

SOCIAL MEDIA POLICY
for
ASSOCIATION OF WOODWIND LAKES HOMEOWNERS, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the property encumbered by this Social Media Policy ("Policy") is that property restricted by the "Declaration of Covenants, Conditions, and Restrictions for Woodwind Lakes, Section One" recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. N679732 and P768531 (including all amendments and supplements, the "Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association of Woodwind Lakes Homeowners, Inc. ("Association").

NOW THEREFORE, in accordance with the dedicatory instruments governing the Association, the Board of Directors of the Association ("Board") 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 and Woodwind Lakes subdivision. 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 instruments 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 instruments 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,

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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, acting through the Board, 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.
- 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 of Woodwind Lakes Homeowners, Inc."
- 2.4. In no event shall any Owner, resident or other person use the name "Woodwind Lakes" or "Association of Woodwind Lakes Homeowners, 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 Board 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 or otherwise violates this Policy.

- 3.3. **Revoking Access.** If the Board 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 Board 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, threatening, harassing or abusive;
 - e. Is, in the sole and absolute discretion of the Board, defamatory, illegal, infringing, or otherwise unlawful;
 - 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. The Board shall have the sole and absolute discretion to determine if Content or actions by an Owner or resident violate this provision.

5. Moderation by the Association

- 5.1. **Moderating Activity.** The Association, acting through the Board, 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 Board 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 Board may revoke the Owner's access to the Association's social media outlets/websites.
6. **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.
 7. **Emergencies.** All Association safety and/or emergency issues should immediately be reported to local authorities at 911.
 8. **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 shall 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.
 9. **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.
 10. **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.

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

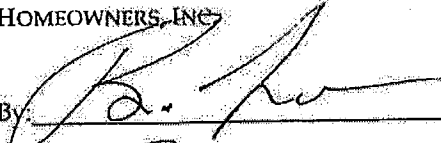
[Signature Page Follows]

CERTIFICATE OF PRESIDENT

I, Brian Loeb ^{Secretary} ~~President~~ of Association of Woodwind Lakes Owners, Inc., do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the _____ day of _____, 2024, with at least a quorum of the members of the Board being present and being duly authorized to transact business, the foregoing Social Media Policy was duly adopted and approved by majority vote of the members of the Board.

TO CERTIFY WHICH WITNESS my hand on this 11th day of April, 2024.

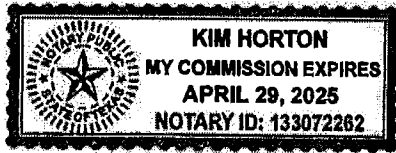
ASSOCIATION OF WOODWIND LAKES
HOMEOWNERS, INC.

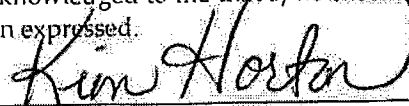
By: 
Printed: Brian Loeb

Its: President
Secretary

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BEFORE ME, the undersigned notary public, on this 11th day of April, 2024, personally appeared Brian Loeb ^{Secretary} ~~President~~ of Association of Woodwind Lakes Homeowners, 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.




Notary Public in and for the State of Texas

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Pages 20
04/18/2024 08:46 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$97.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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