

**Denton County  
Juli Luke  
County Clerk**

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**Instrument Number: 76288**

ERecordings-RP

NOTICE

Recorded On: July 19, 2023 11:30 AM

Number of Pages: 17

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**" Examined and Charged as Follows: "**

Total Recording: \$90.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 76288  
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User: Lisa T  
Station: Station 9

**Record and Return To:**

Simplifile



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

**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:**

- **Enforcement and Fining Policy**
- **First Amendment to the Design Guidelines**

**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]**

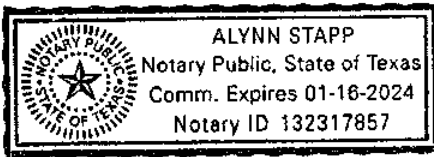
By: Connie Kindle  
Connie Kindle, Authorized Signor,  
Essex Association Management L.P.,  
on behalf of Windhaven Crossing  
Townhome Owner's Association, Inc.

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 Connie Kindle, Authorized Signor, 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 17 DAY OF July,  
2023.



Alynn Stapp  
Notary Public in and for the State of Texas

**COVENANT ENFORCEMENT AND FINING POLICY  
FOR  
WINDHAVEN CROSSING TOWNHOME OWNER'S  
ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

**WHEREAS**, the Board of Directors of Windhaven Crossing Townhome Owner's Association, Inc. ("*Board*") is the entity responsible for the operation of Windhaven Crossing Townhome Owner's Association, Inc. ("*Association*"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing, including amendments thereof or supplements thereto ("*Declaration*") and the Bylaws of Windhaven Crossing Townhome Owner's Association, Inc. including amendments thereof or supplements thereto ("*Bylaws*"), all recorded in the Official Public Records of Denton County, Texas; and

**WHEREAS**, the Declaration affects certain parcels or tracts of real property in the City of Lewisville, Denton County, State of Texas ("*Properties*"); and

**WHEREAS**, pursuant to express authority set forth in Article 5 of the Declaration, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Association's dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines (collectively, the "*Governing Documents*"); and

**WHEREAS**, the Board has authority pursuant to the Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

**WHEREAS**, this Enforcement Policy completely takes the place of any and all other Enforcement Policies and Schedule of Fines Policy previously created and recorded by the Association; and

**WHEREAS**, the Board has and does hereby find the need to establish rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist within the Properties.

**NOW THEREFORE, IT IS RESOLVED** that the following rules, regulations, and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on, or about the Properties (hereinafter referred to as the "*Enforcement Policy*").

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**1. Establishment of a Violation.**

**a. Failure to Obtain Prior Approval.** Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Control Committee (the "ACC" as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a "Violation" under this Enforcement Policy for all purposes.

**b. Failure to Abide by the Governing Documents.**

(i) Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

(ii) Any violation of the Governing Documents or noncompliance of a deed restriction covenant is deemed a "Violation" under this Enforcement Policy for all purposes.

**c. Common Violations.** Exemplar violations are outlined in Exhibit I titled "Common Violations". This is not an exhaustive list of violations subject to this Enforcement Policy.

**2. Notification.**

**a. Courtesy Notice (OPTIONAL).** Upon verification of the existence of a Violation by the Association or management company representative ("*Management*") of the Association, the Association may send to the Owner a written notice of the existence of the Violation ("*Initial/Courtesy Notice*"). The Initial/Courtesy Notice will generally inform the Owner of the following:

(i) The nature, description, and location of the Violation; and

(ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within a period of seven (7) to fourteen (14) days<sup>1</sup> of the date of the Initial/Courtesy Notice to avoid further enforcement measures; and

(iii) A statement that if the Violation has already been cured, remedied, corrected or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

The Association may, but is under no obligation, send one (1) or more Initial/Courtesy Notice(s).

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<sup>1</sup> For purposes of this Enforcement Policy, the term "days" shall mean calendar days.

**b. Notice of Violation.** If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, the Association shall send to the Owner written notice ("*Notice of Violation*") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days) (the "*Cure Date*"), no further action will be taken;
- (ii) Notification that if the Violation is not corrected or eliminated by the Cure Date specified in 2(b)(i), any attorneys' fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account;
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation;
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC;
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy;
- (vi) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active-duty military service to the sender of the Notice of Violation immediately; and
- (vii) **The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail, and shall advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, i.e., 33 days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.**

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<sup>2</sup> The Association is not required to provide an opportunity to cure in event the violation is an incurable violation or poses a threat to health or safety. The following are examples of acts considered incurable: (1) shooting fireworks; (2) an act constituting a threat to health or safety occurring on the common area; (3) a noise violation that is not ongoing; (4) property damage, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument.

c. **Failure to Remedy and Notice of Fine.** Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation by the Cure Date set forth in the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine ("*Notice of Fine*") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "*Notice of Fine Date*."

d. **Fine Structure.** Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$1,000.00 as determined by the Board. An Initial Fine of not less than \$50.00 may be imposed for failure to remedy or cure the violation. In the event the Owner fails to respond or comply by remedying or curing the violation within ten (10) days after the Initial Fine, additional fines may be imposed as follows:

<b>Curable Violations:<sup>3</sup></b>	
Initial Fine	\$50.00
Second Fine	\$100.00
Third Fine	\$200.00
Fourth and Subsequent Fines	Starting at \$300. <sup>4</sup>
<b>Unapproved Modifications, Modifications Which Do Not Comply with MC Approval, and Violations Which Pose a Threat to Public Health or Safety</b>	
Initial Fine	\$100.00
Second Fine	\$200.00
Third Fine	\$400.00
Fourth and Subsequent Fines	Starting at \$600.00 <sup>5</sup>

<sup>3</sup> Curable Violations include, but are not limited to, property maintenance and repair.

<sup>4</sup> Fourth and subsequent fines will begin at \$300.00 but will increase by \$50.00 each week the violation is not cured for a maximum of \$1,000.00.

<sup>5</sup> Fourth and subsequent fines will begin at \$600.00 but will increase by \$50.00 each week the violation is not cured for a maximum of \$1,000.00.

<b>Leasing Violations<sup>6</sup></b>	
Monthly	At least \$250.00
<b>Animal Waste Violation</b>	
Per Each Occurrence	\$500.00 plus any additional fees. <sup>7</sup>

Fines and the frequency of fines, are to be determined by the Board, may be imposed every day that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by the Association in writing of the amount of fines accrued to Owner's account. The Board may modify, from time to time, the schedule of fines.

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, fines shall not exceed \$1,000.00. 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.

3. **Right to a Hearing Before the Board of Directors.** If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association 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 only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter which the Association intends to introduce at the hearing ("*Evidence Packet*"), if any. If the Board intends to produce any documents, photographs, and communications during the hearing, and does not send an Evidence Packet to the Owner in a timely manner, the Owner is entitled to an automatic 15-day postponement of the hearing. At the

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<sup>6</sup> Any Owner found in violation of Article 10 of that certain Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing, including any supplements and amendments thereto ("*Windhaven Crossing Declaration*"), recorded as Instrument No. 2016-93944 in the Official Public Records of Denton County, Texas will be required to pay a fine of at least \$250.00 per month for every month the property is leased in violation of the Windhaven Crossing Declaration.

<sup>7</sup> Any additional fees pursuant to Article 9, Section 9.17 of the Windhaven Crossing Declaration.



commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Owner. Following the presentation by the Board, the Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or the Board may make an audio recording of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. **Corrective Action (Self-Help)**. Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of Declaration or duly promulgated rules and regulations or design/architectural guidelines is determined to exist pursuant to any provision of this Enforcement Policy, and if allowed under the terms of the Declaration, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Association, in its reasonable judgment, determines that such Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. The Association, through Management, must first comply with the Notice and Hearing provisions contained in Article 9, Section 9.2(b) of the Association's Declaration before engaging in any self-help measures allowed under the Declaration.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account as a Special Assessment.

c. The Association, the Board, and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, its agents and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. **Referral to Legal Counsel**. Where a Violation is determined to exist by the Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil

damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

**6. Notices.**

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered, or received, as the case may be, upon the earlier to occur of the following:

- (i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty to keep an updated electronic mail address registered with the Association.
- (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

b. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to the Owner at the address on record with the Association. The Association may, as a courtesy, also provide notice to the tenant.

**7. Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Association that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist, and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by the Association of the consequences of the future violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by the Association, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

**8. Repeated Violation of the Same Provision of the Governing Documents.** Whenever an Owner, who has previously cured or eliminated a violation after receipt of an Initial/Courtesy Notice, commits a separate violation of a similar provision of the Governing

Documents within six (6) months from the date of the Notice of Violation, the Association shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial/Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated violation, the Board shall be authorized to double the fine amount.

**9. Payment of Violation Fines.** Payment of the violation fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the violation. All violations must be corrected and brought into compliance with the Governing Documents. If there is a subsequent violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant(s).

**10. Authority of Management To Act.** The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

**11. Binding Effect.** The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of violations by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

**12. Definitions.** The definitions contained in Association's Governing Documents are hereby incorporated herein by reference.

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**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the June 29, 2023.

**WINDHAVEN CROSSING TOWNHOME  
OWNER'S ASSOCIATION, INC.  
a Texas non-profit corporation**

**By:** Mehrdad Moayedi

**Name:** Mehrdad Moayedi

**Title:** President

## EXHIBIT 1

### Common Violations\*

Holiday Decorations (if not removed within 30 days of the holiday) (each time the violation is observed)
Property used for storage (boats, vehicles, trailers, oversized work trucks and any other oversized vehicle, etc.) (each time the violation is observed)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days (each time the violation is observed)
Debris or refuse on property (each time the violation is observed)
Unapproved signs in yards or on property (each time the violation is observed)
Home maintenance/repairs that do not conform with the standards of the subdivision or the Declaration (ex: rotting wood, replacing missing or dilapidated fences, sagging gutters, damaged garage door, replacing broken light fixtures, etc.) (each time the violation is observed)
Exterior painting needed (ex: house, front door, siding) (each time the violation is observed)
Failing to maintain lawn, including irrigation equipment, remove weeds from flower beds and tree wells, trim bushes, etc. (each time the violation is observed)
Littering in common areas (each time the violation is observed)
Modification, and/or addition made to Property without prior approval from the AMC (each time the violation is observed)
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable (each time the violation is observed or as the Board deems necessary)
Vehicle parking violations (each time the violation is observed)
Unapproved roof
Recreational equipment (each time the violation is observed)
Failure to keep pet(s) on leash (each time the violation is observed)
Livestock or poultry kept on property (each time the violation is observed)
Violations of the leasing or occupancy related rules (each time the violation is observed)

\* This is not an exhaustive list of violations.

**FIRST AMENDMENT TO THE  
DESIGN GUIDELINES  
FOR  
WINDHAVEN CROSSING TOWNHOME  
OWNER'S ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing was filed on August 3, 2016, as Instrument No. 2016-93944 in the Official Public Records of Denton County, Texas, and any supplements and amendments thereto ("*Windhaven Crossing Declaration*"); and

**WHEREAS**, the Design Guidelines for Windhaven Crossing Townhome Owner's Association, Inc. (the "*Design Guidelines*") are attached as Exhibit C to the Windhaven Crossing Declaration; and

**WHEREAS**, pursuant to Article 3, Section 3.3(d) of the Windhaven Crossing Declaration, during the Development Period, the terms and conditions contained in the Design Guidelines may be amended, supplemented and/or restated solely by the Declarant for any purpose without the consent of any Person or Owner; and

**WHEREAS**, Wilbow-Windhaven Development Corporation is the Declarant (herein so-called) as set forth in the Windhaven Crossing Declaration; and



**WHEREAS**, the Development Period has not expired, and Declarant desires to amend the Design Guidelines as hereinafter provided in this First Amendment to the Design Guidelines for Windhaven Crossing Townhome Owner's Association, Inc. (the "*First Amendment*").

**NOW THEREFORE**, Declarant hereby amends the Design Guidelines as follows:

- Section 1.5 of the Design Guidelines is hereby amended and reads, in its entirety, as follows:

***SECTION 1.5 CERTAIN RELIGIOUS DISPLAYS***

***1.5.1 This section is promulgated pursuant to Section 202.018 of the Texas Property Code to permit religious displays with certain restrictions geared toward maintaining an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy.***

***1.5.2 An Owner may display or affix on Owner's or resident's Property or dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief. For purposes of this section, a sincere religious belief relates to the faithful devotion to a god or gods, the supernatural or belief that addresses fundamental and ultimate questions having to do with deep and imponderable matters. A religion is comprehensive in nature; it consists of a belief-system as opposed to an isolated teaching. Religious displays are different than signs or other figures related to a cause.***

***1.5.3 If displaying or affixing of a religious item on the Owner's or resident's Property or dwelling violates any of the following covenants, then the Association may remove or require the removal of the item(s) displayed that –***

- (1) threaten the public health or safety;***
- (2) violate a law other than a law prohibiting the display of religious speech;***
- (3) contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;***
- (4) is in a location other than the owner's or resident's property or dwelling, i.e., installed on property owned or maintained by the Association, or owned in common by two or more members of the Association;***
- (5) is located in violation of any applicable building line, right-of-way, setback, or easement; or***
- (6) is attached to a traffic control device, streetlamp, fire hydrant, or utility sign, pole, or fixture.***

***1.5.4 Display Parameters:***

- (1) *All religious displays must be located within 5' of the front facade of the dwelling.*
- (2) *Displays may not be located within building setbacks.*
- (3) *No portion of the display may extend above the lowest point of the dwelling's front roof line.*
- (4) *All displays must be kept in good repair.*
- (5) *Displays may not exceed 3' in height x 3' in width x 3' in depth.*
- (6) *The number of displays is limited to three (3).*
- (7) *This subsection 1.5.4 shall not apply to seasonal religious holiday decorations as described in subsection 1.5.5.*
- (8) *All religious item displays other than seasonal religious displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the dwelling's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), then the approval must be received from the Board of Directors.*

**1.5.5 Seasonal Religious Holiday Decorations.** *Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board of Directors has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Unless otherwise provided by the Declaration, seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.*

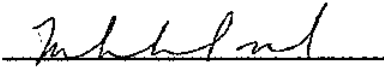
The terms and provisions of the Design Guidelines, except as modified herein, are hereby declared to be in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment and shall be effective when filed with the Office of the Denton County Clerk.



**DECLARANT:**

**WILBOW-WINDHAVEN  
DEVELOPMENT CORPORATION,  
a Texas Corporation**

By: 

Name: Mehrdad Moayedi

Its: President