

**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR  
WINDHAVEN CROSSING  
TOWNHOME OWNER'S ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF DENTON

This Notice of Filing of Dedicatory Instruments for Windhaven Crossing Townhome Owner's Association, Inc., ("Notice") is made by and on behalf of Windhaven Crossing Townhome Owner's Association, Inc. (the "Association").

**RECITALS:**

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing Townhome Owner's Association, Inc., filed or to be filed in the Real Property Records of Denton County, Texas (the "Declaration"), as Windhaven Crossing Townhome Owner's Association, Inc., such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

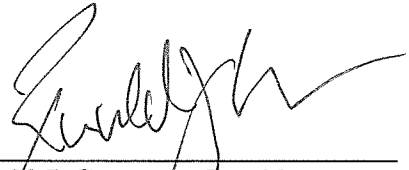
WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.

NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

1. Schedule A- Records Production and Copying Policy
2. Schedule B- Collection Policy
3. Schedule C- Alternative Payment Schedule Policy
4. Schedule D- Notice and Hearing; Schedule of Fines Policy
5. Schedule E- Email Registration Policy
6. Schedule F- Generator Policy

IN WITNESS WHEREOF, the undersigned agent of Windhaven Crossing Townhome Owner's Association, Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

[Signature follows on next page]

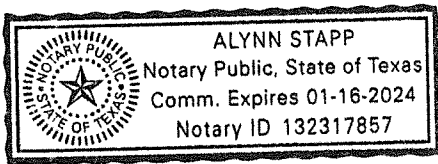
By:   
Ronald J. Corcoran, President,  
Essex Association Management L.P.,  
Its Managing Agent.

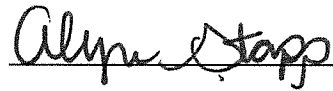
STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ronald J. Corcoran, President, Essex Association Management L.P., on behalf of Windhaven Crossing Townhome Owner's 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 purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 DAY OF November, 2022.



  
Notary Public in and for the State of Texas

**SCHEDULE A**

**RECORDS PRODUCTION AND COPYING POLICY**

## SCHEDULE A

### WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.

#### Records Production and Copying Policy

**WHEREAS**, the Board of Directors (the "Board") of Windhaven Crossing Townhome Owner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production and Copying Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines as a stand-alone policy for Windhaven Crossing in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. The Association shall make available the current version of the Associations' Documents filed in the county deed records available on an Internet website maintained by the Association or managing agent on behalf of the Association, and available to Members. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - i. format: electronic files, compact disk or paper copies
    - ii. delivery method: email, certified mail or pick-up

3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
  - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
  
4. The following Association Records are not available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

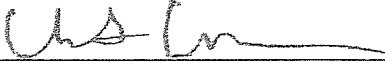
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
  
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
  
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
  
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently

declines to accept delivery will be liable for payment of all costs under this Policy.

9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

Windhaven Crossing Townhome Owner's  
Association, Inc., a Texas non-profit corporation

By:   
Victor Tannous, Secretary

Date: October 1, 2021.

**SCHEDULE B**

**COLLECTION POLICY**

## **SCHEDULE B**

### WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.

#### **COLLECTION POLICY**

**WHEREAS**, Windhaven Crossing Townhome Owner's Association, Inc. (the "Association") has authority pursuant to the Declaration of Covenants, Conditions & Restrictions (the "Declaration") to levy assessments against Owners of Lots within Windhaven Crossing, a planned community located in Denton County, Texas (the "Property"); and

**WHEREAS**, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

**WHEREAS**, the Board intends to file these guidelines as a stand-alone policy for Windhaven Crossing in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property and the same are to be known as the "Collection Policy" for the Association:

1. Generally. The steps and procedures contained in this Policy **serve as a general outline only** of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

Due Dates. Pursuant to the Declaration and unless a different payment schedule is adopted by the Board, the assessment shall be paid annually on the first day of January of each year. The due date and delinquency date for a Special Assessment or an Individual Assessment or other type of assessment levied as authorized per the Declaration shall be determined by the Board of Directors. Any installment of the annual Assessment which is not paid in full by January 30<sup>th</sup> of each year is delinquent (the "Delinquency Date") and shall be assessed late and collection fees and is subject to interest as provided in the Declaration.

2. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to referring the account to the Association's legal counsel for collection, the Association will send at least one



(1) written notice of the delinquency to the Owner via certified mail (the “Delinquency Notice”). The Delinquency Notice shall: (I) detail each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account referred to the Association’s legal counsel, including the availability of a payment plan, and (iii) provide the Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken. This notice is more commonly known as the “thirty-day (30) demand letter.”

3. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded a policy which governs payment plans and the Association will follow the policies and procedures contained therein.

4. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on unpaid assessments at the rate of fifteen percent (15%) per annum from the Delinquency Date or at the rate set forth in the Declaration should the amount differ than the amount set forth herein until paid and such amounts shall be charged to the Owner’s account. Such interest, as and when it accrues hereunder, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board’s right to collect any interest or any other charges in the future.

5. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in an amount up to \$25.00 shall be assessed against the Owner’s account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge or portion thereof; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board’s right to collect any or late charges or any other charges in the future.

6. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, collection fees shall be assessed against the Owner’s account each month and every month until the assessment is paid in full. Collection fees are charges by the managing agent for the servicing of accounts, collection of delinquent accounts and for other services rendered such as processing and handling of certified / return receipt mail, payment plan processing and monitoring, demand letters, etc., and may not be waived by the Board without the consent of the managing agent. Such collection fees, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

7. Handling Charges and Return Check Fees. In order to recoup for the Association, the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner. Charges may be owed to the Association and/or its Managing Agent. Handling

charges and administrative fees charged by the managing agent may be in addition to the collection fees the managing agent is entitled to under Section 6 above.

b. A charge of \$25.00 per item or the amount charged by the Bank if greater, will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check for any reason, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Owner, the Association's agent may refer the account to a "third-party" entity which may include, but is not limited to, the Association's Attorney, a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for services rendered by any such third-party agency, or administering the referral and handling of the account to a third-party agency are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to an Owner's account, are secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

- a. First, to any delinquent assessment;
- b. Second, to any current assessment;
- c. Next, to any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any attorney's fees incurred by the Association;
- e. Next, to any fines or self-help assessed by the Association; and
- f. Last, to any other amount owed to the Association.

If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine assessed by the Association may not be given priority over any other amount owed to the Association.

**10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner or a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both**

11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Delinquency Notice (as provided for in Section 2 above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein. Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Official Public Records of Denton County, a written notice of assessment lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

13. (i). Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Denton County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

(ii). Judicial Foreclosure. The Association, may file suit for judicial foreclosure (“Judicial Foreclosure”) of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association’s assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff’s sale. The Association shall have the power to bid on the Owner’s Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(iii) Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code.

(iv) Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

(v) Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

(vi) Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association’s governing documents or otherwise.

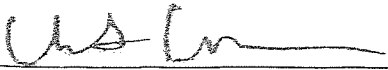
(vii) Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection fees, unless approved by the managing agent, legal fees or any other application charge.

14. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED**, this policy is executed to be effective as of the 1<sup>st</sup> day of October, 2021, and that this Policy supersedes in all respects any prior policy and resolution with respect to the collection of assessments filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Denton County Clerk, and shall remain in full force and effect until revoked, modified or amended.

**[Signature Page to Follow]**

Windhaven Crossing Townhome Owner's Association, Inc.,  
a Texas non-profit corporation

By:   
Victor Tannous, Secretary

Date: October 1, 2021.

**SCHEDULE C**

**ALTERNATE PAYMENT SCHEDULE POLICY**

## SCHEDULE C

### WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.

#### ALTERNATE PAYMENT SCHEDULE POLICY

**WHEREAS**, the Board of Directors (the "Board") of Windhaven Crossing Townhome Owner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an Alternate Payment Schedule Policy by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code. The provisions of this policy may be amended, from time to time, as the Board deems necessary and appropriate; and

**WHEREAS**, the Board intends to file these guidelines as a stand-alone policy for Windhaven Crossing in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines are established by the Board:

1. Upon the written request of a delinquent owner, the Association shall enter into an Alternate Payment Schedule with such owner, subject to the following guidelines:
  - a. An Alternate Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
  - b. An Alternate Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternate Payment Schedule during the two (2) years following the owner's default of such previous Alternate Payment Schedule; (2) to owners who have failed to request an Alternate Payment Schedule prior to the 30-day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternate Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternate Payment Schedule.
  - c. During the course of an Alternate Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternate Payment Schedule and does not default. However, the

Association may charge reasonable costs for administering the Alternate Payment Schedule (“Administrative Costs”) and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternate Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternate Payment Schedule.

- d. The total of all proposed payments in an Alternate Payment Schedule must equal the sum of the current delinquent balance prior to any reduction or waiver of any assessment or other delinquent amount owed, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternate Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternate Payment Schedule, and may be made by submitting online payments, payment by mail by check, cashier’s checks or money orders. Should a payment by check be returned or payment is not honored for any reason, the Association shall have the right to require all future payments be submitted by cashier’s check or money order only.
- f. The minimum term for an Alternate Payment Schedule is 3 months from the date of the owner’s request for an Alternate Payment Schedule. The Association is not required to allow an Alternate Payment Schedule for any amount that extends more than 18 months from the date of the owner’s request for an Alternate Payment Plan.
- g. Any owner may submit to the Board a request for an Alternate Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternate Payment Schedule. An owner who is not eligible for an Alternate Payment Schedule may still request an Alternate Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
  - 1. The following shall result in an immediate default of an Alternate Payment Schedule:
    - i. The owner’s failure to timely tender and deliver any payment when due under the Alternate Payment Schedule;
    - ii. The owner’s failure to tender any payment in the full amount and form (e.g., cashier’s check or money order) as specified in the Alternate Payment Schedule; or
    - iii. The owner’s failure to timely comply with any other requirement or obligation set forth in the Alternate Payment Plan.
    - iv. The owner’s failure to timely pay ongoing (future) assessments and other charges and fees of the Association when due.




2. Any owner who defaults under an Alternate Payment Schedule shall remain in default until his/her entire account balance is brought current.
  3. The Association is not required to provide notice of any default.
  4. Owners are not entitled to any opportunity to cure a default.
  5. While an owner is in default under an Alternate Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
  6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternate Payment Schedule are at the discretion of the Board of Directors.

**IT IS FURTHER RESOLVED**, this policy is executed to be effective as of the 1<sup>st</sup> day of October, 2021, and that this Policy supersedes in all respects any prior policy and resolution with respect to the Alternative Payment Schedule filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Denton County Clerk, and shall remain in full force and effect until revoked, modified or amended. This is to certify that the foregoing Alternate Payment Schedule Guidelines for Certain Assessments and other charges and fees owed was adopted by the Board of Directors of Windhaven Crossing Townhome Owner's Association, Inc., in accordance with Section 209.0062 of the Texas Property Code.

**[End of Alternate Payment Schedule]**

Windhaven Crossing Townhome Owner's Association, Inc.,  
a Texas non-profit corporation

By:   
Victor Tannous, Secretary

Date: October 1, 2021.

**SCHEDULE D**

**NOTICE AND HEARING; SCHEDULE OF FINES POLICY**

## SCHEDULE D

### WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.

#### NOTICE AND HEARING; SCHEDULE OF FINES POLICY

**WHEREAS**, the Board of Directors (the "Board") of Windhaven Crossing Townhome Owner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Notice and Hearing; Schedule of Fines Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines as a stand-alone policy for Windhaven Crossing in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for Notice and Hearing; Schedule of Fines Policy are established by the Board:

#### **NOTICE AND HEARING; SCHEDULE OF FINES**

##### Notice and Hearing.

(a) Prior to the imposition of any fine for a violation of the Declaration or the levying of any special individual assessment on an Owner, the Association will give at least one (1) notice of not less than five (5) days (unless violation is deemed an emergency, constitutes a safety or health hazard, or is a non-curable violation) each to the Owner in compliance with the Declaration and/or Section 209.006 of the Texas Property Code (the "**Property Code**"), as the same may be hereafter amended. Notices as described above are not required for situations deemed to be an emergency, constitutes a safety or health hazard or poses any kind of health or safety issue, or deemed a non-curable violation by the Board. Notice(s), as a general rule shall follow the schedule below notwithstanding, it is to be understood this is a guide and in no way prevents the Association or its Managing Agent from deviating from this schedule when it is deemed in the best interest of the Association or its Residents to do so:

First Notice shall be sent regular U.S. mail unless a non-curable violation is issued under instruction of the Board or at the discretion of the Managing Agent, at which time such notice shall be sent certified mail. Delivery of any First Notice may also be delivered by e-mail or by posting to the door of the Residence. Notwithstanding, any violation considered to be an emergency or considered to threaten, in any capacity, the health,

safety and welfare of Residents may be delivered by posting to the door of the Residence or by e-mail to the e-mail address on file with the Association.

(i) Second Notice of Violation may be sent using one of two choices; a Second Notice of Violation with additional time to abate the violation or a Fine Warning Notice. If a Fine Warning Notice is sent, the notice must be sent certified and regular U.S. mail. Second Notice of Violation, regardless of its nature must inform the Owner of his/her right to a Hearing as described below.

(ii) Notice of Fine Levied (**Notice of Fine**) shall be delivered by certified and regular U.S. mail.

(iii) The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(iv) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the fine and that the Owner may request a hearing as outlined in the Declaration and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the 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. Additional postponements may be granted by agreement of the parties. If the hearing is to be held before a committee appointed by the Board, the notice shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

(c) Provided that such Owner has not requested a hearing in accordance with the above and the violation has not been cured, then the Association shall continue to levy fines per the schedule below, notwithstanding, the schedule provided is a guide and does not constitute a hard and fast rule as the amount of fine a Board can levy for an Owner's non-compliance. Some violations, depending upon the severity or repetition, may warrant more stringent fine enforcement or may warrant a one-time fine in lieu of fining in increments. The amount and frequency in which a fine is levied is at the sole discretion of the Board. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code.

Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Declaration. The Board may elect to pursue such additional remedies at any time in accordance with applicable law.

**FINES:**


<b><u>Violation:</u></b>	<b><u>Fine Amount:</u></b>
Notice of Fine Levied – 1 <sup>st</sup> Fine Notice	<b>\$50.00 to \$100.00 depending upon the nature, severity, and reoccurrence of the violation</b>
Notice of Fine Levied – 2 <sup>nd</sup> Fine Notice	<b>\$105.00 to \$200.00 depending upon the nature, severity, and reoccurrence of the violation</b>
Notice of Fine Levied - 3 <sup>rd</sup> Fine Notice	<b>\$205.00 to 300.00 depending upon the nature, severity, and reoccurrence of the violation</b>
Notice of Fine Levied – 4 <sup>th</sup> Fine Notice & Beyond	<b>Fine will increase an additional \$50.00 every week until Owner cures the violation</b>

**Note: Once a fine has reached the maximum fine amount, if applicable, and the Owner has not cured the violation, the fine process will continue at the rate of \$50.00 per week until the violation is cured, fine shall not exceed \$1000.00. The Association shall send one (1) additional notice notifying the Owner fines will continue until the violation is cured and thereafter, the Association will not be required to notify the Owner further and may continue to fine until the violation is cured or the Association determines that self-help action is required or warranted.**

**IT IS FURTHER RESOLVED**, this policy is executed to be effective as of the 1<sup>st</sup> day of October, 2021, and that this Policy supersedes in all respects any prior policy and resolution with respect to the Notice and Hearing; Schedule of Fines filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Denton County Clerk, and shall remain in full force and effect until revoked, modified or amended.

**[ End of Notice and Hearing; Schedule of Fines Policy ]**

Windhaven Crossing Townhome Owner’s Association, Inc.,  
a Texas non-profit corporation

By:   
\_\_\_\_\_  
Victor Tannous, Secretary

Date: October 1, 2021.

**SCHEDULE E**

**E-MAIL REGISTRATION POLICY**

## SCHEDULE E

### WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.

#### E-Mail Registration Policy

**WHEREAS**, the Board of Directors (the "Board") of Windhaven Crossing Townhome Owner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Registration Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines as a stand-alone policy for Windhaven Crossing in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for E-mail Registration Policy are established by the Board:

**Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing Townhome Owner's Association, Inc. Recorded in the Official Public Records of Denton County, Texas, as the same may be amended from time to time by Resolution of the Board.**


1. *Purpose.* The purpose of this Email Registration. Policy is to facilitate proper notice of Board, Annual, Special, and other meetings of the Board and/or Members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.
2. *Email Registration.* Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.
3. *Failure to Register.* An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. Amendment. The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy without the need to amend the Bylaws, modify, amend, or supplement this Policy or any other rules regarding email registration.

**IT IS FURTHER RESOLVED**, this policy is executed to be effective as of the 1<sup>st</sup> day of October, 2021, and that this Policy supersedes in all respects any prior policy and resolution with respect to the E-Mail Registration Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Denton County Clerk, and shall remain in full force and effect until revoked, modified or amended.

[ End of E-Mail Registration Policy]

Windhaven Crossing Townhome Owner's Association, Inc.,  
a Texas non-profit corporation

By:   
\_\_\_\_\_  
Victor Tannous, Secretary

Date: October 1, 2021.



**SCHEDULE F**

**GENERATOR POLICY**

## SCHEDULE F

### WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.

#### GENERATOR POLICY

**WHEREAS**, the Board of Directors (the "Board") of Windhaven Crossing Townhome Owner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Generator Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines as a stand-alone policy for Windhaven Crossing in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for use of Generators are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing Townhome Owner's Association, Recorded or to be recorded in the Official Public Records of Denton County, Texas, as the same may be amended from time to time.

**A. ARCHITECTURAL REVIEW APPROVAL REQUIRED**

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

**B. GENERATOR PROCEDURES AND REQUIREMENTS**

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "**Generator Application**"). The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties up to \$1,000.00. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

**IT IS FURTHER RESOLVED**, this policy is executed to be effective as of the 1<sup>st</sup> day of October, 2021, and that this Policy supersedes in all respects any prior policy and resolution with respect to the Generator Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Denton County Clerk, and shall remain in full force and effect until revoked, modified or amended.

**[ End of Generator Policy ]**

Windhaven Crossing Townhome Owner's Association,  
Inc., a Texas non-profit corporation

By:  \_\_\_\_\_

Victor Tannous, Secretary

Date: October 1, 2022.