denied by the ACC, the applicant may submit to the Board of Directors for the Association the written request for reconsideration. The Board of Directors shall review the request for reconsideration at the next meeting of the Board of Directors next following the date upon which request is received and notify the applicant of the Board's decision. All decisions of the Board of Directors shall be final. During the period of appeal to the ACC and/or the Board of Directors, the decision of the ACC on the original application shall remain in effect; further, an appeal of a decision of the ACC shall not be considered a new application resulting in approval of the original application if a response to the request for reconsideration is not submitted by the ACC or the Board of Directors within ten (10) days of the date of its receipt.

ARTICLE II

General Guidelines

- 2.1 The ACC shall consider the following factors upon the review each application for an exterior change, addition or improvement:
- (a) Size and dimension;
 - (b) Color and harmony with existing structures and improvements;
 - (c) Quality of materials;
 - (d) Location;
 - (e) Harmony and appeal of exterior design;
 - (f) Quality of construction;
 - (g) Elevation;
 - (h) The provisions of applicable statutes, ordinances, building codes and covenants, conditions and restrictions.

Provided, however, that the approval of an application shall not be construed as a warranty or representation by the ACC that the change, addition or improvement, as proposed or as built, complies with any or all applicable statutes, ordinances or building codes, or as a warranty or representation by the ACC of the fitness, design or adequacy of the proposed construction.

- 2.2 Grandfather Clause - Improvements which are not in compliance with these guidelines, but (i) were completed prior to December 28, 1994 and (ii) have never been cited as requiring the approval of the ACC, shall not be required to be removed or replaced. Provided, however; as improvements which do not comply with these guidelines are destroyed by fire, storm, accident or acts of

God, or otherwise require replacement or modification, including painting, such improvements shall be replaced, modified or repaired in a manner as so to be consistent with these guidelines.

ARTICLE III

Fences

- 3.1 **Location** - Fences shall: (i) be located wholly within the property lines of the homeowner's lot; (ii) not extend into the front yard beyond the building setback line for the main residence upon such lot; in the opinion of ACC, must not interfere with the general harmony and external design of the subdivision.
- 3.2 **Height & Materials** - All fences shall be six feet (6') in height. Fences shall be of wooden pickets and not of chain link or wire. All fencing should preferably have finished materials on both sides. If only one side has finished material, the finished side must face the public side of the individual lot. All fences shall be constructed with the pickets on the outside so that no posts or rails are visible from the street in front of the lot or from the side street. Fence material must be kept in its natural state and may not be stained or painted on the public side of individual lot.
- 3.3 **Gates** - All gates shall be constructed of wood and should preferably have finished materials on both sides. If only one side has finished material, the finished side must face the public side of the individual lot. Gates shall not be of chain link or wire.

ARTICLE IV

Swimming Pools

- 4.1 Permanent/above ground backyard spas/swimming pools will be approved by the ACC only after careful consideration of the effect such a pool will have on neighboring lots.
- 4.2 An application for the construction of a permanent/above ground type backyard spa/swimming pool will not be considered unless: (i) application is accompanied by an application for an acceptable fence design; (ii) or a fence design has already been approved and there are adequate locks on the gate to the fence.
- 4.3 An application for the construction of a spa/swimming pool must include a plot plan showing the proposed location of the spa/swimming pool in relation to the property lines, set back lines building lines, easements, existing structures and existing or proposed fences.
- 4.4 The application shall also include a timetable for the construction of the spa/pool.

- 4.5 During construction, the spa/pool area shall be enclosed with a temporary fence or barrier, unless a fence already exists.
- 4.6 No building materials or vehicles shall be kept or stored in the street overnight.
- 4.7 No swimming pool may be enclosed with screens.
- 4.8 The spa/swimming pool, including the decking, shall be constructed so as not to encroach upon any existing easement or building setback line.
- 4.9 Homeowners must notify the Utility District and any easement holders of their intention to install a spa/pool.
- 4.10 The spa/swimming pool backwash line shall drain to the street per MUD District #183. No spa/pool plumbing shall be permitted to drain into the sewer lines.

ARTICLE V

Outbuildings

Building Alterations and Additions

- 5.1 Any type of building which exists on a lot, but is not attached to the residential dwelling on a lot other than the dwelling itself, shall be considered an outbuilding, including tool and/or storage sheds, playhouses and gazebos.
- 5.2 Any exterior addition or alteration to an existing building shall be compatible with the design character of the original building.
- 5.3 No outbuildings shall be placed closer than three feet (3') to a side property line, fence or other structure or three feet (3') from a rear property line. Such a distance will allow for the removal of grass and weeds. No outbuildings shall be placed so as to encroach upon any dedicated easement.
- 5.4 No outbuilding(s) shall be constructed before an approved fence is constructed. This includes storage sheds, dog houses and greenhouses.
- 5.5 The length and width of any outbuilding shall be limited so that established drainage patterns will not be interrupted. Depending upon the size and placement of the lot, the length and width of any outbuilding shall be examined on an individual basis.
- 5.6 The height of the peak of the roof of the outbuilding shall not exceed eight feet (8'). Any roof shingles shall be uniform in design and same color as primary residence.
- 5.7 Playhouse shall meet the requirements of all other outbuildings. Provided, however, only one (1) playhouse not exceeding ten feet (10') in length, ten feet (10') in width and eight feet (8') in height shall be permitted on a lot. The standard, type, quality and color of the materials used in construction of a

playhouse shall be harmonious with the standard, type, quality and color of the materials used in construction of the main residence on the lot. This stipulation is not applicable if not visible from street.

- 5.8 No exterior portion of a playhouse shall be made of tin. No playhouse shall contain electrical wiring or antennae. All entrances to playhouse shall face the rear of the residential dwelling.
- 5.9 All playhouses and outbuildings shall be maintained in good condition.
- 5.10 Gazebos shall not be used for the storage of any type of tools or equipment.
- 5.11 On any room additions, roof shingles shall be of a uniform design and same color as primary residence.

ARTICLE VI

Patio Covers

- 6.1 The standard, type, quality and color of the materials used in the construction of a patio cover must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence. Fiberglass and tin patio covers shall not be permitted under any circumstance.
- 6.2 Patio covers will be constructed only in area of the patio.

ARTICLE VII

Lighting

- 7.1 Security Lighting - Exterior wall, soffit or mounted security lighting shall be permitted with the ACC's approval, so long as each lighting fixture does not exceed 150 watts.
- 7.2 Landscape Lighting - Exterior landscape lighting shall be permitted, so long as the lighting is located within the flower beds, shrubs and/or trees.
- 7.3 Gas Lights - One (1) gas light per lot shall be permitted with the ACC's approval, provided the gas lighting color is white. Existing gas lighting may be converted to an electric incandescent bulb provided: (i) incandescent bulb is a clear glass type; (ii) wattage of the bulb does not exceed 100 watts; (iii) the lighting color is white.
- 7.4 Flood and Spot Lighting - Flood and spot lighting shall be permissible with the ACC's approval so long as:
 - (a) The wattage in each lamp does not exceed 150 watts and the wattage in each fixture does not exceed 300 watts;

502-55-2133

- (b) All fixtures are mounted under an eave or to a soffit.
- 7.5 Vapor lighting shall only be permitted in location of front driveway as not to interfere with neighbors and cause an annoyance. Under no circumstances shall vapor lighting be permitted on the back side of primary residence or on side of primary residence if it interferes with neighbors. All vapor lighting must be approved by the ACC.
- 7.6 All exterior colored lighting must be approved by the ACC.
- 7.7 Annoyances - Exterior lighting shall not be directed in such a manner as to create an annoyance to the neighbors. All new lighting which is approved by the ACC shall be subject to a 60 (sixty) day trial period to assure that the lighting is not objectionable to surrounding residents. If, at the end of the sixty (60) day period, the ACC determined that the lighting is not unreasonably offensive or an annoyance to surrounding residents, the ACC's approval shall be final; otherwise, the lighting shall be removed or modified in accordance with the decision of the ACC.

ARTICLE VIII

Painting

- 8.1 A color sample or "paint chip" of the proposed exterior color of any new addition or improvement must be attached to each application submitted to the ACC. Further, the existing exterior color of a house, garage or other improvement on a lot shall not be repainted in the existing color or any other color without first submitting an application with a color sample or paint chip to the ACC and receiving its written approval.
- 8.2 The ACC has established and shall maintain a chart depicting acceptable muted colors for the exteriors of homes and other improvements on lots within the subdivision. Each color sample or paint chip shall be compared to the colors set forth on the color chart to assure that each approved color is harmonious with the color scheme established for the subdivision.

The approved color chart has been made available at two locations for your convenience:

SCS MANAGEMENT COMPANY (OR MANAGING AGENT)
5600 Northwest Central Drive Suite 201
Houston, Texas 77092
(713)460-1122

THE SHERWIN-WILLIAMS COMPANY
5814 Highway 6 North
Houston, Texas 77084
(713)859-7437

- 8.3 The door of a garage on a lot shall always be painted the same color as the principal color of the residential dwelling. Garage doors shall be all of one color; patterns, checkerboard or designs will not be allowed.
- 8.4 Landscape timbers shall not be painted under any circumstances.

ARTICLE IX

Roofing Materials, Additions & Gutters

- 9.1 Materials - A sample of the proposed shingle to be placed on any existing roof or any improvement must be attached to each application submitted to the ACC. Proposed shingle must be an acceptable type and quality and that its color is harmonious with the color scheme established for the Subdivision. Roof shingles shall be of a uniform design and color over the entire residence. All composition shingles used on the roof of a home must have at least a twenty (20) year manufacturer's warranty. "White" or "colored" as well as "Terracotta" shingles are not permitted.
- 9.2 Roofing Additions - No skylights or similar types of additions shall be permitted on the front of the roof ridge line and/or gable of a structure.
- 9.3 Solar Panels - Solar panels will only be permitted if placed on back side of residence and approved in writing by the ACC.
- 9.4 Roof Vents - Roof vents or turbo vents shall be installed on the back side of the residence. Roof vents or turbo vents shall be installed according to the manufacturer's specifications for installation not to exceed the ridgeline by more the fifteen inches (15").
- 9.5 Gutters - The addition of gutters to a house must be approved by the ACC. Gutters must be painted the same color as the residence or the trim thereon and shall be kept in good repair. All existing gutters shall be kept in good repair as to not detract from the overall appearance of the residence or surrounding neighborhood.

ARTICLE X

Miscellaneous

- 10.1 Birdhouses shall be permitted subject to the prior approval of the ACC and the following:
 - (a) A birdhouse shall not be visible from the street in front of the lot;
 - (b) No birdhouse shall be larger than two feet (2') in width, two feet (2') in length and two feet (2') in height;
 - (c) Birdhouse shall not be erected more than ten feet (10') in height.

10.2 Awnings are not permitted.

10.3 Antennae - Without the prior written authorization of the ACC, no television or radio antennae of any sort shall be placed, allowed or maintained outside a residential dwelling or on the exterior of any building or other improvement.

ACC may consider approving application in the event that television, radio or any sort of antennae: (i) does not exceed eight feet (8') in height; (ii) is not visible from the street on which the lot faces or sides; (iii) does not create a nuisance for surrounding neighbors.

10.4 Driveways/Sidewalks

- (a) Unless the ACC grants a variance in writing, each lot shall have driveway access to the street on which the lot faces and shall not have driveway access to a street on the side of the lot unless approved by the ACC.
- (b) Subject to the foregoing limitation, the Owner of each lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion in the street easement and he shall repair at his own expense any damage to the street occasioned by connecting his driveway thereto.
- (c) A request for a widened driveway or a new sidewalk shall be considered on an individual basis.
- (d) Cement material must blend with the existing structure and must be carried out in a workmanlike manner.
- (e) Circular Driveways are not permitted under any circumstances.

10.5 Mailboxes & House Numbers

- (a) Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the ACC that any such matter is not harmonious shall be final.
- (b) Any change to the mail box structure must be approved by the ACC. Approval of the mail box application shall not be unreasonably withheld.
- (c) Mail boxes shall be either black or shall remain its natural color. Mailbox posts shall not be painted and are to remain natural color. All mailboxes shall be maintained as to not detract from the overall appearance of the property or of the neighborhood. No brick or other type of mailbox encasement is permitted.

10.6 Garage Conversions - Each garage, whether used for the storage of vehicles or not, must maintain the outward appearance and function of a garage, as

provided in Article IV, Section 4.1(a) of the Declaration.

10.7 Basketball Goals - Basketball goals shall be permitted subject to the prior approval of the ACC and the following;

- (a) A nylon net shall be maintained on the rim at all times. The net shall be replaced in the event that it becomes frayed or torn.
- (b) An orange steel or aluminum rim shall be affixed to the backboard at all times. The rim shall be repaired or, if necessary, replaced in the event that it becomes broken or bent.
- (c) The backboard must be fiberglass or weatherproofed wood painted white with the exception of an orange square outline above the rim. The backboard shall be repainted, repaired or replaced in the event that the surface of the backboard becomes chipped or cracked or the backboard becomes warped or unaligned.
- (d) Basketball goals may not be erected in such a manner as to encroach upon any building line on any lot.
- (e) Basketball goals that are visible from the street shall be attached to the front of the garage or freestanding.
- (f) In no event shall a basketball goal be placed at any curb either temporarily or permanently.
- (g) All mounting supports must be steel or aluminum and painted the same color as the exterior color of the structure upon which they are mounted. The pole on which the backboard is mounted, if applicable, must also be steel or aluminum and painted either silver or black. The pole, if applicable, and all mounting supports must be maintained in an attractive condition.
- (h) With the exception of maintenance and repair, a basketball goal shall not be modified in any respect nor shall its location be changed from that approved by the ACC.

10.8 Paint on Concrete - No concrete on a lot which is visible from the street in front of the lot, whether a driveway, sidewalk, patio or other improvement, shall be painted or stained any color. Concrete which is not visible from the street in front of the lot may be painted or stained only with the ACC's prior written approval i.e. inside garage.

10.9 Flower Bed Borders, Waterfalls, Sidewalk Borders, Lawn Decorations - All requests for decorative type items will be considered on an individual basis. The primary concern will be based on the compatibility and the effect that such an addition will have on drainage patterns and overall appearance of the residence and neighborhood. Grass and landscape beds shall be kept trim and neat and weeds maintained.

502-55-2136

10.10 Storm Doors

- (a) Storm doors/screen doors will be permitted on all doors.
- (b) Storm doors/screen doors shall be constructed of aluminum or wood. The color should be in harmony with the existing color of the residence.
- (c) Storm doors/screen doors will be approved with the condition that they be kept in the proper state of repair at all times; i.e. broken glass must be replaced, screens must be properly secured.
- (e) All storm doors/screen doors shall be maintained in a manner as not to detract from the overall appearance of the residence or of the neighborhood.

10.11 Flag poles shall be permitted prior to the approval of ACC and shall not exceed 10' in height.

ARTICLE XI

Local Building & Work Permits

- 11.1 Approval of any project by ACC or Association does not waive the necessity of obtaining the required local permits.
- 11.2 Obtaining a local permit does not waive the need for ACC or Association approval.
- 11.3 The ACC or Association will not knowingly approve a project which is in violation of the local building or zoning codes.

ARTICLE XII

Completion of Structures

- 12.1 Construction in accordance with an approved plan must be completed within sixty (60) days of the time that construction is begun unless otherwise specifically agreed to by the ACC or Association. If not completed within the time allotted, the Association shall proceed against the homeowner as if a violation of the Declaration had occurred.
- 12.2 Any addition or modification which meets the guidelines and standards, but which is erected in an "unworkmanshiplike" manner and detracts from the overall appearance of the Subdivision, will be deemed to have been erected in contradiction to the approval of the Architectural Control Committee; in such case the Association shall proceed as if a violation of the Declaration had occurred.

ARTICLE XIII

Construction Hours

13.1 Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 6:00 a.m. and before 9:00 p.m..

502-55-2138

ADOPTED ON THE DATE SET FORTH OPPOSITE EACH NAME TO BECOME EFFECTIVE UPON RECORDING.

BOARD OF DIRECTORS

Windsong Community Improvement Association

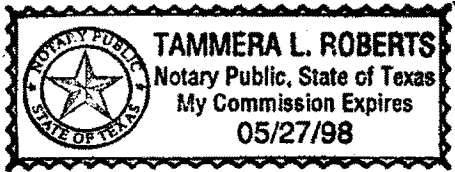
Date: 1/9/95

Jim Marshall
JIM MARSHALL
President

STATE OF TEXAS *
*
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared Jim Marshall, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 9th day of January, 1995.



Tamera L. Roberts
NOTARY PUBLIC - STATE OF TEXAS

502-55-2139

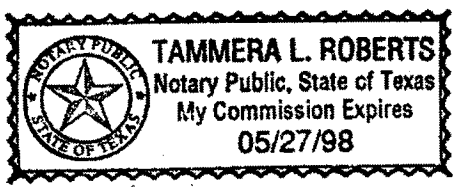
Date: 1/9/95

Ernestine Powers
ERNESTINE POWERS
Vice President

STATE OF TEXAS *
*
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared Ernestine Powers, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 9th day of January, 1995.



Tammara L. Roberts
NOTARY PUBLIC - STATE OF TEXAS

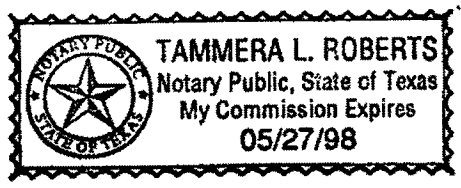
Date: 1/9/95

Brenda Bode
BRENDA BODE
Secretary/Treasurer

STATE OF TEXAS *
*
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared Brenda Bode, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 9th day of January, 1995.



Tammara L. Roberts
NOTARY PUBLIC - STATE OF TEXAS

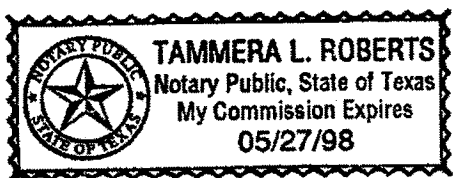
Date: 1-9-95

Dana Boughal
DAMBOUGHAL
Director

STATE OF TEXAS *
*
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared Dana Boughal, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 9th day of January, 1995.



Tamera L. Roberts
NOTARY PUBLIC - STATE OF TEXAS

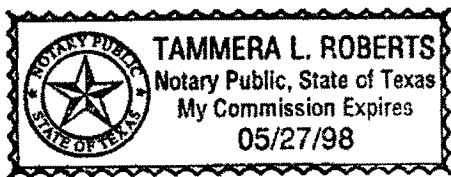
Date: 1-9-95

Claudia Varjabedian
CLAUDIA VARJABEDIAN
Director

STATE OF TEXAS *
*
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared Claudia Varjabedian, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 9th day of January, 1995.



Tamera L. Roberts
NOTARY PUBLIC - STATE OF TEXAS

ARCHITECTURAL CONTROL
COMMITTEE CHAIRMAN
WINDSONG SUBDIVISION

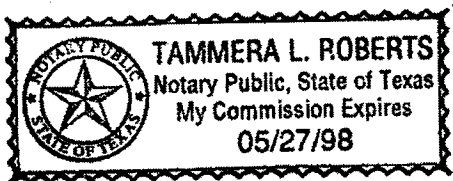
Date: 1-9-95

TERRI BRONSON
TERRI BRONSON
Chairman

STATE OF TEXAS *
*
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared TERRI BRONSON, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 9th day of January, 1995.



Tamera L. Roberts
NOTARY PUBLIC - STATE OF 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

JAN 24 1995



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
95 JAN 24 PM 3:23
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to:
BUTLER, EWALT & HAILEY, P.C.
Attorneys at Law
5718 Westheimer, Suite 1600
Houston, Texas 77057-5794

JUN 0 2 2003 ~~MAY 0 9 2003~~

**CERTIFICATE OF FIRST AMENDMENT
OF THE ARCHITECTURAL GUIDELINES FOR
WINDSONG SUBDIVISION**

W671818
05/16/03 100149269

\$11.00

The undersigned, being the duly elected, qualified, and acting Board of Directors and Architectural Control Committee of the WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, do hereby certify the following amendment of the Architectural Guidelines for the Windsong Subdivision was approved by a majority of the directors present at the meeting held on the 18th day of September, 2002, at which a quorum was present, and which was duly called to transact the business of the association.

Article III, Section 3.2 of the Architectural Guidelines for Windsong Subdivision is amended to read as follows:

Section 3.2 – **Height & Materials** - All fences shall be six feet (6') in height pickets with an optional six inch (6") rot board at the bottom of the pickets and/or an optional maximum three inch (3") decorative cap on top of the pickets. Fences shall be of cedar or pressure treated pine wooden pickets and not of chain link or wire. All fencing should preferably have finished materials on both sides. If only one side has finished material, the finished side must face the public side of the individual lot. All fences shall be constructed with the pickets on the outside so that no posts or rails are visible from the street in front of the lot or from the side street. Fence material must be kept in its natural state and may not be stained or painted on the public side of the individual lot.

All other provisions of the Architectural Guidelines for Windsong Subdivision shall remain in full force and effect.

IN WITNESS HEREOF, this First Amendment to the Architectural Guidelines is executed effective as of this 18th day of September, 2002.

BOARD OF DIRECTORS
ARCHITECTURAL CONTROL COMMITTEE
Windsong Community Improvement Association, Inc.

Date: 4-24-03

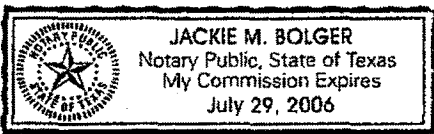
[Signature]
Steve Kasischke, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Steve Kasischke, known to me to be the person whose name is subscribed to the foregoing document and, being by me duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 30th day of April, 2003.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



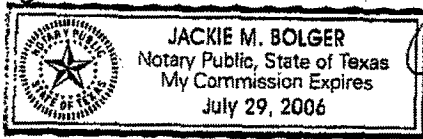
Date: 4-24-03

Steve Hébert
Steve Hébert, 1st Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Steve Hébert, known to me to be the person whose name is subscribed to the foregoing document and, being by me duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 30th day of April, 2003.



Jackie M. Bolger
NOTARY PUBLIC IN AND FOR
THE STATE OF 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

Date: 24 APRIL 03

Wesley LaRue
Wesley LaRue, Secretary

MAY 16 2003

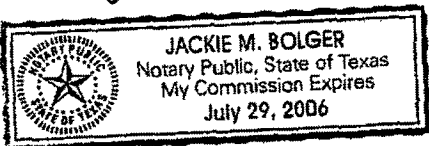
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §



Dorely B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

BEFORE ME, a notary public, on this day personally appeared Wesley LaRue, known to me to be the person whose name is subscribed to the foregoing document and, being by me duly sworn, declared that he/she executed the foregoing instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 30th day of April, 2003.



Jackie M. Bolger
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILE FOR RECORD
8:00 AM

MAY 16 2003

Dorely B. Kayman
County Clerk, Harris County, Texas

~~After recording, return to:
SCS Management Services, Inc.,
7170 Cherry Park Drive
Houston, TX 77095~~

RESOLUTION OF THE BOARD OF DIRECTORS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
COLLECTION RULES & INSTALLMENT PLAN GUIDELINES

5
Notice

10

WHEREAS, WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., hereinafter ("Association"), Declaration of Covenants, Conditions and Restrictions, hereinafter ("Restrictions") creates an obligation for the Board of Directors to assess; and the homeowners to pay, regular and special assessments and all other charges levied pursuant to the Restrictions, which are a continuing lien on the property, as well as a personal obligation of each Owner; and,

WHEREAS, pursuant to Chapter 204.010(a)(12) of the Texas Property Code and Article VIII, Section 2 of the Bylaws of the Association, the Board has the power to establish rules regulating the collection of delinquent assessments; and

WHEREAS, there is a need and the Board of Directors ("Board") desires to establish uniform and systematic rules and guidelines to timely and impartially collect assessments and other charges of the Association; and,

WHEREAS, pursuant to Chapter 204.010(a)(10) & (11) of the Texas Property Code, unless otherwise provided by the Restrictions, Articles of Incorporation or Bylaws of the Association, the Board of Directors is empowered to impose interest, late charges, and if applicable, returned check charges for late payments of regular or special assessments and if notice and opportunity to be heard are given, collect reimbursement of actual attorney's fees and other reasonable costs incurred by the Association relating to violations of the Restrictions, bylaws or rules of the Association.

WHEREAS, the Board has retained an attorney experienced in the representation of community Associations in collections, as well as other matters; and,

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors is obligated to offer an installment plan of no less than three (3) months, nor more than eighteen (18) months, unless the owner failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan; and

WHEREAS, at a regular meeting of the Board, said meeting being properly called and a quorum being present, these Collection Rules & Installment Plan Guidelines were adopted; and

NOW, THEREFORE, BE IT RESOLVED that the Association has and does hereby adopt the following Collection Rules & Installment Plan Guidelines to establish guidelines for installment plans and for the collection of assessments and shall record these in the real property records of each county in which the subdivision is located.

SIGNED this the 27th day of October, 2011.

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: Dennis Shook, President

DK
lee

Printed Name: DENNIS SHOOK

FILED FOR RECORD
8:00 AM

DEC 16 2011

Stan Stewart
County Clerk, Harris County, Texas

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
COLLECTION RULES & INSTALLMENT PLAN GUIDELINES

1. **ASSESSMENT PERIOD.** The Board of Directors ("Board") has the duty of establishing and adopting an annual budget for each fiscal year of the WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., ("Association") covering the estimated costs of operation during each calendar year.
2. **DUE DATE.** All regular and special assessments are due in advance and other charges are due and payable to Association on January 1 of each year. All assessments and other charges due to Association and not paid in full by 5:00 p.m. on the delinquency date of January 31st of each year shall be considered delinquent until paid in full. Charges disputed by an Owner are considered delinquent until such time as they are paid in full or the Owner has been provided verification of the disputed amounts due.
3. **OTHER CHARGES.** All delinquent assessments shall incur a charge interest and/or late charge penalty as described in more detail in paragraph 5 below, from the delinquency date until the delinquent assessment is paid in full. 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 that account. An Owner will be charged a cost of up to \$25.00 for any check that is returned or Automatic Clearing House (ACH) debit that is not paid as a result of Non-Sufficient Funds (NSF).
4. **NOTICE.** The Board shall in good faith attempt to cause the notice of all assessments to be levied against each Owner to be mailed to each Owner at least thirty days prior to the end of the each calendar year. An Owner shall not escape liability or be entitled to a deferral of interest, late charges or other charges with regard to delinquent assessments on the basis of such Owner's failure to receive notice, provided such notice was sent via regular mail to the most recent address of the Owner according to the records of Association. Each Owner shall have the obligation to notify Association in writing of any change in address which shall become effective five days after written notice has been received.
5. **NOTIFICATION** Association may cause to be sent the following notification(s) to all Owners:
 - a) **FIRST NOTICE:** may be sent via regular mail on or about the month of November.
 - b) **(OPTIONAL) REMINDER NOTICE:** may be sent via regular mail on or about the month of January.
 - c) **SECOND NOTICE: PAST DUE INTEREST, PENALTY:** may be sent via regular mail on or about the month of February which may set forth all assessments, interest and other amounts due including a penalty of 10% and/or interest at the rate of 10% per annum.
 - d) **NOTICE OF DELINQUENCY:** may be sent on or about the month of March via certified mail to each delinquent owner in the event that an assessment account balance remains unpaid sixty (60) days from the due date. A charge will be added to each delinquent owner's account balance for administrative costs and will set forth the following information and results of failure to pay including an explanation as follows:
 - **AMOUNTS DUE:** Describes each delinquent amount (assessments, interest, late charges, and other amounts) and the total amount of the payment required to make the account current.
 - **CURE PERIOD:** Allows at least thirty (30) days for the owner to cure the delinquency before further collection action is taken.
 - **PAYMENT PLAN:** Describes the options an owner has to avoid having their account turned over to legal counsel, including information regarding the availability of a payment plan through the association.

- **PAYMENT PLAN:** Describes the options an owner has to avoid having their account turned over to legal counsel, including information regarding the availability of a payment plan through the association.
 - **HEARING:** That the owner shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the Notice of Delinquency.
 - **SERVICE MEMBERS NOTICE:** Inform the owner that they may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act if the owner is serving on active military duty.
 - **ATTORNEY FEES:** Explanation that their delinquent account will be turned over to legal counsel for collection and that Association will incur reasonable attorney fees for which reimbursement from the Owner will be sought.
6. **INSTALLMENT PLAN FOR DELINQUENCIES:** Upon request, all Owners are automatically approved for an installment plan for the current year assessment consisting of three equal consecutive monthly installments. No payment plan may be shorter than three months or longer than eighteen months. Alternative installment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative installment plan proposals. The Association may not charge late fees during the course of an installment plan, but can charge interest at the rate it is entitled to under its Restrictions and reasonable costs of administering the payment plan. The association is not required to enter into a payment plan with any owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan. If, at the time the Association receives a payment from a owner who is in default under a payment plan entered into with the Association; the Association is not required to apply the payment in the order of priority specified in paragraph 7 and in applying any such payment, a fine assessed by the association may not be given priority over any other amount owed to the Association.
7. **APPLICATION OF PAYMENTS.** Pursuant to Chapter 209.0063 of the Texas Property Code.
8. **REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY.** 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 lien affidavit, a lawsuit against the delinquent Owner for a money judgment or 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.
9. **ATTORNEY PROCESSS.** Unless contrary instructions are given by the Board or advised by the Association Attorney, the following actions may be taken upon referral of a delinquent Owner not under bankruptcy protection. Note that pursuant to Chapter 209.0064 of the Texas Property Code, the owner may not be prohibited from contacting the association's board or managing agent regarding the delinquency.
- a. **ATTORNEY DEMAND LETTER:** to be sent via regular mail and certified mail return receipt requested to the owner on or about the month of May or as processed allowing the Owner thirty days to pay the delinquency or dispute the debt pursuant to applicable law. As a prerequisite to foreclosure this letter shall also be sent certified mail return receipt requested to the holder of a lien of record on the property whose lien is inferior or subordinate to the association's lien and is evidenced by the deed of trust, to the address on the deed of trust, providing the inferior lien holder notice and opportunity to cure the delinquency before the 61st day after the date the recipient receives such notice.
 - b. **NOTICE OF LIEN AFFIDAVIT:** to be filed in the real property records where the delinquent owner's property is located on or about the month of June.


- c. TITLE SEARCH: A detailed title search shall be performed by a third party vendor. The title search shall be performed in a manner sufficient to reveal any inferior or subordinate liens which are evidenced by a deed of trust and with said report and deed of trust provided to Association's attorney.
 - d. LENDER LETTER: (IF REQUIRED) to be sent via certified mail return receipt requested to any holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust to the address shown in the deed records providing lender notice and opportunity to cure the delinquency before the 61st date after receipt of notice.
 - e. COLLECTION LAWSUIT: pursuing a personal money judgment and/or seeking a court order in an application for expedited foreclosure.
 - f. POST JUDGMENT REMEDIES: After obtaining a judgment, post-judgment remedies will be considered on a case-by-case basis to be determined in the sole discretion of the Board.
10. BANKRUPTCIES. Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Association's interests may be protected.
11. WAIVER/MODIFICATION OF POLICY. The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause. Nothing contained herein, not otherwise required by the Restrictions, Bylaws, Articles of Incorporation or Law, shall require the Association to take any of the specific actions contained herein. The Board of Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

CERTIFICATION

"I, the undersigned do hereby certify that I am the duly elected and acting President of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. and the following policies/guidelines regarding Collection Rules and Installment Plan Guidelines were adopted at a regular meeting of the Board of Directors, said meeting being properly called and a quorum being present on the 27th day of October, 2011."

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 2th day of October, 2011.

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: , President

Printed Name: DENNIS SHOOK

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Dennis Shook, the President of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. known by me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the an day of Oct., 2011.



Sharon Griffith

NOTARY PUBLIC IN AND FOR
THE STATE OF 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 herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

DEC 16 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

~~After recording, return to:
SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, TX 77095~~

AGREEMENT FOR MUTUAL USE OF POOL RECREATIONAL FACILITY

5
rgmt
11

20090021495
01/16/2009 RP3 \$24.00

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT made by and between, the WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., and WINDSONG PLACE COMMUNITY ASSOCIATION, INC., both Texas non-profit corporations (the "Parties"), as of the date set forth below,

WITNESSETH

WHEREAS, WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., is the owner of that certain Pool Recreational Facility situated upon the following described real property in Harris County, Texas:

Unrestricted Reserve "B", Windsong, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 295, Page 1, Harris County Maps Records, and

WHEREAS, it would be beneficial for the members of WINDSONG PLACE COMMUNITY ASSOCIATION, INC., being owners and residents of Windsong Place subdivision and Harris County Municipal Utility District No. 183 (the "District"), in Harris County, to use the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits to the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. AND WINDSONG PLACE COMMUNITY ASSOCIATION, INC. hereby agree as follows:

1. The members of WINDSONG PLACE COMMUNITY ASSOCIATION, INC. may hereafter use the above described facility, subject to reasonable rules and regulations as may from time to time be promulgated by WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.; provided however, all rules and regulations shall be uniformly applied without differentiation between the members of the two associations who are entitled to use of the Pool Recreational Facility and, provided further, that the rights of a person who has violated the Rules and Regulations to use the Pool Recreational Facility shall not be suspended for in excess of sixty (60) days.
2. The WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. shall charge a reasonable annual fee to WINDSONG PLACE COMMUNITY ASSOCIATION, INC. members to use said Pool Recreational Facility, provided that said fee shall be on a fair and equitable basis when compared to WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. members. The initial fee shall be the sum of Fifty Dollars (\$50.00) per household paid individually by the member. From time to time, said annual fee shall be evaluated by WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., whenever the annual expenditures for the Pool Recreational Facility increases or decreases.

3. The WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC. shall mail pool registration information at least sixty (60) days in advance of pool opening each year to all members of WINDSONG PLACE COMMUNITY ASSOCIATION, INC., addressed to the Member's address last appearing on the books of the Association.
4. The parties hereto agree to execute such other and further documents as may be necessary or appropriate to carry out the intent and purpose hereof.
5. The obligations of both parties hereunder shall be enforceable by specific performance and inure to the benefit of and be binding upon the various members of the undersigned, their heirs, successors, and assigns.

EXECUTED this the 17 day of December, 2008.

WINDSONG COMMUNITY
IMPROVEMENT ASSOCIATION, INC. (2) 100

BY: Steven Kasischke
Steven Kasischke, President (2) 100

WINDSONG PLACE
COMMUNITY ASSOCIATION, INC. 100

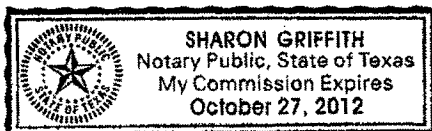
BY: Jiles Massey
Jiles Massey, President 100

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Kasischke, President of Windsong Community Improvement Association, Inc., known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Association.

SWORN AND SUBSCRIBED TO BEFORE ME, on this the 17 day of Dec, 2008
TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE.



Sharon Griffith
Notary Public, State of Texas

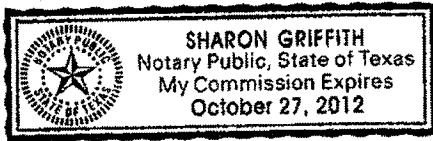
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jiles ^{Masse}Masses, President of Windsong Place Community Association, Inc., known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Association.

SWORN AND SUBSCRIBED TO BEFORE ME, on this the 17 day of Dec., 2008 TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE.

Sharon Griffith

Notary Public, State of Texas



FILED FOR RECORD
8:00 AM

JAN 16 2009

Bonny B. Kayman
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

JAN 16 2009



Bonny B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

After recording, please return to:
Windsong Community Improvement Association, Inc.
7170 Cherry Park Drive
Houston, TX 77095

**WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
POOL RECREATIONAL FACILITY RULES**

1. No running or rough play.
2. No glass containers or alcoholic beverages allowed in the pool area.
3. NO DIVING.
4. Only small floating items, upon lifeguard's discretion, will be allowed in the pool.
5. Swimmers using the water slide shall be barefooted. No aqua socks or similar equipment will be allowed.
6. Only one (1) person allowed per tube on the water slide at a time.
7. No pets are permitted on pool premises.
8. No cut-offs or T-shirts allowed in the pool.
9. Lifeguards are not responsible for the supervision of the wading pool.
10. There will be a ten (10) minute Adult swim period at the end of each hour.
11. There shall be no children over the age of two (2) years permitted in the pool during Adult swim.
12. The use of cocoa butter, baby oil, and other heavy suntan oils causes cosmetic damage to the pool and is difficult to clean up. It is advised that these lotions not be permitted in the pool. Swimmers must shower before entering the pool.
13. Association Members who have guests must sign them in and be responsible for them at all times. Two (2) guests per member and four (4) guests per family are allowed.
14. All children twelve (12) years of age and under must be accompanied by an adult at least 18 years of age. **STRICTLY ENFORCED.**
15. No swimming after designated swimming hours, unless approved by the pool committee.
16. No one will be admitted without proper Windsong Pool I.D.
17. No loud music around the pool area.
18. Children in diapers or training pants should have plastic or rubber pants over them to keep gel and fecal matter out of the water. **NO DISPOSABLE DIAPERS.**
19. No profanities or obscenities will be allowed.
20. The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infractions of these rules and regulations.
21. Lifeguards are employed to insure the safety of the swimmers and have the ultimate authority to enforce these rules and regulations.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument

The Board of Directors of Windsong Community Improvement Association, Inc. reserves the right to make changes and/or additions to these rules without notice.

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

MAR - 9 2010



Beverly B. Layman

COUNTY CLERK
HARRIS COUNTY, TEXAS

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
Resolution Setting Forth Director Qualifications

We, the undersigned, being the majority of the Board of Directors of the Windsong Community Improvement Association, Inc. (the "Association"), a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act ("the Act"), empowered by the By-Laws and Declarations of Covenants, Conditions, and Restrictions of said Association, did, at a regular Board of Directors Meeting held on Thursday, February 24, 2005, vote for, adopt, approve and consent to the following resolutions and actions contemplated thereby. All such resolutions and actions shall become effective February 24, 2005.

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association by exercising all powers, duties and authority not reserved to the membership, pursuant to Article VII of the By-Laws; and

WHEREAS, the Board desires to create a professional image for the Board of Directors, exemplify strong adherence to the deed restrictions for all homeowners, and perform their duties in an effective manner;

NOW, THEREFORE, BE IT RESOLVED THAT:

At each annual meeting of the Association where an election is held for the Board of Directors, qualifications to run for the Board shall be announced by the Nominating Committee prior to opening nominations. Qualifications shall include a commitment to professional growth and exemplary conduct as follows:

- 1) Assessment fees being paid in full and a commitment to pay all future assessments by the due date or prior to the penalty date of February 1.
- 2) Adherence to the deed restrictions applicable to all properties owned within the Association. Be clear of all DR violations or on an approved plan for future resolution.
- 3) Commitment to regular attendance of monthly scheduled Board meetings. No more than three successive or five total absences without valid cause.
- 4) Prepare for Board meetings in advance to insure a productive and efficient meeting.
- 5) Be knowledgeable of the governing documents of the Association and its additional Resolutions and Guidelines, and follow them in routine operations.
- 6) Operate as a body and take no independent action. Shall not resolve issues with any homeowner, or project having the authority to do so, without a majority vote of Directors.
- 7) Hold the sensitive business of the Association confidential and not discuss it outside meetings.
- 8) Abide by the majority vote of the Board without future disruption of Board meetings or arousing public dissention.
- 9) Be mindful of the feeling of homeowners and the laws governing their rights, and to conduct discussions accordingly.
- 10) Be a community leader, an administrator who sets policy, problem-solves and delegates day-to-day tasks to paid professionals and interested volunteers.
- 11) Hold efficient, timely and positive meetings. Conduct all meetings in a professional manner, avoiding confrontations and prolonged disagreements by exercising parliamentary procedure to move the meeting forward. If order or professionalism is lost, adjourn the meeting.
- 12) Plan, organize and conduct a professional Annual Meeting. Discuss relevant topics of interest to all. Discuss nothing about any individual assessment account or deed restriction violation.

Any of the above violations shall be considered a refusal to serve, and the Board of Directors shall assume his/her resignation and appoint a new Director.

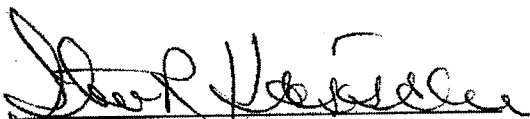
Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

If a Director resigns, the President shall appoint a replacement within 90 days from among the Association members. The appointment will be confirmed by majority vote of the remaining Directors. The new Director will serve until the next election. If the President resigns, the 1st Vice President shall serve as President until the next election.

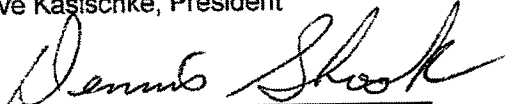
Qualifications should also be published in an Association newsletter, or through some communication method, prior to the Annual Meeting; but the inability to publish qualifications in advance shall not nullify the qualifications.

IN WITNESS OF the adoption of this resolution, it is executed to be effective immediately. It shall remain in full force and effect upon all Board of Directors perpetually, unless amended or rescinded by the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

Dated this the 24th day of February, 2005.



Steve Kasischke, President



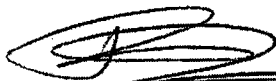
Dennis Shook, 1st Vice President



Carol Flores, 2nd Vice President



Wes LaRue, Secretary



Robin Fernandez, Treasurer

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
OPEN BOARD MEETING RULES POLICY**

I, Dennis Shook, the President of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas Non-Profit Corporation, do hereby certify that a regular meeting of the Board of Directors was held on this the 28th day of June, 2012 with a majority of directors being present and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, the Board of Directors in empowered to govern the affairs of the Association by exercising all powers, duties and authority not reserved to the membership, pursuant to Article VIII of the By-Laws; and

WHEREAS, pursuant to the Chapter 209.0051 of the Texas Property Code, WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., may adopt and comply with a rules policy regarding open participation of members in meetings and the Board of Directors desires to establish rules and regulations relating to Open Board Meetings; and


NOW, THEREFORE, BE IT RESOLVED that the Board of Directors, as well as all attendees, of this meeting will be expected to abide by the following rules:

1. The purpose of the meeting is to discuss Association issues.
2. Cell phones are to be turned off or set to vibrate.
3. Abide by one person / conversation at a time. The meeting will be suspended until control is regained.
4. Threatening remarks and/or action will be cause for immediate adjournment.
5. Matters exceeding the allotted time will be tabled and addressed in post adjournment or the next Board Meeting.
6. No video or audio recording of the meeting is permitted.

IN WITNESS OF the adoption of this resolution, it is executed to be effective immediately. It shall remain in full force and effect upon all homeowners, residents, and guests perpetually, unless amended or rescinded by the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

SIGNED this the 28th day of June, 2012.

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: , President
Dennis Shook

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
Board Member Code of Ethics

I, the President of the Board of Directors of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., (the "Association"), a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act ("the Act"), empowered by the By-Laws and Declarations of Covenants, Conditions, and Restrictions of said Association, do hereby certify that a regular Board of Directors Meeting was held on Thursday, January 30, 2014, with a majority of Directors being present and remaining throughout and being duly authorized to transact business, the following Resolution was duly made and approved.

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association by exercising all powers, duties and authority not reserved to the membership, pursuant to Article III, Section 3.10 of the By-Laws; and

WHEREAS, the Board desires to create a professional image for the Board of Directors, exemplify strong adherence to a Board Member Code of Ethics in the performance of their duties in an effective manner;

NOW, THEREFORE, BE IT RESOLVED THAT:

Each current Board Member agrees to review, sign, and abide by this Board Member Code of Ethics on the effective date of the adoption of this Resolution; thereafter, each new Board Member whether elected by the membership or appointed by the Board to Directors shall do the same; and each Board Member shall also do the same in January of each year. The Board Member Code of Ethics is as follows:

Board Members should:

1. Strive at all times to serve the best interests of WCIA as a whole regardless of their personal interests.
2. Use sound judgment to make the best possible business decisions for WCIA, taking into consideration all available information, circumstances and resources.
3. Be knowledgeable of the governing documents of the WCIA and its additional Resolutions and Guidelines, and follow them in routine operations.
4. Provide opportunities for residents to comment on decisions facing the WCIA.
5. Perform duties without bias for or against any individual or groups of owners on non-owner residents.
6. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the WCIA.
7. Always speak with one voice, supporting all duly-adopted board decisions even if the Board Member was in the minority regarding actions that may not have obtained unanimous consent.
8. Commit to paying the Annual Assessments by the due date or prior to the penalty date of February 1.
9. Adhere to the deed restrictions applicable to all properties owned within the WCIA. Be clear of all DR violations or on an approved plan for future resolution.
10. Commit to regular attendance of monthly scheduled Board meetings. No more than three successive or five total absences without valid cause.
11. Prepare for Board meetings in advance to insure a productive and efficient meeting.
12. Operate as a body and take no independent action.
13. Hold the sensitive business of the WCIA confidential and not discuss it outside meetings.
14. Abide by the majority vote of the Board without future disruption of Board meetings or arousing public dissention.
15. Be mindful of the feeling of homeowners and the laws governing their rights, and to conduct discussions accordingly.
16. Be a community leader, an administrator who sets policy, problem-solves and delegates day-to-day tasks to paid professionals and interested volunteers.
17. Hold efficient, timely and positive meetings. Conduct all meetings in a professional manner, avoiding confrontations and prolonged disagreements by exercising parliamentary procedure to move the meeting forward. If order or professionalism is lost, adjourn the meeting.
18. Plan, organize and conduct a professional Annual Meeting. Discuss relevant topics of interest to all. Discuss nothing about any individual assessment account or deed restriction violation.

Board Members should not:

1. Reveal confidential information provided by contractors or share information with those bidding for WCIA contracts unless specifically authorized by the board.
2. Make unauthorized promises to a contractor or bidder.
3. Advocate or support any action or activity that violates a law or regulatory requirement.
4. Use their positions or decision-making authority for their own personal use or benefits.
5. Accept any gifts – directly or indirectly – from owners, resident, contractors or suppliers.
6. Misrepresent known facts in any issue involving WCIA business.
7. Divulge personal information about any WCIA owner, resident or contractor that was obtained in the performance of board duties.
8. Make personal attacks on colleagues, staff or residents.
9. Harass, threaten or attempt through any means to control or instill fear in any Board Member, owner, resident, or contractor.
10. Reveal to any owner, resident or other third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
11. Resolve issues with any homeowner, or project having the authority to do so, without a majority vote of Directors.

IN WITNESS OF the adoption of this resolution, it is executed to be effective immediately. It shall remain in full force and effect upon all Board of Directors perpetually, unless amended or rescinded by a majority of the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

By majority vote of the Board of Directors, this resolution is effective 30 Jan 2014.



Chad Vowell, President

I, a Board of Director of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., have reviewed and agree to abide by this Board Member Code of Ethics.



Chad Vowell

30 Jan 2014
Date

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
Board Member Code of Ethics

I, the President of the Board of Directors of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., (the "Association"), a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act ("the Act"), empowered by the By-Laws and Declarations of Covenants, Conditions, and Restrictions of said Association, do hereby certify that a regular Board of Directors Meeting was held on Thursday, January 30, 2014 with a majority of Directors being present and remaining throughout and being duly authorized to transact business, the following Resolution was duly made and approved.

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association by exercising all powers, duties and authority not reserved to the membership, pursuant to Article III, Section 3.10 of the By-Laws; and

WHEREAS, the Board desires to create a professional image for the Board of Directors, exemplify strong adherence to a Board Member Code of Ethics in the performance of their duties in an effective manner;

NOW, THEREFORE, BE IT RESOLVED THAT:

Each current Board Member agrees to review, sign, and abide by this Board Member Code of Ethics on the effective date of the adoption of this Resolution; thereafter, each new Board Member whether elected by the membership or appointed by the Board to Directors shall do the same; and each Board Member shall also do the same in January of each year. The Board Member Code of Ethics is as follows:

Board Members should:

1. Strive at all times to serve the best interests of WCIA as a whole regardless of their personal interests.
2. Use sound judgment to make the best possible business decisions for WCIA, taking into consideration all available information, circumstances and resources.
3. Be knowledgeable of the governing documents of the WCIA and its additional Resolutions and Guidelines, and follow them in routine operations.
4. Provide opportunities for residents to comment on decisions facing the WCIA.
5. Perform duties without bias for or against any individual or groups of owners on non-owner residents.
6. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the WCIA.
7. Always speak with one voice, supporting all duly-adopted board decisions even if the Board Member was in the minority regarding actions that may not have obtained unanimous consent.
8. Commit to paying the Annual Assessments by the due date or prior to the penalty date of February 1.
9. Adhere to the deed restrictions applicable to all properties owned within the WCIA. Be clear of all DR violations or on an approved plan for future resolution.
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2. Make unauthorized promises to a contractor or bidder.
3. Advocate or support any action or activity that violates a law or regulatory requirement.
4. Use their positions or decision-making authority for their own personal use or benefits.
5. Accept any gifts – directly or indirectly – from owners, resident, contractors or suppliers.
6. Misrepresent known facts in any issue involving WCIA business.
7. Divulge personal information about any WCIA owner, resident or contractor that was obtained in the performance of board duties.
8. Make personal attacks on colleagues, staff or residents.
9. Harass, threaten or attempt through any means to control or instill fear in any Board Member, owner, resident, or contractor.
10. Reveal to any owner, resident or other third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
11. Resolve issues with any homeowner, or project having the authority to do so, without a majority vote of Directors.

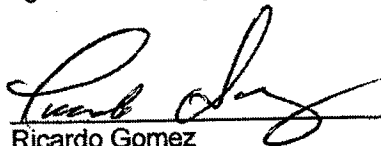
IN WITNESS OF the adoption of this resolution, it is executed to be effective immediately. It shall remain in full force and effect upon all Board of Directors perpetually, unless amended or rescinded by a majority of the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

By majority vote of the Board of Directors, this resolution is effective January 30, 2014.



Chad Vowell, President

I, a Board of Director of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., have reviewed and agree to abide by this Board Member Code of Ethics.



Ricardo Gomez

1/30/14
Date

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
Board Member Code of Ethics

I, the President of the Board of Directors of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., (the "Association"), a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act ("the Act"), empowered by the By-Laws and Declarations of Covenants, Conditions, and Restrictions of said Association, do hereby certify that a regular Board of Directors Meeting was held on Thursday, April 24, 2014, with a majority of Directors being present and remaining throughout and being duly authorized to transact business, the following Resolution was duly made and approved.

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association by exercising all powers, duties and authority not reserved to the membership, pursuant to Article III, Section 3.10 of the By-Laws; and

WHEREAS, the Board desires to create a professional image for the Board of Directors, exemplify strong adherence to a Board Member Code of Ethics in the performance of their duties in an effective manner;

NOW, THEREFORE, BE IT RESOLVED THAT:

Each current Board Member agrees to review, sign, and abide by this Board Member Code of Ethics on the effective date of the adoption of this Resolution; thereafter, each new Board Member whether elected by the membership or appointed by the Board to Directors shall do the same; and each Board Member shall also do the same in January of each year. The Board Member Code of Ethics is as follows:

Board Members should:

1. Strive at all times to serve the best interests of WCIA as a whole regardless of their personal interests.
2. Use sound judgment to make the best possible business decisions for WCIA, taking into consideration all available information, circumstances and resources.
3. Be knowledgeable of the governing documents of the WCIA and its additional Resolutions and Guidelines, and follow them in routine operations.
4. Provide opportunities for residents to comment on decisions facing the WCIA.
5. Perform duties without bias for or against any individual or groups of owners on non-owner residents.
6. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the WCIA.
7. Always speak with one voice, supporting all duly-adopted board decisions even if the Board Member was in the minority regarding actions that may not have obtained unanimous consent.
8. Commit to paying the Annual Assessments by the due date or prior to the penalty date of February 1.
9. Adhere to the deed restrictions applicable to all properties owned within the WCIA. Be clear of all DR violations or on an approved plan for future resolution.
10. Commit to regular attendance of monthly scheduled Board meetings. No more than three successive or five total absences without valid cause.
11. Prepare for Board meetings in advance to insure a productive and efficient meeting.
12. Operate as a body and take no independent action.
13. Hold the sensitive business of the WCIA confidential and not discuss it outside meetings.
14. Abide by the majority vote of the Board without future disruption of Board meetings or arousing public dissension.
15. Be mindful of the feeling of homeowners and the laws governing their rights, and to conduct discussions accordingly.
16. Be a community leader, an administrator who sets policy, problem-solves and delegates day-to-day tasks to paid professionals and interested volunteers.
17. Hold efficient, timely and positive meetings. Conduct all meetings in a professional manner, avoiding confrontations and prolonged disagreements by exercising parliamentary procedure to move the meeting forward. If order or professionalism is lost, adjourn the meeting.
18. Plan, organize and conduct a professional Annual Meeting. Discuss relevant topics of interest to all. Discuss nothing about any individual assessment account or deed restriction violation.

Board Members should not:

1. Reveal confidential information provided by contractors or share information with those bidding for WCIA contracts unless specifically authorized by the board.
2. Make unauthorized promises to a contractor or bidder.
3. Advocate or support any action or activity that violates a law or regulatory requirement.
4. Use their positions or decision-making authority for their own personal use or benefits.
5. Accept any gifts – directly or indirectly – from owners, resident, contractors or suppliers.
6. Misrepresent known facts in any issue involving WCIA business.
7. Divulge personal information about any WCIA owner, resident or contractor that was obtained in the performance of board duties.
8. Make personal attacks on colleagues, staff or residents.
9. Harass, threaten or attempt through any means to control or instill fear in any Board Member, owner, resident, or contractor.
10. Reveal to any owner, resident or other third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
11. Resolve issues with any homeowner, or project having the authority to do so, without a majority vote of Directors.

IN WITNESS OF the adoption of this resolution, it is executed to be effective immediately. It shall remain in full force and effect upon all Board of Directors perpetually, unless amended or rescinded by a majority of the Board, of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

By majority vote of the Board of Directors, this resolution is effective April 29, 2014
January KM

Kelli Mosby
 Kelli Mosby, Director

I, a Board of Director of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., have reviewed and agree to abide by this Board Member Code of Ethics.

Chad Vowell
 Chad Vowell

4/24/14
 Date

WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC.
Board Member Code of Ethics

I, the President of the Board of Directors of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., (the "Association"), a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act ("the Act"), empowered by the By-Laws and Declarations of Covenants, Conditions, and Restrictions of said Association, do hereby certify that a regular Board of Directors Meeting was held on Thursday, January 30, 2014 with a majority of Directors being present and remaining throughout and being duly authorized to transact business, the following Resolution was duly made and approved.

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association by exercising all powers, duties and authority not reserved to the membership, pursuant to Article III, Section 3.10 of the By-Laws; and

WHEREAS, the Board desires to create a professional image for the Board of Directors, exemplify strong adherence to a Board Member Code of Ethics in the performance of their duties in an effective manner;

NOW, THEREFORE, BE IT RESOLVED THAT:

Each current Board Member agrees to review, sign, and abide by this Board Member Code of Ethics on the effective date of the adoption of this Resolution; thereafter, each new Board Member whether elected by the membership or appointed by the Board to Directors shall do the same; and each Board Member shall also do the same in January of each year. The Board Member Code of Ethics is as follows:

Board Members should:

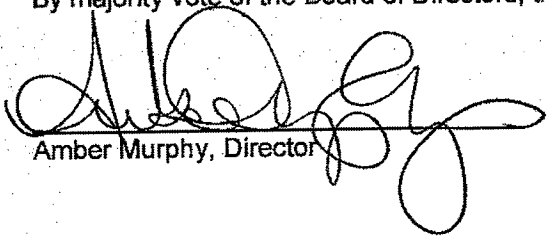
1. Strive at all times to serve the best interests of WCIA as a whole regardless of their personal interests.
2. Use sound judgment to make the best possible business decisions for WCIA, taking into consideration all available information, circumstances and resources.
3. Be knowledgeable of the governing documents of the WCIA and its additional Resolutions and Guidelines, and follow them in routine operations.
4. Provide opportunities for residents to comment on decisions facing the WCIA.
5. Perform duties without bias for or against any individual or groups of owners on non-owner residents.
6. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the WCIA.
7. Always speak with one voice, supporting all duly-adopted board decisions even if the Board Member was in the minority regarding actions that may not have obtained unanimous consent.
8. Commit to paying the Annual Assessments by the due date or prior to the penalty date of February 1.
9. Adhere to the deed restrictions applicable to all properties owned within the WCIA. Be clear of all DR violations or on an approved plan for future resolution.
10. Commit to regular attendance of monthly scheduled Board meetings. No more than three successive or five total absences without valid cause.
11. Prepare for Board meetings in advance to insure a productive and efficient meeting.
12. Operate as a body and take no independent action.
13. Hold the sensitive business of the WCIA confidential and not discuss it outside meetings.
14. Abide by the majority vote of the Board without future disruption of Board meetings or arousing public dissention.
15. Be mindful of the feeling of homeowners and the laws governing their rights, and to conduct discussions accordingly.
16. Be a community leader, an administrator who sets policy, problem-solves and delegates day-to-day tasks to paid professionals and interested volunteers.
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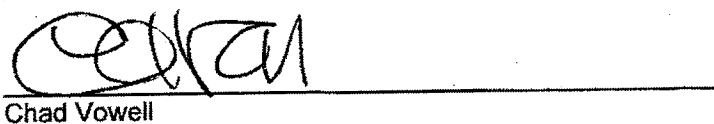
1. Reveal confidential information provided by contractors or share information with those bidding for WCIA contracts unless specifically authorized by the board.
2. Make unauthorized promises to a contractor or bidder.
3. Advocate or support any action or activity that violates a law or regulatory requirement.
4. Use their positions or decision-making authority for their own personal use or benefits.
5. Accept any gifts – directly or indirectly – from owners, resident, contractors or suppliers.
6. Misrepresent known facts in any issue involving WCIA business.
7. Divulge personal information about any WCIA owner, resident or contractor that was obtained in the performance of board duties.
8. Make personal attacks on colleagues, staff or residents.
9. Harass, threaten or attempt through any means to control or instill fear in any Board Member, owner, resident, or contractor.
10. Reveal to any owner, resident or other third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
11. Resolve issues with any homeowner, or project having the authority to do so, without a majority vote of Directors.

IN WITNESS OF the adoption of this resolution, it is executed to be effective immediately. It shall remain in full force and effect upon all Board of Directors perpetually, unless amended or rescinded by a majority of the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

By majority vote of the Board of Directors, this resolution is effective January 30, 2014


Amber Murphy, Director

I, a Board of Director of WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION, INC., have reviewed and agree to abide by this Board Member Code of Ethics.


Chad Vowell

4/24/14
Date