



SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

The undersigned, being the authorized representative of Waterview Estates Owners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instrument for Waterview Estates Owners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Waterview Estates Owners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Waterview Estates Owners Association, Inc." and "Supplemental Notice of Dedicatory Instrument for Waterview Estates Owners Association, Inc." recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File Nos. 2007125136, 2009075017, 2020066553 and 2020076224 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- **Social Media Policy for Waterview Estates Owners Association, Inc.**
- **Texas Property Code Chapter 209 Hearing Policy for Waterview Estates Owners Association, Inc.**
- **Bid Solicitation Policy for Waterview Estates Owners Association, Inc.**
- **Governing Documents Enforcement and Fine Policy for Waterview Estates Owners Association, Inc.**
- **Political Sign Policy for Waterview Estates Owners Association, Inc.**
- **Display of Religious Items Policy for Waterview Estates Owners Association, Inc.**
- **Standby Electric Generator Policy for Waterview Estates Owners Association, Inc.**
- **Security Measures Policy for Waterview Estates Owners Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this 14th day of February, 2025.

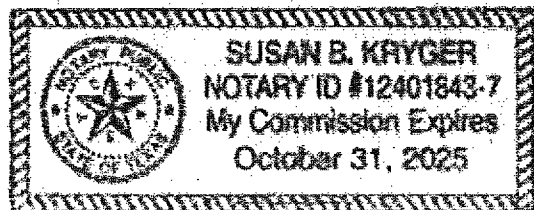
WATERVIEW ESTATES OWNERS
ASSOCIATION, INC.

By: Sipra S. Boyd
Sipra S. Boyd, authorized representative

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 14th day of February, 2025 personally appeared Sipra S. Boyd, authorized representative of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas



SOCIAL MEDIA POLICY
for
WATERVIEW ESTATES OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
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 COUNTY OF FORT BEND §

WHEREAS, the property encumbered by this Social Media Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Waterview Estates, Section One (1), recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2004051859, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Waterview Estates Owners Association, Inc. ("Association") authority.

NOW THEREFORE, in accordance with the dedicatory instruments governing the Association, the Board of Directors ("Board") of the Association hereby adopts this Policy to establish rules and procedures for the Owners' use of the Association's social media outlets. This Policy runs with the land and is binding on all Owners within the Association. This Policy replaces any previously recorded or implemented policy that addresses rules or procedures for the Owners' use of the Association's social media outlets.

Social Media Policy

1. Definitions

- 1.1. **Content.** "Content" means content, written communication, material, suggestions, feedback, images, photographs, pictures, or other graphical information.
- 1.2. **Declaration's Definitions.** Any capitalized terms used in this Policy have the meanings set forth in the Declaration, unless otherwise specified in this Policy.
- 1.3. **Good Standing.** "Good Standing" means 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.
- 1.4. **Social Media.** "Social Media" represents various discussion and information-sharing tools that allow users to create and share content. These may include

but are not limited to, social networks, blogs, video-sharing sites, podcasts, wikis, message boards and online forums. Examples of social media platforms include but are not limited to: Google and Yahoo groups (reference, social networking); Wikipedia (reference); Facebook (social networking); YouTube (social networking, video sharing); Twitter (social networking, microblogging); LinkedIn (business networking); Instagram (social networking, photo sharing); and Snapchat (social networking).

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 shall be for informational and communication purposes only and shall not constitute an official form of communication from the Association.
- 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 an official communication of the Association."
- 2.4. In no event shall any Owner, resident or other person use the names "Waterview Estates", "Waterview Estates Community" or "Waterview Estates Owners Association, Inc." as the name of, or as part of the name of, any social media outlet without the express written permission of the Board.

3. Authorized Users

- 3.1. **Owners.** Only Owners (or other residents as approved by the Board) are permitted to post on the Association's social media outlets/websites. 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 to join a website or form of social media by providing information regarding the property owned within the Association.

- 3.2. **Removing Content.** The Board or its authorized agent, in its sole discretion, may remove or cause to be removed Content posted by an Owner who is not in Good Standing.
- 3.3. **Revoking Access.** If the Association deems in its sole discretion that a user of any of its social media outlets/websites is not an Owner, or is an Owner that is not in Good Standing, the Association may revoke the user's access to the Association's social media outlets/websites.

4. Permitted Uses

- 4.1. **Permitted Content.** All Content on the Association's social media outlets/websites shall be respectful, positive, and in good taste. An Owner shall not publish any Content that:
 - a. The Owner does not have the right to publish;
 - b. Is for the purpose of advertising a commercial business or proposition. The Board shall have the sole and absolute discretion to determine if Content is for the purpose of advertising a commercial business or proposition;
 - c. 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);
 - d. Is, in the sole and absolute discretion of the Board, inappropriate, profane, obscene, indecent, discriminatory, hateful, or abusive;
 - e. Is, in the sole and absolute discretion of the Board, defamatory, illegal, infringing, or otherwise tortuous;
 - f. Attempts to identify or identifies potential infractions of the law and/or governing documents of the Association;
 - g. May, in the sole and 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;
 - h. Attempts to address or addresses Association business.
- 4.2. **Other Users' Legal Rights.** An Owner shall not use the Association's social media outlets/websites to abuse, harass, stalk, or threaten another person, or to otherwise violate the legal rights (such as rights of privacy and publicity) of another person.

5. Moderation by the Association

- 5.1. **Moderating Activity.** The Association may, but is not required to monitor or moderate Content posted on the Association's social media outlets/websites.
 - 5.2. **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 or its authorized agent, in its sole and absolute discretion, may delete or cause to be deleted the Content without notice to the user who posted it.
 - 5.3. **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.
 - 5.4. **Admin(s).** Admin(s) shall be appointed and removed at the sole discretion of the Board. Rules regarding use of the Association's social media website(s) shall be set by the Admin(s). Owners agree to abide by and adhere to the rules set forth by the Admin(s).
6. **Violations.** Violators may be contacted and may be disciplined in compliance with the following procedures. If content is removed, the resident will be notified no later than the end of the next business day by an Association staff member.
- i. First offense – Warning, remove post, direct user to policy.
 - ii. Second offense – Warning, remove post, remind user of disciplinary states.
 - iii. Third offense – Remove post, ban or remove user from page/group for 30 days.
 - iv. Once a user is blocked from the site and wants to return, that person is invited to the Association office for a face-to-face discussion with the community manager about policies before reinstating privileges. Notwithstanding the preceding, a user may be blocked or removed immediately for especially egregious violations.
7. **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.
8. **Emergencies.** All Association safety and/or emergency issues should immediately be reported to local authorities at 911.

9. **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 may not be made through the Association's social media outlets/websites. Any and all submissions to the Architectural Control Committee made through the Association's social media outlets/websites are hereby automatically denied without any further action needed by the Association and/or the Architectural Control Committee.
10. **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.
11. **Disclaimer.** The Association does not control or endorse the content, messages, or information submitted or posted by Owners or third parties. As such, the Association disclaims any liability in connection with the use of its social media outlets/websites or from Owners' participation in such use. The Association specifically disclaims 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 disclaims any liability in connection with the proliferation of users' Content.
12. **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.

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CERTIFICATE OF SECRETARY

I, FAHAD KHAN, Secretary of Waterview Estates Owners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the 28th day of January, 2025, 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.

TO CERTIFY WHICH WITNESS my hand on this 12th day of February, 2025.

WATERVIEW ESTATES OWNERS
ASSOCIATION, INC.

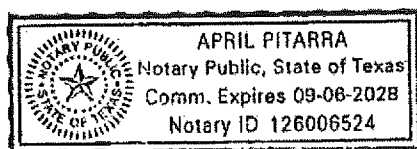
By: [Signature]

Printed: FAHAD KHAN

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF DA BORD §

BEFORE ME, the undersigned notary public, on this 12th day of January, 2025, personally appeared FAHAD KHAN, Secretary of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

TEXAS PROPERTY CODE CHAPTER 209 HEARING POLICY
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
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 COUNTY OF FORT BEND §

I, FARHAD KHAN, Secretary of Waterview Estates Owners Association, Inc. ("Association"), certify that at a meeting of the Board of Directors ("Board") of the Association duly noticed, and held on the 26th day of January, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Texas Property Code Chapter 209 Hearing Policy was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this Texas Property Code Chapter 209 Hearing Policy ("Policy") is all residential property under the jurisdiction of the Waterview Estates Owners Association, Inc. ("Association") per the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 209.002(4)] and any other property which may subsequently be annexed thereto and made subject to the authority of the Association.
2. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.
3. The Board of Directors ("Board") of the Association desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.
4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Dedicatory Instruments, the following parameters will govern the Board Hearing:

I.
Definitions

- A. "ACC" means the Association's "architectural review authority" (i.e., the "Architectural Control Committee") as contemplated by Section 209.00505 of the Code.
- B. "ACC Notice" means the notice of ACC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board" means the Association's Board of Directors.
- D. "Board Hearing" means any hearing before the Board of Directors pursuant to this Policy.
- E. "Code" means the Texas Property Code.
- F. "Common Area" means any property owned or controlled by the Association for the use and benefit of the Owners.
- G. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- H. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- I. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy. Notwithstanding any language to the contrary in this Policy, a Hearing Packet is not required for a hearing before the Board held as a result of an appeal hearing from an ACC denial.
- J. "Owner" means the record owner(s) of any residential lot under the jurisdiction of the Association.

II.
Rules Applicable to All 209 Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the

Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing (to be determined at the Board's sole and absolute discretion) by considering factors including, but not limited to, the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Area that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the community. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.

- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III.

Additional Rules Applicable to Hearings in Connection with Denial of an ACC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ACC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ACC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ACC Notice must:
- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the Association's Dedicatory Instruments.

IV.

Additional Rules Applicable to Other Hearings

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
 - b. suspension of an Owner's right to use the Common Area;
 - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
 - d. charging an Owner for property damage; or
 - e. reporting of any delinquency of an Owner to a credit reporting service.

- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Texas Property Code Chapter 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

WATerview ESTATES OWNERS ASSOCIATION, INC.

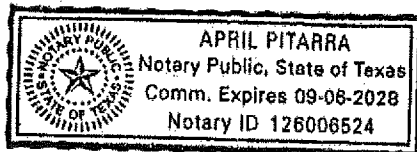
By: _____

Printed: FANAD KHAN

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 15th day of FEBRUARY, 2025, personally appeared FARAH KHAN, as Secretary of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



April Pitarra
Notary Public in and for the State of Texas

BID SOLICITATION POLICY
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
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 COUNTY OF FORT BEND §

I, FARHAN KHAM, Secretary of Waterview Estates Owners Association, Inc., do hereby certify that at a meeting of the Board of Directors of the Association ("Board") duly called and held on the 28th day of January, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by at least a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Bid Solicitation Policy ("Policy") is the property under the jurisdiction of the Waterview Estates Owners Association, Inc. ("Association") per the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 209.002(4)] and any other property which may subsequently be annexed thereto and made subject to the authority of the Association.
2. Texas Property Code Section 209.0052(c) was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
3. The Board of Directors ("Board") of the Association desires to adopt this Policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).
4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the Association.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "Solicitation").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. **Selection and Notification.** The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor.

The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community. Notwithstanding any language to the contrary in this Policy, the Association is not required to solicit bids for contracts that renew automatically or that renew on a month-to-month basis per the express terms of the contract.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

f. The Association may enter into an enforceable contract with a current Association Board member, a person related to a current Association Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Texas Government Code, a company in which a current Association Board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Association Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits only if the following conditions are satisfied:

- (1) the Board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
- (2) the Board member:
 - (A) is not given access to the other bids;
 - (B) does not participate in any Board discussion regarding the contract; and
 - (C) does not vote on the award of the contract;
- (3) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest governed by Texas Property Code Section 209.0052; and
- (4) the Association Board certifies that the other requirements of Texas Property Code Section 209.0052 have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest governed by Texas Property Code Section 209.0052.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association

and that the foregoing Bid Solicitation Policy was approved by a at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

WATerview ESTATES OWNERS ASSOCIATION, INC.

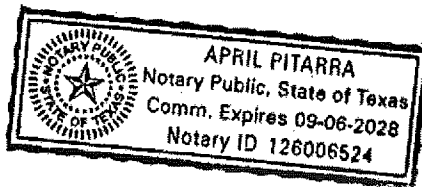
By: *Sehem*

Printed: FARHAD KHAN

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 13th day of FEBRUARY, 2025, personally appeared FARHAD KHAN, as Secretary of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



April Pitarra
Notary Public in and for the State of Texas

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, FRANK KUNN, Secretary of Waterview Estates Owners Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28th day of January, 2024, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this Policy is that property initially restricted by the "Declaration of Covenants, Condition and Restrictions, Waterview Estates, Section One (1)," recorded in Clerk's File No. 2004051859 of the Official Public Records of Fort Bend, Texas, as same has been or may be amended and/or supplemented from time to time (the "Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Article IX, Section 9.1, of the Declaration authorizes the Association to enforce all covenants, conditions and restrictions set forth in the Declaration.
3. Article XI, Section 6.3, of the Declaration authorizes the Association to levy fines against an Owner for violations of the Governing Documents, subject to compliance with notice requirements imposed by law.
4. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
5. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Governing Documents of the Association consistent with Section 209.006 of the Texas Property Code.
6. This Policy supersedes and replaces any previously recorded fine and enforcement policy (or similarly named document), if any, adopted by the Association including, but not limited to, the fine and enforcement policy filed at Clerk's File No. 2009075017 in the Official Public Records of Real Property of Fort Bend County, Texas.

Governing Documents Enforcement and Fine Policy for Waterview Estates Owners Association, Inc. Page 1 of 8

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Declaration** – The Declaration of Covenants, Conditions and Restrictions for Waterview Estates, Section One (1) recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2004051859, as amended and supplemented.
- 1.2. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** – By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** – Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice.

3.6 **Hearing Packet** – The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to

the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

3.7 Conducting the Hearing – During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

3.8 Hearing Not Requested – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.9 Remedies – The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. Content of the Demand Letter – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;

- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice.

4.3. **Hearing Packet** – The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

4.4. **Conducting the Hearing** – During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

4.5. **Remedies** – Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing this Policy in the applicable county records and in accordance with Section 209.0061 of the Texas Property Code, or its successor statute, impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. Fines may be assessed for any violation of the Governing Documents, including but not limited to architectural violations, violations for using a lot in a prohibited manner, failure to take required action, and failure to maintain a lot or the structures thereon.

Pursuant to Section 209.0061 of the Texas Property Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

Curable Violations

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Pre-Fine Notice (if sent)		No Charge
1 st Notice (Chapter 209 - Demand Letter)	30 days	\$10.00 per day until corrected; \$100.00 per violation for single occurrence or separate occurrences; \$10.00 per day until corrected for violations of Architectural Control

Uncurable Violations and Violations Posing a Threat to Public Health or Safety

Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	\$100.00 per violation or up to the sole discretion of the Board based on severity of the violation

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Texas Property Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Governing Documents, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board shall not be construed as a waiver of the fine schedule or the Governing Documents. Any fine levied by the Association is the personal obligation of the Owner.

I hereby certify that I am the duly elected and acting Secretary of the Waterview Estates Owners Association, Inc. and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this 13th day of FEBRUARY, 2024.

**WATERVIEW ESTATES OWNERS
ASSOCIATION, INC.**

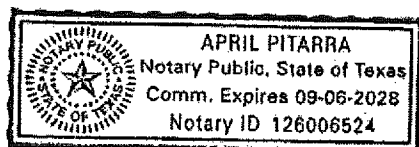
By: [Signature]

Printed: FARHAD KHAN

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 13th day of FEBRUARY, 2024 personally appeared FARHAD KHAN, Secretary of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

Governing Documents Enforcement and Fine Policy for Waterview Estates Owners Association, Inc. Page 8 of 8

POLITICAL SIGN POLICY
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, Fahad Khan, Secretary of Waterview Estates Owners Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association duly called and held on the 28th day of January, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Political Sign Policy ("Policy") was duly approved by at least a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Waterview Estates, Section One (1), recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2004051859, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article III, Section 3.13 of the Declaration, states in relevant party, as follows:

... Owner shall also have the right to maintain on their Lot not more than two (2) signs not to exceed five (5) square feet each advertising a political candidate in any local, state, or federal election. These political advertisement signs may be maintained for three (3) weeks prior to the election and must be removed within two (2) days after the election ...

3. Section 259.002 of the Texas Election Code requires property owners' associations to allow owners to display certain political signs on their property and authorizes the Association to regulate such signs and the display thereof as allowed by the statute.

4. The Board of Directors of the Association desires to adopt a political sign policy consistent with the provisions of Section 259.002 of the Texas Election Code.

5. The sign prohibition in Article III of the Declaration is more restrictive than is permitted by Section 259.002(b)(1) of the Texas Election Code.

6. This Political Sign Policy replaces and supersedes any previous political sign policy, if any, adopted by the Association.

7. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

**WATerview ESTATES OWNERS ASSOCIATION, INC.
POLITICAL SIGN POLICY**

1. Texas Election Code Section 259.001(e) defines "political advertising sign" as a written form of political advertising designed to be seen from a road but does not include a bumper sticker.
2. "Political Sign" or "Political Signs" as used in this Political Sign Policy ("Policy") shall mean a political advertising sign as defined in the Texas Election Code.
3. An Owner may place a ground mounted Political Sign on their Lot that advertises a candidate or measure for an election provided the Political Sign complies with the terms and provisions of this Policy.
4. No Political Sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot after the tenth (10th) day after the election date.
5. No more than one (1) Political Sign is allowed on a Lot per candidate or measure for an election.
6. Political Signs may be displayed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, Common Area, or any property owned or maintained by the Association.
7. No Political Sign may:
 - (a) contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
 - (b) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
 - (c) include the painting of architectural surfaces;
 - (d) threaten the public health or safety;

- (e) be larger than four feet by six feet (4'x6');
- (f) violate a law;
- (g) contain language, graphics, or any display that would be offensive to the ordinary person; or
- (h) be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

Any Political Sign installed on a Lot that is not in compliance with this Policy will be considered a violation of the Association's governing documents. The Association may remove a Political Sign displayed in violation of this Policy [See Texas Election Code Section 209.0052(e)].

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

WATERVIEW ESTATES OWNERS ASSOCIATION, INC.

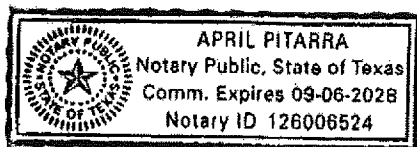
By: [Signature]

Printed: FARAD KHAN

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 13th day of FEBRUARY 2025, personally appeared FARAD KHAN, as Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

DISPLAY OF RELIGIOUS ITEMS POLICY
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, FARHAD KHAN Secretary of Waterview Estates Owners Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28th day of January, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Display of Religious Items Policy is the property under the jurisdiction of the Waterview Estates Owners Association, Inc. ("Association") per the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 209.002(4)] and any other property which may subsequently be annexed thereto and made subject to the authority of the Association.
2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.
3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.
4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, specifically Section 6 of the "Guidelines to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Waterview Estates Owners Association, Inc." recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2011129959.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

ACC Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an Architectural Control Committee ("ACC") application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require ACC approval. All other religious displays shall require ACC approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require ACC approval.
- b. Except as otherwise provided in Section 3.15 of the Declaration, seasonal holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than thirty (30) days before and fifteen (15) days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an Owner or resident desire to permanently display a religious display, an ACC application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the community.

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

TO CERTIFY which witness my hand this the 13th day of FEBRUARY 2025.

WATerview ESTATES OWNERS ASSOCIATION, INC.

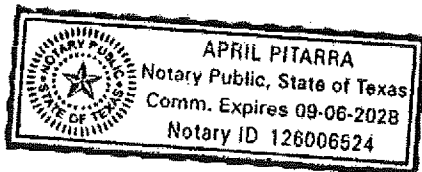
By: [Signature]

Printed: FARHAD KHAN

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 13th day of FEBRUARY, 2025 personally appeared FARHAD KHAN, Secretary of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

STANDBY ELECTRIC GENERATOR POLICY
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, FARHAD KHAN, Secretary of Waterview Estates Owners Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors (the "Board") of the Association duly called and held on the 28 day of January 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Standby Electric Generator Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Section 202.019 of the Texas Property Code was enacted effective June 19, 2015, to address the installation and operation of standby electric generators.
2. The Board of Directors of the Association desires to adopt a policy relating to the installation and operation of standby electric generators on Lots in the Properties consistent with Section 202.019 of the Texas Property Code.
3. This Standby Electric Generator Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

WITNESSETH:

The following sets forth the policy of the Association regarding the installation and operation of standby electric generators.

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

- 1.01. **Architectural Control Committee** or ACC – The Architectural Control Committee of the Association as established by the Declaration.
- 1.02. **Association** – shall mean and refer to Waterview Estates Owners Association, Inc.
- 1.03. **Declaration** – The restrictive covenant documents referred to in the Association's current Management Certificate filed of record in the Official Public Records of Real Property of Fort Bend County, Texas for each subdivision under the jurisdiction of the Association, as same has been or

may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

- 1.04. **Lot** – shall mean and refer to any of the numbered lots shown on a Plat, if any, duly recorded in the Plat Records of Fort Bend County, Texas.
- 1.05. **Standby Electric Generator** – A device that converts mechanical energy to electrical energy and is:
 - a. powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
 - b. fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
 - c. connected to the main electrical panel of the dwelling by a manual or automatic transfer switch; and
 - d. rated for generating capacity of not less than seven (7) kilowatts.
- 1.06. **Properties** – shall mean all real property located within the subdivision according to the Plat(s), and all amendments to or replats of said maps or plats, if any.

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

Section 2. ACC Approval, Requirements, and Screening.

- 2.01 **ACC Approval.** The Declaration requires an Owner to submit an application for a proposed exterior improvement on the Owner's Lot and obtain the written approval of the application from the ACC prior to installation or construction. Accordingly, a Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to and approved in writing by the ACC as to compliance with the provisions of this policy. The submission of plans must include a completed application for ACC review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as provided in Section 2.03., below), and a copy of the manufacturer's brochures. The ACC may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in Section 2.02., below, and, if visible as provided in Section 2.03., below, the Standby Electric Generator is screened in the manner required by the ACC.

2.02 Requirements. The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the ACC and compliance with the following requirements:

- a. a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;
- b. all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;
- c. all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
- d. all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
- e. all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
- f. a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- g. a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;
- h. a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed;
- i. periodic testing of a Standby Electric Generator shall be in accordance with the manufacturer's recommendations, and shall occur not more than once a month, between the hours of 10:00 a.m. and 4:00 p.m.; and
- j. the preferred location of a Standby Electric Generator is:
 - (i) at the side or rear plane of the dwelling;
 - (ii) outside (not within) any easement applicable to the Lot;
 - (iii) outside (not within) the side setback lines applicable to the Lot.

However, in the event the preferred location either (i) increases the cost of installing the Standby Electric Generator by more than ten

percent (10%) or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator shall be located on the Lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) herein.

2.03 Screening. If a Standby Electric Generator is:

- a. visible from the street in front of the dwelling on the Lot on which it is located,
- b. located in an unfenced side or rear yard of the Lot and is visible either from an adjoining Lot or from adjoining property owned by the Association, or
- c. located in a side or rear yard of the Lot that is fenced by a wrought iron fence or residential aluminum fence and is visible through the fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner will be required to screen the Standby Electric Generator by evergreen landscaping or in another reasonable manner, as determined by the ACC.

Section 3. Prohibitions.

3.01. Non-Payment for Utility Service. A Standby Electric Generator shall not be used to generate all or substantially all of the electrical power to a dwelling, except when utility-generated electrical power to the dwelling is not available or is intermittent due to causes other than non-payment for utility service to the dwelling.

3.02. Property Owned by the Association. No Owner may install or place a Standby Electric Generator on property owned or maintained by the Association.

Section 4. Non-Compliance. The installation of a Standby Electric Generator that is not in compliance with the provisions of this Standby Electric Generator Policy will be considered a violation of the dedicatory instruments governing the Properties.

Section 5. Property Owned or Maintained by the Association. This Standby Electric Generator Policy does not apply to property that is owned or maintained by the Association.

I hereby certify that this Standby Electric Generator Policy was approved by the Board of Directors of the Association on the date set forth above and now appears in the books and records of the Association. This Standby Electric Generator Policy is effective as of the date of recording in the Official Public Records of Real Property of Fort Bend County, Texas.

WATerview ESTATES OWNERS ASSOCIATION, INC.

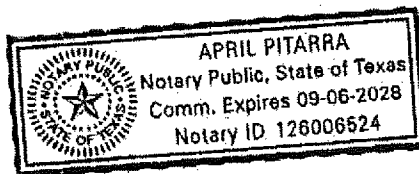
By: [Signature]

Printed: FARAD KHAN

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 13th day of FEBRUARY, 2025, personally appeared FARAD KHAN, Secretary of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

SECURITY MEASURES POLICY
for
WATerview ESTATES OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, FARHAN KHAN, Secretary of Waterview Estates Owners Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association, duly called and held on the 28th day of January, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The Board of Directors ("Board") of the Waterview Estates Owners Association, Inc. ("Association") has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy ("Policy") for the residential properties under the jurisdiction of the Association.
2. The property encumbered by this Security Measures Policy is that property restricted by the Amended Declaration of Covenants, Conditions and Restrictions for Waterview Estates, Section One (1) ("Declaration") recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2004051859, as same has been or may be amended and/or supplemented from time to time, and any other property which has been or may be annexed thereto and made subject to the authority of the Association.
3. Article IV, Section 4.4 of the Declaration grants the Board the authority to promulgate and enforce reasonable rules and By-Laws.
4. Texas Property Code Section 204.010(a)(6) provides that a property owners' association, acting through its Board may regulate "the use, maintenance, repair, replacement, modification and appearance of the subdivision."
5. Any reference made herein to approval by the Architectural Control Committee ("ACC") means prior written approval by the Association's ACC.
6. All other capitalized terms in this Policy, if any, shall have the same meanings as that ascribed to them in the Declaration.

7. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

SECURITY MEASURES POLICY

1. **ACC Application Required.** Before any security measure contemplated by Section 202.023 of the Texas Property Code ("Code") is constructed or otherwise erected or installed on a Lot, an application must be submitted to the Association and approved in writing by the ACC. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Owner Responsibilities.** Owners are encouraged to be aware and should be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.
- d. Applicable governmental rules, regulations, and ordinances.

Notwithstanding any other language in this Policy, the Association and/or the ACC is not obligated to and will not review an Owner's security measure application for the issues described in Sections 2(a-d) above. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Security Measure Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing must be located on the perimeter of a Lot (i.e., the perimeter property lines of the Lot), however, unless otherwise allowed by law, it is prohibited for security measure fencing to: (i) be installed across sidewalks; and/or; (ii) to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the terms and provisions of the Declaration and all other applicable Association governing documents.
- b. The following types of security measure fencing are approvable:

- (i) All security measure fencing (including gates) forward of the dwelling or any other structure on a Lot shall be metal fencing (either steel, wrought iron, or aluminum) measuring no more than six feet (6') in height. The ACC shall have the discretion to approve any other type of metal security measure fencing, however, the following types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing (including gates); (3) solid metal fencing (including gates); and (4) metal fencing (including gates) with wood or any other opaque material of any size attached to it in any manner. It is the intent of this Policy that all security measure fencing and gates located forward of the dwelling or any other structure on a Lot have the appearance of what is commonly called "wrought iron fencing."
- (ii) All security measure fencing on a Lot in a location other than forward of the dwelling or any other structure on a Lot shall be wood fencing or such other material(s) as required by or authorized by the Declaration or other applicable governing documents and approved at the discretion of the ACC (subject to an appeal to the Board of Directors in the event of a ACC denial).
- (iii) The fence and the gate of all metal security measure fencing located forward of the dwelling or any other structure on a Lot must be made of the same materials.
- (iv) Security measure fencing located forward of the dwelling or any other structure on a Lot shall consist of straight horizontal metal rails and straight vertical metal pickets and/or posts. All security measure fencing framing shall be on the inside (i.e., the residence side) of the security measure fencing.
- (v) Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments) of any type are prohibited on security measure fencing (including gates). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type. Stamped metal security measure fencing (including gates) is prohibited. Metal panel fencing is prohibited.
- (vi) The color of all security measure fencing (including gates) located forward of the dwelling or any other structure on a Lot shall be black.
- (vii) Metal Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails unless otherwise approved by the

ACC (subject to an appeal to the Board of Directors in the event of an ACC denial).

- (viii) Any driveway or pedestrian gates on security measure fencing located forward of the dwelling or any other structure on a Lot must slide open or open inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the ACC.
- (ix) When metal security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post (either steel, wrought iron, or aluminum) adjacent to the wood post/wood fencing or in such other manner approved at the discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial).
- (x) Chain link, brick, concrete, barbed wire, razor wire, vinyl, brick, poured fences, electrified fencing of any type, and masonry security measure fencing in any location on a Lot is expressly prohibited and will not be approved by the ACC. Notwithstanding any language to the contrary in this Policy, masonry perimeter fencing may, unless otherwise provided by the Declaration, be approved if located on a Lot in a location other than forward of the dwelling or any other structure on a Lot at the discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial). Security measure fencing made of dirt mounds and/or berms is prohibited.
- (xi) No vines or vegetation shall be allowed to grow on security measure fencing forward of the dwelling or any other structure on a Lot.
- (xii) All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician or other qualified professional in accordance with all applicable codes and applicable governmental regulations.
- (xiii) Placement of security measure fencing and/or security measures of any type must comply with city, county, and/or state ordinances and regulations, if any.
- (xiv) All security measure fencing must be maintained in a neat and attractive appearance as required by this Policy and/or the Declaration. This includes, but is not limited to: (1) repair or replacement of fence pickets and posts when necessary (including rusted, bent, or damaged metal fencing); (2) painting all metal

security measure fencing when necessary; and (3), repair, replacement, or removal of security measure fencing that has been damaged by wind, flood, fire, accident, or any other cause.

- c. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) (collectively the "Affected Lots"), all Owners of record of the Affected Lots must sign the application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the application to the ACC. In the event that the Affected Lot Owner(s) refuse to sign the application as required by this section, the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, and Front Door Entryway Enclosures.** The color of all burglar bars, security screens, and front door entryway enclosure shall be black. Notwithstanding the foregoing, the ACC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No security measure fencing shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

6. If any term or provision of this Policy is found to violate any law, then this Policy will be interpreted to be as restrictive as possible to preserve as much of the intent of this Policy as allowed by law.

7. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights, should, to the extent possible, not be installed in a manner that the security measure is aimed/directed at an adjacent property that results in an invasion of privacy or cause a nuisance to a neighboring Owner or resident. In the event of a dispute between Owners and/or residents regarding security measure fencing, or a dispute between Owners and/or residents regarding the aim or direction of a security camera or security light: (a) the Association shall have no obligation to participate in the resolution of the dispute; and (b) the dispute shall be resolved solely by and between the affected Owners and/or residents.

Each Owner and occupant of a Lot under the jurisdiction of the Association acknowledges and understands that the Association, including its directors, officers, managers, agents,

employees and the ACC, are not insurers and that each Owner and occupant of any dwelling and/or Lot that has a security measure contemplated by Texas Property Code Section 202.023 that has been or will be installed pursuant to this Policy assumes all risks for loss or damage to persons, to dwellings and improvements and to the contents of dwellings and improvements, and further acknowledges that the Association, including its directors, officers, managers, agents, employees and the ACC have made no representations or warranties nor has any Owner or occupant relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security measure that may be approved by the Association and/or ACC pursuant to this Policy.

OWNERS OF LOTS UNDER THE JURISDICTION OF THE ASSOCIATION HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND ACC MEMBERS COMPRISING THE ACC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the properties under the jurisdiction of the Association.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

WATerview ESTATES OWNERS ASSOCIATION, INC.

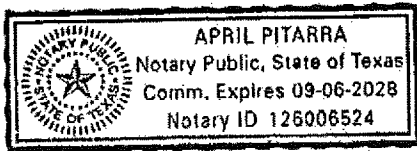
By: 

Printed: FAHAD KHAN

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Fort Bend §
 §

BEFORE ME, the undersigned notary public, on this 13th day of FEBRUARY, 2025, FARAD KHAN personally appeared as Secretary of Waterview Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas