

Resolutions & Policies
Enclave at Willow Park CA, Inc.

THE ENCLAVE AT WILLOW PARK COMMUNITY ASSOCIATION, INC.

PAYMENT PLAN, DOCUMENTS INSPECTION AND COPYING AND DOCUMENTS RETENTION POLICIES

1.0 **Definitions.** All definitions set forth in the "Declaration of Covenants, Conditions, Restrictions and Easements for The Enclave at Willow Park (Westbury Estates)" heretofore filed under Clerk's File No. RP-2016-114507, Official Public Records of Real Property of Harris County, Texas, as amended (the "Declaration"), are incorporated by reference herein, including "Board" which means the Board of Directors which is the governing body of this Association. The definitions apply, whether or not capitalized herein, and are in addition to any other definitions herein.

2.0 Payment Plans.

2.1 Upon written request, and subject to **Section 2.2**, an owner is automatically approved for a three-month payment plan for payment of all amounts then due in three equal and consecutive monthly payments, beginning not more than thirty days after the request for the payment plan is received by the Association. Upon written request stating good cause, the Board may but is not required to grant a longer payment plan period not to exceed eighteen (18) months.

2.2 The Association is not required to make a payment plan available to an owner who has been given written notice by certified mail after the expiration of the period for cure as stated in the notice (being at least 30 days). The Association is not required to allow an owner to enter a payment plan more than once in any 12-month period. The Association is not required to enter into a payment plan with an owner who has defaulted under a previous payment plan during the two years following the owner's default under the previous payment plan.

2.3 The initial total amount due under the payment plan must be stated in the payment plan agreement. The initial total amount due under a payment plan will be all amounts due to the Association as provided in the Declaration and any other applicable governing documents as of the date of the payment plan agreement, plus (i) reasonable costs associated with administration of the payment plan, and (ii) interest at the rate allowed by the Association's governing documents, or such lesser rate as stated in the payment plan agreement (the "Payment Plan Amount"). The Association may not charge additional late fees or other monetary penalties during the term of the payment plan agreement so long as the owner is not in default under the payment plan agreement. Monetary penalties do not include administrative costs or interest.

2.4 A payment plan is not effective unless and until the applicable owner enters a payment plan agreement. Each payment plan agreement (i) must be in writing on a form provided or approved by the Association, (ii) must be fully completed, dated and signed by the applicable owner, and (iii) is not effective until the properly completed payment plan agreement and any required payment is received by the Association.

2.5 The applicable owner must keep track of payments, including due dates, dates and amounts of payments and remaining payments due. No notices or reminders as to any of the foregoing need be sent. Any reasonable costs incurred by the Association regarding

the foregoing may be charged as costs of administration of the payment plan which must be paid upon demand.

2.6 All assessments and any other amounts which become due to the Association after the date of determination of the Payment Plan Amount must be paid to the Association in full, when due, and in addition to the payments due under the payment plan.

2.7 The following provisions apply regarding default and termination of a payment plan:

2.7.1 An owner is considered in default if (i) the owner fails to complete, date, sign and return the payment plan agreement and the initial payment to the Association when due, or (ii) the owner fails to make any payment when due, or (iii) the owner makes any payment for less than the total amount of the payment which is due, or (iv) any payment is returned due to insufficient funds, or is not honored or paid due to any other reason.

2.7.2 A payment plan is automatically terminated and of no further force or effect (i) if the Owner fails to fully cure any default within ten days after the date notice of default is sent to the Owner, or (ii) immediately upon occurrence of any default which occurs after notice of default has been given as aforesaid.

2.7.3 Upon termination of a payment plan:

(a) all amount due under the payment plan agreement, and all other amounts which would be due to the Association but for the payment plan agreement and which have become due in consequence of the default, automatically and immediately become due and payable in full to the Association; and

(b) the Association may immediately pursue all rights and remedies of the Association under its governing documents, or as otherwise permitted by law; and

(c) the Association has no obligation to accept a payment plan from the defaulting Owner during the two year period following the last date of default prior to termination of the applicable payment plan agreement; and

(d) if, at the time the Association receives a payment, the Owner is in default under a payment plan, the Association may apply the payment in any manner permitted by the Association's governing documents except that any fine assessed by the Association may not be given priority over any other amount owed to the Association.

2.8 Any notices regarding a payment plan agreement may be given in any manner as provided in the Association's governing documents, or as provided in the payment plan agreement.

3.0 Documents Inspection and Copying.

3.1 The Association must make its books and records, including financial records, open and reasonably available for examination and copying in accordance with this policy and Texas Property Code, Section 209.005.

3.2 Inspection or copying of Association books and records is permitted only upon written request as provided in this policy. Each request must be submitted to the Association by certified mail, and must state therein sufficient detail to identify the specific books and records being requested. The request must also contain an election either to inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records. Copies may be produced as provided in Section 3.4, as determined by the Association. Each request must be sent to the Association by certified mail, return receipt requested. The following applies in the event of an inspection:

3.2.1 The owner who conducts an inspection may (l) at the time of the inspection designate specific Association books or records for the Association to copy and forward to the owner, or (ii) send a proper request to the Association after the inspection as above provided. If designated at the time of inspection (y) the designation must be in writing and signed by the owner (or owner agent) and by the Association or its managing agent, and (z) the Association must promptly thereafter send notice and produce the Association books and records as herein provided. Any member of the Board or other Association officer or agent may be present during all or any part of the inspection.

3.2.2 No Association books or records may be removed from the inspection area without the express written consent of a Board member or the Association's managing agent. No original Association books or records may be removed from the Association's office for any reason by an owner (or owner agent).

3.3 Each owner requesting books and records must pay estimated costs for the compilation, production and reproduction of requested books and records ("Production Costs"). All such costs must be paid in advance unless otherwise agreed in writing by the Association. If paid in advance any difference in estimated and actual Production Costs must be paid or will be refunded as provided in Texas Property Code, Section 209.005. An owner who, either directly or through an owner agent, makes a request under this policy is responsible for payment of all Production Costs due to the Association under this policy. The amount of any Production Costs not paid as required by this policy may be added to the applicable owner's account as a specific assessment.

3.4 The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association as determined by the Board or the Association's managing agent. The Association is not required to create documents to comply with an owner's request or to reduce information to a tangible form.

3.5 Within ten business days after receipt of a proper written request, the Association must either (i) forward the requested books and records together with an invoice for final Production Cost, or (ii) send written notice to the owner who requested the books and records:

3.5.1 stating any deficiencies in the request which prevent the Association from making a proper response, including a request for verification of ownership or authority of any agent to act on behalf of an owner if the identity of the owner or authority of the agent cannot be reasonably identified from the Associations records; or

3.5.2 stating the amount of estimated Production Costs and advising the books and records will be produced within ten business days after receipt of payment for estimated Production Cost; or

3.5.3 if an inspection is requested before obtaining copies, stating the place where, and stating available dates and times during normal business hours when, the books and records are available for inspection, and in such case the owner must deliver to the Association written confirmation of the date and time the inspection will take place at least one full business day before the selected date (for example, if the inspection is to take place on a Wednesday, the Association must receive the written confirmation by Monday); or

3.5.4 if the books or records cannot be produced within ten business days:

(a) advising the Association is unable to produce the books or records on or before the tenth business day after the date the Association received the request, and

(b) stating an alternative date by which the requested books or records will be available either for inspection or for forwarding and estimated Production Costs, and in such case the alternative date must be not later than fifteen business days after the date of receipt of a proper request; or

3.5.5 advising that after a diligent search, some or all of the requested books or records cannot be located, or are not in the possession, custody or control of the Association; or

3.5.6 any combination of the foregoing as the circumstances may reasonably require.

3.6 Except as otherwise expressly required by law, the following Association books and records are not available for inspection and the Association has no obligation to produce or permit inspection of the same:

(a) financial records, including records of debit or credit entries as to amounts due or payable to the Association, associated with an individual current or former owner;

(b) any books or records that identify any violation history of any current or former owner regarding any dedicatory instrument or other governing documents of the Association;

(c) any owner contact information other than an owner's mailing address;

(d) information related to an employee of the Association, if any, including personnel files;

(e) documents, received, retained or reviewed in any closed executive session of the Board which involve personal, pending or threatened litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual owners, matters that are to remain confidential by request of the affected parties and agreement of the Board and confidential communications with a current or former Association attorney; or

(f) attorney files, records, attorney work product and any document that is privileged as an attorney-client communication regarding a current or former Association attorney except as otherwise expressly required by Texas Property Code, Sections 209.005(d) and 209.008(d).

3.7 The Association has no obligation to make any Association books or records available for inspection by, or to produce any Association books or records to, any person other than an owner, or a person designated in writing for such purposes as the owner's agent, attorney or certified public accountant. This exclusion includes any tenant of an owner unless the tenant is designated in writing as an owner agent for such purpose and the designation is filed with the Association.

3.8 Estimated and actual Production Costs may not exceed the costs allowed pursuant to the Texas Administrative Code, Section 70.3. Such charges will be automatically adjusted in accordance with any subsequent change as to Section 70.3 or other applicable law. Current permitted charges are as follows:

- 3.8.1 and white 8½"x11" single sided copies=\$0.10 per page or part of a page
- 3.8.2 black and white 8½"x11" double sided copies=\$0.20 per page or part of a page
- 3.8.3 color 8½"x11" single sided copies=\$0.50 per page or part of a page
- 3.8.4 color 8½"x11" double sided copies=\$1.00 per page or part of a page
- 3.8.5 PDF Images of documents=\$0.10 per page or part of a page
- 3.8.6 compact disk (material charge only)=\$1.00 each
- 3.8.7 labor and overhead=\$15.00 per hour (IF over 50 pages OR IF documents are located in remote storage facility)
- 3.8.8 mailing supplies=\$1.00 per mailing
- 3.8.9 postage=at cost
- 3.8.10 other supplies=at cost
- 3.8.11 third party fees=at cost
- 3.8.12 other costs=as permitted by current Texas Administrative Code, Section 70.3.

4.0 **Documents Retention Policy.** Books and records of the Association must be retained at a minimum for the following retention periods:

4.1 **Bylaws**, if any, restrictive covenants and all amendments thereof must be retained permanently.

4.2 **Financial books and records** must be retained for seven years.

4.3 **Minutes of meetings of the owners and of the Board** must be retained for seven years.

4.4 **Tax returns and audit records** must be retained for seven years.

4.5 **Account records of current owners** must be retained for five years. Account records of former owners must be retained for one year starting after the date of termination of such ownership as reflected by the records of the Association.

4.6 **Contracts with a term of one year or more** must be retained for four years after the expiration of the contract term.

5.0 **Amendment.** These policies may be amended from time to time and at any time by Declarant during the Development Period or by the Board at any time. Any such amendment will be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressly stated in the amendment.

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EXHIBIT "D"
**(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
FOR WESTBURY ESTATES)**

THE ENCLAVE AT WILLOW PARK COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL GUIDELINES

ANTENNA AND SATELLITE DISH SYSTEMS

2004/11/1071 IN

THE ENCLAVE AT WILLOW PARK COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL GUIDELINES

ANTENNA AND SATELLITE DISH SYSTEMS

1.0 Definitions. In addition to all definitions as set forth herein, all definitions set forth in the "Declaration of Covenants, Conditions, Restrictions and Easements for The Enclave at Willow Park (Westbury Estates)," as amended (the "Declaration"), including Article II of the Declaration, are also incorporated herein.

2.0 General Rule. A "Conforming Antenna" is a "Permitted Antenna" as defined in **Section 3.0** which complies with the location, installation, and other requirements of **Sections 4.0 and 5.0**. Installation of a Conforming Antenna may start as soon as a notification form has been properly completed and submitted to the Association as hereafter provided. All other Permitted Antenna and any other type of antenna, "dish", and any other device used for transmission or receipt of video programming, fixed wireless signals as defined by the FCC, or any other signals or data (a "Non-Conforming Antenna") are prohibited as provided in **Section 8.0** or may be installed only if the prior written approval of the Association's Architectural Control Committee (the "ACC") is obtained in accordance herewith and with **Article IV** of the Declaration.

3.0 Permitted Antenna. To the extent required by the federal Telecommunications Act of 1996 or other applicable statutes, and subject to other applicable provisions of this Section and applicable Guidelines, rules and restrictions as may from time to time be hereafter adopted, the following types of antenna (including mast, cabling, supports, wiring, fasteners and other accessories necessary for proper installation, maintenance and use) are permitted ("Permitted Antenna"):

3.1 a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services, or to receive or transmit fixed wireless signals via satellite;

3.2 an antenna that is one meter (39.37") or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable), or to receive or transmit fixed wireless signals other than via satellite; and

3.3 an antenna that is designed to receive local television broadcast signals (an antenna designed to receive distant over-the-air television signals is **not** a Permitted Antenna).

4.0 Mandatory Requirements for Permitted Antenna. A Permitted Antenna is a Conforming Antenna only if all of the following requirements are met.

4.1 A PERMITTED ANTENNA MAY NOT BE LARGER IN SIZE OR BE INSTALLED HIGHER THAN IS ABSOLUTELY NECESSARY FOR RECEPTION OF AN ACCEPTABLE QUALITY SIGNAL.

4.2 A Permitted Antenna may not encroach upon any other Owner's Lot, or upon any other property outside of the Lot upon which the Permitted Antenna is located.

4.3 A Permitted Antenna must serve only the particular Lot on which it is located, and may not be located other than upon the Lot so served.

4.4 No more than one Permitted Antenna providing the same service may be installed per Lot.

4.5 **IT IS RECOMMENDED THAT ALL PERMITTED ANTENNAE BE PROFESSIONALLY INSTALLED.** CUSTOMER-END PERMITTED ANTENNA DESIGNED TO TRANSMIT FIXED WIRELESS SIGNALS **MUST BE** INSTALLED BY A QUALIFIED PROFESSIONAL INSTALLER IN ACCORDANCE WITH ALL MANUFACTURER'S INSTRUCTIONS, AND WITH APPLICABLE CODES, ORDINANCES, RULES, AND REGULATIONS TO MEET FCC STANDARDS FOR FREQUENCY EMISSION.

4.6 Permitted Antenna must be installed and at all times maintained and used in a manner which will not cause any distortion or interference whatsoever with respect to any other electronic device in the Subdivision.

4.7 To prevent electrical or fire damage or personal injury or property damage, Permitted Antennae (i) must be permanently and effectively grounded, (ii) must not be placed where same may come into contact with electric power lines (above ground or buried), (iii) must be installed and securely attached to withstand wind speeds of at least 70 m.p.h., heavy rain, and similar adverse weather conditions, and (iv) may not be placed closer to any Lot line than the total height of the Permitted Antenna (including any mast).

5.0 Additional Limitations on Permitted Antenna. The following limitations apply to installation and maintenance of Permitted Antenna except to the extent compliance would (i) unreasonably delay or prevent installation, maintenance or use; (ii) unreasonably increase cost of installation, maintenance, or use; or (iii) preclude reception of an acceptable quality signal. A Permitted Antenna is a Conforming Antenna only if all of the following requirements are met; provided, if installation, maintenance, or use would be impaired as aforesaid by compliance with any of the following limitations, then compliance must be as close as possible. Notwithstanding the foregoing regarding unreasonable cost increase, the Association will in any such case have the option of removing any such objection by payment of the added cost.

5.1 Permitted Antenna must be located so as not to be visible from any frontage or side street and to the extent feasible, so as not to be visible from any other street. In all other respects, Permitted Antenna must be installed in such manner as to minimize the visibility and visual impact of same from adjoining Lots and Community Properties.

5.2 If feasible, Permitted Antenna must be installed inside the attic or other inside area of the applicable residence. Otherwise, Permitted Antenna must be attached to the applicable residence, and not mounted freestanding or on any mast. Attachment to the residence must be on the rear side of the residence, or as close thereto as possible. If mast mounting is required, the mast must be located behind the applicable residence or as close thereto as possible, and the mast may not be higher than is absolutely necessary for reception of an acceptable quality signal.

5.3 No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever are permitted upon, and may not be attached to, the Permitted Antenna. The foregoing does not prohibit an inconspicuous manufacturer's logo placed on an antenna as part of the original manufacturing of the antenna.

5.4 Permitted Antenna must be a solid color which is one (and only one) of the following colors that best conform with the color scheme of the residence where the Permitted

Antenna is located: soft white, cream, brown, gray, or tan. Exterior wiring must be installed so as to not be visible from any street and otherwise so as to be minimally visible and blend into the material to which attached. The Association may require screening or other camouflaging in order to otherwise minimize visibility of any Permitted Antenna.

6.0 Owner's Maintenance and Indemnity.

6.1 Permitted Antenna must be properly maintained at all times in a safe and attractive manner, including repainting or other repair or replacement if the exterior surface of the antenna deteriorates.

6.2 If a Permitted Antenna detaches, in whole or in part, the user must remove the antenna or fully repair such detachment within 72 hours (or as otherwise provided in the next subsection).

6.3 Any detachment of a Permitted Antenna, and any other condition arising from the installation, maintenance or use of a Permitted Antenna which threatens the safety of any persons or property must be fully and immediately cured or the Antenna fully and immediately removed. In the case of an emergency, the Association may remove the Permitted Antenna immediately. Otherwise, the Permitted Antenna may be removed by the Association only after not less than ten days' notice and failure to cure. In either case, the Association will not be liable for trespass, conversion or otherwise regarding any such removal.

6.4 Each Owner is wholly and solely responsible for all costs associated with Permitted Antenna, including installation, maintenance, use, repair and replacement, and all damages, including medical expenses and costs of repair, resulting from such installation, maintenance, use, repair or replacement.

6.5 THE OWNER OF A LOT UPON WHICH ANY CONFORMING ANTENNA OR NON-CONFORMING ANTENNA IS LOCATED AND THE OWNER'S TENANTS, AS APPLICABLE, MUST UNCONDITIONALLY INDEMNIFY, PROTECT, DEFEND AND HOLD THE ASSOCIATION, THE ACC, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, COMMITTEE MEMBERS, SERVANTS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, EXPENSES AND DAMAGES, INCLUDING ATTORNEYS' FEES, WHICH ANY OF THEM MAY AT ANY TIME SUFFER OR INCUR OR BECOME LIABLE TO PAY BY REASON OF ANY ACCIDENTS, DAMAGES OR INJURIES TO PERSONS OR TO PROPERTY, OR BOTH, IN ANY MANNER ARISING FROM ANY WORK PERFORMED IN CONNECTION WITH, OR THE INSTALLATION, MAINTENANCE, USE, REPAIR OR REPLACEMENT OF, ANY CONFORMING ANTENNA OR NON-CONFORMING ANTENNA.

7.0 Notification Process; ACC Forms and Required Information.

7.1 Any Owner or their tenant desiring to install a Conforming Antenna (as defined in Section 2.0), must complete a notification form and submit it to the Association. The installation of the Conforming Antenna may then begin immediately. No Non-Conforming Antenna may be installed unless and until the prior written approval of the ACC is obtained in accordance herewith and with Article IV of the Declaration. **OWNERS AND TENANTS ARE ENCOURAGED TO OBTAIN PRIOR APPROVAL BEFORE INSTALLING ANY ANTENNA, SATELLITE DISH SYSTEM OR SIMILAR DEVICE AS THE ASSOCIATION MAY OTHERWISE REQUIRE REMOVAL OR RELOCATION AT THE EXPENSE OF THE APPLICABLE OWNER OR TENANT IF INSTALLATION IS LATER DETERMINED TO BE NON-CONFORMING.**

7.2 The ACC may from time to time promulgate forms to be used to notify the Association as to installation of Conforming Antenna and/or to request approval for installation of Non-Conforming Antenna, and may require use of such forms in lieu of any other. At a minimum, a notification of intent to install a Conforming Antenna must describe the size, type and color of the Conforming Antenna, describe in detail the location and manner of installation, and identify the installer by name and telephone number. An application for approval to install a Non-Conforming Antenna must provide the same information as aforesaid, and additionally must state each requirement for a Conforming Antenna which will not be met and as to each requirement that will not be met the reasons for non-compliance. Each notification or application submitted must be signed and dated.

7.3 The initial forms of notice of intent to install a Conforming Antenna and request for approval for installation of a Non-Conforming Antenna are attached hereto as Exhibits "1" and "2", respectively. These forms must be used in lieu of any others unless and until replaced by the ACC.

8.0 Prohibited Antenna. No antenna, "dish" or other device may be used for transmitting electronic signals of any kind except Permitted Antenna as defined in Sections 3.1 and 3.2. Antenna and similar devices of any type used for citizen band ("CB") radio, amateur ("HAM") radio, AM/FM radio, or Digital Audio Radio Service ("DARS"), are prohibited and may not be erected, placed or permitted to remain on any Lot, on any improvement located on any Lot, or elsewhere in the Subdivision. Without limitation as to the authority of the ACC, specifically the ACC may grant variances as to prohibited antenna and the ACC may condition granting of any such variance upon placement of the antenna in the attic of a residence.

9.0 Amendment. These guidelines may be amended from time to time and at any time by Declarant during the Development Period, or by the Board or the ACC. Any such amendment will be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressed stated in the amendment.

10.0 Controlling Effect. These guidelines are adopted pursuant to and in accordance with the Telecommunications Act of 1996 and the Declaration. These guidelines are adopted in lieu of and supersede any prior guidelines regarding the express provisions set forth in these guidelines. In all other respects these guidelines are cumulative of and in addition to all other provisions of the Association's Governing Documents and all rights and remedies of the Association pursuant thereto or applicable law.

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THE ENCLAVE AT WILLOW PARK COMMUNITY ASSOCIATION, INC.

NOTICE OF INTENT TO INSTALL "CONFORMING ANTENNA"

This notice of intent is for use only if one of the types of antenna listed below is being installed, and only if the apparatus and installation otherwise fully comply with the Association's guidelines such that it is a "Conforming Antenna" as defined in Section 2.0 of the Association's Architectural Guidelines - Antenna and Satellite Dish Systems. A request for approval to install a "Non-Conforming Antenna" must be used in all other cases. THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY (ATTACH ADDITIONAL PAGES AS NEEDED), AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES).

Owner(s)

Name: _____

If Rental, Tenant(s) Name: _____

Property Address: _____

Telephone /Day: _____ /Evening: _____ Email: _____

Type of Antenna (Check One): Direct broadcast satellite "dish"
 MMDS (wireless cable) antenna
 Local broadcast television antenna

Antenna Size: _____ Mast Size (if applicable): _____

Masts are prohibited unless absolutely necessary as permitted by applicable FCC rules.

Company Installing Antenna: _____

Address: _____ Telephone: _____

Date Installation is to Start: _____ Finish: _____

Antenna Location: _____

Please fully describe method of installation and how the installation will be secured:

The undersigned assumes liability for any injury caused by, and any damage to the Association and other owner's property that occurs due to, antenna installation, maintenance, or use.

Signature(s): _____ Date: _____

Please return to:

2005-11-07-11

THE ENCLAVE AT WILLOW PARK COMMUNITY ASSOCIATION, INC.

REQUEST FOR APPROVAL TO INSTALL "NON-CONFORMING ANTENNA"

This request for approval is for use as to any antenna or satellite dish systems which is a "Non-Conforming Antenna" as defined in Section 2.0 of the Association's Architecture Guidelines - Antenna and Satellite Dish Systems. THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY (ATTACH ADDITIONAL PAGES AS NEEDED), AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES)

Owner(s) Name: _____

If Rental, Tenant(s) Name: _____

Property Address: _____

Telephone/Day: _____ /Evening: _____ Email: _____

Type of Antenna (Check One):
 Direct broadcast satellite "dish"
 MMDS (wireless cable) antenna
 Local broadcast television antenna
 Other - Please specify: _____

Antenna Size: _____ Mast Size: _____

Masts are prohibited unless absolutely necessary as permitted by applicable FCC rules.

Company Installing Antenna: _____

Address: _____ Telephone: _____

Date Installation is to Start: _____ Finish: _____

Antenna Location: _____

Please fully describe method of installation and how the installation will be secured:

Please state each requirement for a "Conforming Antenna" which will not be met and as to each the reason(s) for non-compliance (attach additional page(s) as needed):

The undersigned assumes liability for any injury caused by, and any damage to the Association and other owner's property that occurs due to, antenna installation, maintenance, or use.

Signature(s): _____ Date: _____

Please return to:

03/01/11 07:11

EXHIBIT "E"
**(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
FOR WESTBURY ESTATES)**

THE ENCLAVE AT WILLOW PARK COMMUNITY ASSOCIATION, INC.

DECLARANT'S ADOPTION OF BYLAWS, POLICIES AND GUIDELINES

2007-11-17 11:07:11

THE ENCLAVE AT WILLOW PARK COMMUNITY ASSOCIATION, INC.

DECLARANT'S ADOPTION OF BYLAWS, POLICIES AND GUIDELINES

In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for The Enclave at Willow Park (Westbury Estates), as amended (the "Declaration"), including Sections B2.01 and B9.01 of Exhibit "B" to the Declaration, the undersigned as Declarant under the Declaration hereby takes the following actions and transacts the following business on behalf of the corporation:

WHEREAS, Declarant desires hereby to adopt the bylaws, policies and guidelines for and on behalf of the Association as set forth below.

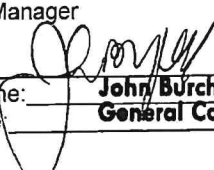
RESOLVED THAT each of the following bylaws, policies and guidelines are hereby adopted for and on behalf of the Association:

- A. Bylaws
- B. Payment Plan, Documents Inspection and Copying and Documents Retention Policies
- C. Architectural Guidelines – Antenna and Satellite Dish Systems

DATED: June 14, 2017

WEEKLEY HOMES, LLC,
a Delaware limited liability company
"Declarant"

By: DM WEEKLEY, INC.,
a Delaware corporation,
its Manager

By: 
Name: John Burchfield
Title: General Counsel

2017-11-17

RP-2017-476705
Pages 51
10/30/2017 03:17 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$212.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS