

# WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION

## SOCIAL MEDIA POLICY

WHEREAS, the properties encumbered by this Social Media Policy ("Policy") are the properties under the jurisdiction of the Windsong Community Improvement Association ("Association"). The Board of Directors of the Association hereby adopts this Policy to establish rules and procedures for use of the Association's social media outlets. This Policy replaces any previously recorded or implemented policy, if any, that addresses rules or procedures for the use of the Association's social media outlets.

### Social Media Policy

#### 1. Definitions

- 1.1. **Board of Directors or Board.** The Board of Directors of the Windsong Community Improvement Association.
- 1.2. **Content.** "Content" means content, written communication, material, suggestions, feedback, images, photographs, pictures, or other graphical information.
- 1.3. **Declaration.** "Declaration" as used herein shall collectively mean the Declaration of Krisland Corp. and the Declaration of Covenants, Conditions and Restrictions Windsong, Section Four (4) filed in the Official Public Records of Real Property of Harris County, Texas at Clerk's File Nos. G537859 and N453588, as each document has been amended, if any.
- 1.4. **Good Standing.** "Good Standing" shall mean an Owner who: (a) is current in the payment of assessments and other charges due and owing to the Association that are authorized by the Declaration or other dedicatory instrument of the Association and/or state law; and (b) is not the subject of an Association enforcement action for a violation of the Declaration or any other dedicatory instrument applicable to the Association.
- 1.5. **Owner.** "Owner" shall mean the record property owner(s) of a property under the jurisdiction of the Association. A "record property owner" does not include those having an interest in the property merely as security for the performance of an obligation.

#### 2. Association's Social Media Outlets/websites or Newsletters

- 2.1. **Authority.** The Association may employ social media on behalf of the Association.
- 2.2. **Purpose.** Any website, form of social media, newsletter or other publication created on behalf of the Association will be for informational and communication purposes only.

- 2.3. **Unauthorized Social Media.** An Owner shall not create a website, form of social media, newsletter or other publication that appears to be authorized by the Association or the Board, unless:
- a. The Board has provided the Owner written authorization to create or form such a website, social media, newsletter, and/or other publication; or
  - b. The Owner prominently states on the website, social media, newsletter and/or other publication that it is “not official” and “not approved by the Association.”
- 2.4. In no event shall any Owner, resident, or other person or entity use the name “Windsong Community Improvement Association”, or any variation thereof, as the name of, or as part of the name of, any social media outlet without the express written permission of the Board.

### 3. Social Media Committee

- 3.1 The Board may, but is not required to, appoint a Social Media Committee (“Committee”) to assist with the Association’s use and monitoring of social media and/or the implementation and enforcement of this Policy. A member of the Board shall be the chairman of the Committee. A member of the Committee shall attend Board meetings as directed by the Board to discuss the status of the Association’s social media and coordinate with the Board as to postings and information to be broadcast/posted via Association social media.
- 3.2 The Committee, the Association’s property manager/property management company, and the Board shall be the only parties authorized to post official Association information to Association social media and/or create new pages, feeds, groups, etc. The Committee and the Association’s property manager shall not make any postings to Association social media and will not create new pages, feeds, groups, etc. without the express authorization of the Board.
- 3.3 The size of the Committee will be determined by the Board. The Board will have the sole authority to appoint members to the Committee. The Board may remove any member of the Committee at any time with or without cause.

### 4. Authorized Users

- 4.1 **Owners.** Only Owners (or other residents as approved by the Board) are permitted to post on the Association’s social media outlets/websites if such postings are allowed by the Board. By posting Content, the user represents and warrants that he or she is a current Owner of the Association in Good Standing. All Owners must request permission from the Association in writing or other form required by the Board to join a website or form of social media by providing information regarding the property owned within the Association. The Board may restrict access to Association social media through the use of logins and passwords. The Board may revoke an Owner’s access [including an Owner’s tenant(s)’ access] to Association social media if it is determined by the Board that the Owner: (a) is not in Good Standing; and/or (b) if

applicable, has shared or disseminated the Owner's login and/or password to a non-owner or to an Owner who is not in Good Standing.

4.2 **Removing Content.** The Board, in its sole and absolute discretion, may remove or cause to be removed Content posted by an Owner (if applicable) who is not in Good Standing.

4.3 **Revoking Access.** If the Board deems in its sole and absolute discretion that a user of its social media outlets/websites is not an Owner, or is an Owner that is not in Good Standing, the Board may revoke the user's access to the Association's social media outlets/websites.

## 5. Permitted Uses

5.1 **Permitted Content.** All Content on the Association's social media outlets/websites, will be respectful, positive, and in good taste as determined in the discretion of the Board. If Owners are allowed to post to Association operated or controlled social media, an Owner is prohibited from publishing any Content that:

- i. In the sole and absolute discretion of the Board, the Owner does not have the right to publish; or
- ii. Is for the purpose of advertising a commercial business or proposition. The Board will have the sole and absolute discretion to determine if Content is for the purpose of advertising a commercial business or proposition; or
- iii. Is, in the sole and absolute discretion of the Board, in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise); or
- iv. Is, in the sole an absolute discretion of the Board, inappropriate, profane, obscene, indecent, vulgar, discriminatory, hateful, or abusive; or
- v. Is, in the sole an absolute discretion of the Board, defamatory, illegal, infringing, or otherwise tortuous; or
- vi. Attempts to identify or identifies potential infractions of the law and/or governing documents of the Association; or
- vii. May, in the sole an absolute discretion of the Board, be perceived as violating another person's right to privacy, including but not limited to Owner addresses and/or license plate numbers; or
- viii. Is, in the sole and absolute discretion of the Board, information that may compromise the safety or security of Association property, a member of the Board, or an Owner; or

- ix. Is, in the sole and absolute discretion of the Board, information that may affect or compromise any legal action that involved the Association; or
- x. Attempts to address or addresses Association business.

## 6. Moderation by the Association

- 6.1 **Moderating Activity.** The Association, acting through the Board or other person or entity designated by the Board may, but is not required to, monitor or moderate Content posted on the Association's social media outlets/websites.
  - 6.2 **Deleting Content.** Upon a report or other notice to the Association that any Content violates the Association's governing documents, including this Policy, the Board, in its sole and absolute discretion, may delete or cause to be deleted the Content without notice to the user who posted it.
  - 6.3 **Revoking Access.** If the Board, in its sole and absolute discretion, determines that an Owner has violated the Association's governing documents, including this Policy, the Association may revoke the Owner's access to the Association's social media outlets/websites.
7. **Board Member Use of Social Media.** Board members shall not post Content regarding any Association business and/or information to any social media platform, whether Association controlled or not, unless such posting has been authorized by at least a majority vote of the Board. Board members should realize and understand that Owners will likely view the posting of Content by a Board, even when such posting is not related to Association business, as the opinion of or the official position of the Board.
8. **No Representations.** The Association makes no representations about the accuracy or veracity of Content published on its social media outlets/websites by Owners or third parties. The Association does not guarantee that any information on its social media outlets/websites published by Owners or third parties is current, exhaustive, complete, or suitable for any purpose.
9. **Emergencies.** All Association safety and/or emergency issues should immediately be reported to local authorities at 911. The Association shall not monitor Association social media for emergency situations and/or reports.
10. **Compliance and/or Service Requests.** Violations of the Declaration and/or any governing documents of the Association shall not be reported through the Association's social media website. Service requests shall not be submitted through the Association's social media website. Submissions to the Association's Architectural Control Committee ("ACC") shall not be made through the Association's social media outlets/websites. Any and all submissions to the Association's ACC made through the Association's social media outlets/websites are hereby automatically denied without any further action needed by the Association and/or the Association's ACC.

11. **Subpoena.** All Content from a website or any form of social media may be subject to a subpoena and discoverable in litigation or in preparation for litigation.
12. **Disclaimer.** If allowed, neither the Association nor the Board controls or endorses the content, messages, or information submitted or posted by Owners or third parties. As such, the Association and the Board disclaim any liability in connection with the use of its social media outlets/websites or from Owners' participation in such use. The Association and the Board specifically disclaim any liability for offensive, inappropriate, obscene, unlawful, or otherwise objectionable content or information an Owner may encounter on the Association's social media outlets/websites. The Association and the Board disclaim any liability in connection with the proliferation of users' Content.
13. **Limitation of Liability.** The Association neither assumes nor authorizes any other person to assume for it any other liability in connection with the use of its social media outlets/websites. In no event will the Association be liable to any Owner or third party for: (a) any lost profits or revenue, incidental or consequential damages (including, indirect, special, punitive, or exemplary damages) arising out of the use or inability to use the Association's social media outlets/websites; or (b) any claim by any other party, even if the Association has been advised of or had (or should have had) any knowledge (whether actual or constructive) of the possibility of such damages. The Association is not liable for the effects of any service outages, breach of servers (server or client side), or the resulting effects of such occurrences. The Association's liability under this Policy to any particular Owner in any particular year will not exceed an amount equal to: [the amount of any assessments paid to the Association by the Owner in that year] x [(the amount the Association remitted to the relevant social media website in that year) / (the Association's total expenses that year)].

This limitation will not limit any liability for gross negligence or damages that may not be limited by law.

[The remainder of this page left blank.]

**CERTIFICATE OF SECRETARY**

I, \_\_\_\_\_, Secretary of Windsong Community Improvement Association (the "Association"), do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, with at least a quorum of the members of the Board being present and being duly authorized to transact business, the foregoing Social Media Policy was duly adopted and approved by majority vote of the members of the Board.

**WINDSONG COMMUNITY IMPROVEMENT ASSOCIATION**

By: \_\_\_\_\_  
As Secretary of the Association

Printed: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, as 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 purpose and in the capacity therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas