

**AMENDED FINE POLICY OF  
ASSOCIATION OF WOODWIND LAKES HOMEOWNERS, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, Association of Woodwind Lakes Homeowners, Inc., a Texas nonprofit corporation, (the "Association"), is the governing entity for Woodwind Lakes, Sections 1, 2, 3 and 4, additions in Harris County, Texas, according to the maps or plats thereof, recorded under Film Code Nos. 352087, 357131, 365074, 371011, respectively, of the Map Records of Harris County, Texas, along with any amendments, supplements, replats and annexations (the "Subdivision"); and

WHEREAS, the Subdivision is governed by the Declaration of Covenants, Conditions, and Restrictions for Woodwind Lakes, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. N679732, along with any amendments thereto (the "Declaration"); and

WHEREAS, Article IX, Section 3, of the Declaration, authorizes the Association to make and enforce rules and regulations governing the Subdivision, and to establish monetary fines constituting a lien on the Owner's lot; and

WHEREAS, the Association's fine policy is recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. RP-2017-374296, along with any amendments and supplements thereto (the "Fine Policy"); and

WHEREAS, the Association desires to amend the Fine Policy to include an additional category of fines related to the removal of trees within the Subdivision;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the certification hereto, the Association, through its Board of Directors, hereby adopts, establishes, and imposes on the Subdivision, the following Amended Fine Policy:

**POLICIES AND PARTICULARS**  
(Amended Fine Policy - 2018)

**Fine Policy** - Upon violation of any of the Woodwind Lakes Dedicatory instruments, the Board may give the violating Owner written notice describing the violation and the amount of fine to be imposed, if any. The Board shall give the Owner a reasonable period of time to cure the violation and avoid the fine, unless the Owner has been given written notice and opportunity to cure a similar violation within the previous six months or unless the Owner has initiated Exterior Improvement without approval.

The Board shall inform the Owner that the Owner may request in writing a hearing before the Board or designate on or before the 30<sup>th</sup> day after the date the Owner receives the notice. The Board shall advise the Owner that if the hearing is held before a designated committee, that the Owner will have a right to appeal the decision of that committee to the Board upon written notice to the Board.

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If a hearing is requested by the Owner, the Board shall hold a hearing within 30 days from the date of the receipt of the Owner's request for a hearing. . The Board will notify the Owner of the date, time and place of the hearing not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, such postponement must be granted for a period of not more than 10 days. Any additional postponements may be granted by agreement of the parties. After an affirmative decision by the Board, or after the expiration of the written notice, the Association, through the Board, is hereby authorized to impose fines according to the following schedule for violations of any provision of the Woodwind Lakes Dedicatory Instruments:

**FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS NOT AFFECTING THE USE AND ENJOYMENT OF UNIT OWNERS**

First Violation	\$50.00
Second Violation	\$100.0
Subsequent Violations	\$200.0

**FINES FOR VIOLATION OF DEDICATORY INSTRUMENTS AFFECTING THE USE AND ENJOYMENT OF UNIT OWNERS**

For violation of the Woodwind Lakes Dedicatory Instruments affecting the use and enjoyment of Owners, the Board of Directors may reasonably set the amount of the fine as it reasonably relates to the violation of the dedicatory instruments and the number of Owners affected by the violation.

**FINES FOR INITIATING EXTERIOR IMPROVEMENT WITHOUT SUBMISSION AND/OR APPROVAL OF EXTERIOR IMPROVEMENT FORM**

First Violation	\$500.00 and cease and desist letter
Failure to cease and desist or failure to submit Exterior Improvement Form within 10 days	\$500.00
Each subsequent failure to cease and desist or failure to submit Exterior Improvement Form Within 10 days	\$500.00

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**FINES FOR TREE VIOLATIONS: NO TREE MAY BE REMOVED  
WITHOUT PRIOR APPROVAL FROM THE ACC. A TREE REMOVAL  
APPLICATION MUST BE SUBMITTED TO GRAHAM MANAGEMENT**

First Violation	\$300.00
Second Violation	\$400.00
Subsequent Violations	\$500.00

Removing a tree after denial by the ACC and denial of appeal to the HOA Board	\$1,000.00
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**EACH TREE IS CONSIDERED A SEPARATE VIOLATION.**

**Driveway Gates** - Ornamental iron driveway gates not to exceed eight feet in height may be approved on homes that have garages located to the rear of the residence. Detailed drawings of the design of the gate including the direction of gate swing must be submitted along with the ACC application and survey documents with location details. All gates shall be painted black. It is preferred that the gate opens away from the street. In no case shall the gate post be located closer to the street than the front corner of the house closest to the driveway. The gate or gate swing shall not extend into the building line setback (marked BL on the plat) at any time whether it is in the open or closed position. If the gate has to open toward the street, the gate must be setback a minimum of twenty feet plus the length of the gate swing from the inboard side of the sidewalk (this is to allow a vehicle to enter the driveway while the gate is opening without blocking the sidewalk or the street). Dual gates (saloon style) reduce the gate swing by half.

**Wooden Fences** - All wooden fences shall be constructed using No.2 or better western red cedar pickets. The pickets may be left unstained or you may stain the pickets. Behr #DP533 Cedar Natural Tone, Behr wood finish #501 cedar natural tone and Olympic #716, Cedar Natural Tone have been approved by the Board of Directors as acceptable stains. Wooden fence pickets must conform to the surrounding/connecting fences, e.g., treated pine may be used for fence structural frame, but not for pickets. All pickets shall face to the outside except in areas where the fences constitutes the property line with another WWL resident. In this case a good neighbor fence (picket panels alternate direction of facing) shall be used.

**Wrought Iron Fences** - Wrought iron appearing fences on residential lots along the perimeter of lakes must be maintained or replaced with same material. Wrought iron fences must be **Black**. The height, location and spacing of the bars of all wrought iron fences must be approved in writing by the ACC. **Chain Link and Wire Fences** - Chain link and wire fences are not permitted, except to enclose a dog kennel and only if the chain link or wire fence is not visible from ground level of any lot or street. All installations of chain link or wire fences must be approved by the ACC prior to installation.

**Roofing - Sections 1,2 or 3** - The roof of each home located in Sections 1,2 or 3 shall be covered with high definition asphalt or composition shingles equal to or better than GAF/Timberline Natural Shadows or HD. The color used shall be Weathered Wood or approved equal listed below. All roof vents and jacks must be painted to match the shingles. Homeowners must submit a roofing request,

with a sample of both the old and replacement shingles, to the ACC. Approval must be secured before the work may begin. Other approved manufacturers are Certainteed Landmark in Weathered Wood, Owens-Corning Duration in Driftwood or Tamko Classic Heritage in Weathered Wood.

**Section 4** - The roof of each home located in Sections 4 shall be covered with asphalt or composition shingles equal to or better than GAF Royal Sovereign. The color used shall be Weathered Gray or approved equal listed below. All roof vents and jacks must be painted to match the shingles. Homeowners must submit a roofing request, with a sample of both the old and replacement shingles, to the ACC. Approval must be secured before the work may begin.

Other approved manufacturers are Certainteed XT 25 in Weathered Wood, Owens-Corning Supreme AR in Weathered Wood or Tamko Elite Gass Shield in Weathered Wood. Owners are also allowed to install any of the shingles listed for Sections 1, 2 or 3.

### **The role of Graham Management in your community.**

Your community association has contracted with Graham Management to provide certain services to the residents of the community. Our company has two very important responsibilities:

- 1) Implementation of decisions and policies of the Board of Directors of your Association
- 2) Oversight of the daily operations of the Association

The Board of Directors are elected volunteers to serve the association, and they make the decisions and approve policies for operation. Graham Management is hired to implement the policies and decisions made by the Board. Graham Management has no decision making ability for our community.

#### **Graham Management personnel**

- Are trained to deal with conflict, and if a deed restriction is being violated, Graham Management will become involved in accordance with the deed restriction policies. Graham Management will not get involved in quarrels between neighbors.
- Are advisors to the Board, not members of the Board.
- Are responsible for monitoring contractor performance, but not for supervising the contractor.
- Are responsible for monthly inspections of your community. Inspections are done from a vehicle, from the street. Please do not ask the community association manager to come onto your property. If you are concerned about a particular property, please feel free to report it and it will be inspected on the next inspection.
- Are the coordinators of request from residents to the Board. If you disagree with a policy or rule, please email or mail a letter requesting a meeting with the Board.

**REPORTING HOMEOWNER VIOLATIONS AND COMMON AREA CONCERNS**

Our property management company, Graham Management performs routine inspections in Woodwind Lakes for the purpose of making sure that our guidelines are being enforced. We are all concerned with the appearance and safety of our neighborhood. In the meantime, you are encouraged to report any homeowner violations and/or any common area issues that are of concern to you.

The process is simple. Please email Graham Management the address/location and the information regarding your concern. Any digital photos you can provide will greatly expedite this process. If you do not receive a reply within 3 business days, please resend the email. Violations and pictures can be emailed to [graham@grahammanagementhouston.com](mailto:graham@grahammanagementhouston.com)

**CERTIFICATION**

“I, the undersigned, hereby certify that the foregoing Amended Fine Policy was approved by at least a majority of the Association Board of Directors, at a duly called board meeting properly noticed to members at which a quorum of the board was present.”

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

Print Name: Dan Hackfield

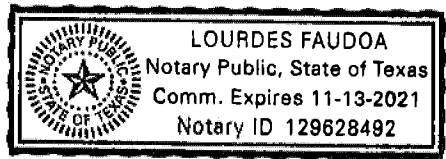
Title: Pres

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on the day personally appeared the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that they are the person who signed the foregoing document in their representative capacity, on behalf of the Association and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 16<sup>th</sup> day of January, 2018<sup>9</sup>.

Lourdes Faudoa  
Notary Public, State of Texas



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# Pages 6  
01/31/2019 11:09 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$32.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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