



For Realtors/Builders

Dues and Fees

Annual dues, incurred as of January 1st of each year, are currently set at \$396 (as of 1/1/2023).

Consistent with the Texas Property Code, there is also a \$250 fee (as of 1/14/2020) for all property sales, transfers, or refinancing. This fee covers costs to prepare the Resale Certificate. The fee includes two components:

\$200 - Property Sale/Transfer and Refinance Fee

\$50 - Certificate of Title Preparation (DOES NOT occur with every transaction)

Please submit our [property transfer form](#) along with your payment.

Purchasing or Refinancing a Home

When purchasing/refinancing a home, you will need to give your lending institution the contact information for the Civic Club: Treasurer Willow Meadows Civic Club, Inc. P.O. Box 35551 Houston, TX 77235 Email: treasurer@willowmeadows.org. If you are refinancing, the lending institution will contact the Treasurer directly to confirm that you are current on payment of your annual assessments. The lending institution will also need confirmation stating that your home has no pending or current deed restriction violations.

Your real estate agent will also need to complete the [property transfer form](#) and send along the appropriate fees.

Architectural Application Package

Click here to access our [Architectural Application Package](#).

Click here to contact [Architecture Committee](#).

Deed Restrictions

Willow Meadows is a deed restricted community. The Deed Restrictions were approved by a majority of the homeowners in 1998 and are legally binding on all homeowners.

By Laws

The Association Bylaws are the rules which we have adopted to govern ourselves. They are binding upon all actions of the Association and can be modified as set out in Article X. The Bylaws were revised in December 2014 and may be viewed at Recorded Amended and Restated Bylaws. The Bylaws with respect to due collections were last amended in 2018.

Block Book Maps

Click the links to access block book maps.

Section 1 -- Section 2 -- Section 3 -- Section 4 -- Sections 5 & 6 -- Section 7 -- Section 8 (not available)
-- Section 9 -- Sections 10 & 11 -- Sections 12,13 & 14 -- Section 15 -- Sections 16 & 17 -- Section 18

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Contact Site Administrator

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AMEND

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ADOPTION OF AMENDED AND RESTATED BY-LAWS
OF
WILLOW MEADOWS CIVIC CLUB, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, on September 9, 2008, WILLOW MEADOWS CIVIC CLUB, INC. (the "Association"), adopted that certain document titled WILLOW MEADOWS CIVIC CLUB, INC. BY-LAWS; and

WHEREAS, ARTICLE X Amendments to the By-Laws, provides that the By-Laws may be amended at any General or Special Meeting of the Members upon the approval of two thirds of the votes cast; and

WHEREAS, proper notice having been given, several amendments to the By-Laws were voted on by the Members at the General Meeting of the Association held on December 9, 2014; and

WHEREAS, two thirds of the Members present in person or by proxy at the General Meeting of the Association held on December 9, 2014, approved the proposed amendments incorporated in the Amended and Restated By-Laws attached to this Resolution as Exhibit "A" and incorporated herein for all purposes.

NOW THEREFORE, the undersigned, representing at least two thirds of a quorum of members present in person or by proxy at the General Meeting of the Association held on December 9, 2014, did approve the amendments to the By-Laws incorporated in the First Amended and Restated By-Laws attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned, being the President of the Association, hereby executed this document acknowledging that the amendments to the By-Laws incorporated within the attached Amended and Restated By-Laws of the Association were approved by two thirds of the Members present in person or by proxy at the General Meeting of the Association held on December 9, 2014.

The undersigned has been duly authorized to execute and deliver this instrument.

DATED this 9th day of February, 2015.

WILLOW MEADOWS CIVIC CLUB,
INC., a Texas non-profit corporation

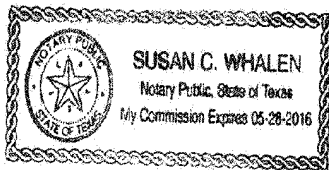
By: Steven Paletz
Name: Steven Paletz
Title: President

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this 9th day of ~~February~~ ^{MARCH}, 2015, personally appeared Steven Paletz, President of WILLOW MEADOWS CIVIC CLUB, INC., known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of the corporation.



Susan C. Whalen

Notary Public

AFTER RECORDING RETURN TO:

SEARS | BENNETT | LLP

9700 RICHMOND AVENUE, SUITE 222

HOUSTON, TEXAS 77042

TELEPHONE: (713) 782-1788

WWW.SEARSFIRM.COM

FIRST AMENDED AND RESTATED BY-LAWS
OF
WILLOW MEADOWS CIVIC CLUB, INC.

ARTICLE I. Organization and Purpose

SECTION 1. The Willow Meadows Civic Club, Inc., is a Texas non-profit corporation, comprising property owners in the Willow Meadows subdivision as defined in Article I.01(A) of the Restrictions.

SECTION 2. The purposes of the Willow Meadows Civic Club, Inc. (the "Association") are to promote the civic and social welfare and well-being of the Members living within the Willow Meadows subdivision in Harris County, Texas; to provide for the maintenance, preservation, and enhancement of the Willow Meadows subdivision; and to promote and engage in activities for the use and benefit of the Members. The Association shall use its powers and rights conferred by the Texas Non-Profit Corporation Act, Texas Property Code Chapter 204, and the Declarations, *of* Covenants, Conditions, and Restrictions *for the* Willow Meadows Subdivision, *including any amendments thereto*; provided that where such powers and rights are inconsistent with the By-Laws, the By-Laws shall control, except as required by law.

ARTICLE II. Definitions

"Association" means the Willow Meadows Civic Club, Inc., a Texas non-profit corporation.

"Board of Directors" or "Board" means the governing board of the Association. The Board of Directors comprises the Officers and the At-Large Directors, Positions 1 through 8.

"Officers" means the elected officers of the Association, which are the President, Vice President, Treasurer, and Secretary.

"Restrictions" means the Declaration of Covenants, Conditions, and Restrictions for the Willow Meadows Subdivision filed and recorded in the Real Property Records of Harris County, Texas, on December 18, 1998, and any amendments thereto.

"Member" means every person who is an owner of a lot located in the Willow Meadows subdivision. All such persons are Members of the Association.

"Member in Good Standing" means a Member who not violated the Restrictions. A Member is not in Good Standing if:

- (1) the Member has violated any of the Restrictions, as determined by a court of law, or
- (2) the Member has admitted the violation in writing to the Board and the deadline for correcting the admitted violation has passed.

For all matters involving a vote of the Association, there is only one (1) vote per lot.

The term “quorum” means the number of Members required for the Association to carry out its business at the General and Special Meetings. Except as provided below, a quorum is the number of present in person, proxy, or absentee ballot, at a General or Special Meeting. A quorum for voting on the proposed operating and capital budgets and amendments thereto, and for Board of Directors elections, is 25 Members represented in person, proxy, or absentee ballot received prior to the call for the ballot. A quorum for proposed revisions, changes or amendments to these By-Laws is 82 Members represented in person, proxy, or absentee ballot received prior to the call for the ballot, representing ten percent (10%) of the total number of lots in the Willow Meadows subdivision.

“Fiscal Year” means the financial accounting period for the Association. It commences on January 1st each year and closes at the end of December 31st of that same year.

“General Meeting” means a meeting of all Members of the Association held quarterly.

“Special Meeting” means a meeting of all Members of the Association called for a stated purpose in accordance with Article VIII, Section 1 of these By-Laws.

“Publication” means any method of printed communication available and calculated to fairly notify all Members of important events. Unless otherwise stated herein, publication of special notices must be by first class, U.S. Mail. In addition, best faith effort shall be made to post all printed Publication(s) to the Willow Meadows website.

ARTICLE III. Annual Assessment and Other Fees

SECTION 1. As required in the Restrictions at Article IV.06, the maximum annual assessment is two hundred dollars (\$200.00), subject to amendment as stated in Section 2 below. This annual assessment is incurred as of January 1st of each year.

SECTION 2. Except as provided below in Section 3, the annual assessment may be increased in a given year by an amount not in excess of ten (10) percent of the assessment for the previous year by approval of a simple majority of the Members represented in person, proxy, or absentee ballot at a meeting of the Association. The annual assessment may not be increased cumulatively since the last prior increase. The annual assessment may be increased in a given year by an amount greater than ten (10) percent only by a two-thirds majority of the Members represented in person, proxy, or absentee ballot received prior to the call for the ballot. Written notice of any meeting at which Members will vote to increase the annual assessment, must be mailed to all Members not less than ten (10) days, but not more than sixty (60) days, in advance of the meeting.

SECTION 3. Pursuant to the Restrictions at Article IV.10, any Member who is a full time resident of Willow Meadows subdivision may defer the annual assessment for that year on the deferral form provided by the Board in the annual notice of assessment. Upon receipt by the Board of the deferral form from a Member, that Member will be deemed to have deferred the obligation for the year. The deferral does not eliminate the obligation to pay the annual assessment, but merely postpones payment until (1), such time as the house is sold, or (2), the deferral reason

has passed and the Member chooses to make payment for the year in which the deferment is made, or (3), the Member, or surviving spouse of the Member, dies and the house passes ownership in probate trust, at which time the Association may collect all deferred annual assessments, and shall have the right to a lien on the property for the assessments that are due at such time. At no time will the Association collect interest on the deferred annual assessment. A Member may defer payment of an annual assessment for three (3) years. At the end of three (3) years, the Member must pay the annual assessment deferred.

SECTION 4. A senior citizen who owns a lot located in Willow Meadows and resides in the home situated on that lot may request that his or her annual assessment be frozen at the then current assessment level. A request for the senior rate freeze must be submitted using the form provided with the annual assessment notice. It may not be used in conjunction with a deferral of the annual assessment as described in Section 3. A senior citizen is someone who is eligible for an Over-65 Homestead Exemption with the Harris County Appraisal District.

SECTION 5. Consistent with the Texas Property Code, the Association may charge a reasonable fee for all property sales, transfers, or refinancing. This fee covers costs to prepare a Resale Certificate that may be requested by the seller or transferor from the Association.

SECTION 6. A penalty of 2.5% of the Annual Assessment will be levied for each month the Assessment is delinquent past the due date of notice as stated in the Annual Assessment letter.

SECTION 7. When a property is sold or title is transferred, any remaining balance of the assessment as of December 31st of that year shall be paid by the owner of record as of that date.

ARTICLE IV. Board of Directors: Selection, Term of Office, and Meetings

SECTION 1. The Board of Directors of the Association (the "Board") consists of twelve (12) directors (each, a "Director"), four (4) of whom must be the President, the Vice President, the Secretary, the Treasurer (each, an Officer). The remaining eight (8) Directors are known as the "At-Large Directors," Positions 1 through 8. Each Director is elected by the Members in accordance with Article V.

SECTION 2. The full term for each Director begins on January 1 after the December General Meeting in which that Director was elected and ends on December 31 of that year following the December General Elections.

SECTION 3. The President and Vice President shall serve for not more than two (2) consecutive one-year terms or until his or her successor is elected.

SECTION 4. The Board of Directors must meet in all months in which no General Meeting is scheduled. A quorum for all meetings of the Board of Directors is seven (7) Directors, or if one or more positions are temporarily vacant, 50% of the directors plus one director. If a Board Member misses three (3) consecutive or three (3) out of five (5) consecutive Board meetings, the Board may consider the position to be vacant.

SECTION 5. If a vacancy in any of the twelve (12) Director positions occurs, the Board of Directors must appoint a Member to fill the vacancy for the unexpired term. Any Board appointments shall be noted in the next Newsletter and announced at the next Special or General Meeting.

SECTION 6. Any elected Director or Officer of the Association may be removed for cause from office by a two-thirds vote of the Members at a General or Special Meeting, provided that notice of the proposed removal has been given pursuant to Article V, Section 2.

SECTION 7. The Board of Directors is authorized to maintain a Policy and Procedures Manual which guides the operations of the Board, Committees, and the Association in the spirit of the Restrictions and the By-Laws.

SECTION 8. Board Meetings - Open Meetings Requirement. Regular and special meetings of the Board must be open to Members, subject to the right of the Board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session, if any.

SECTION 9. Notice of Board Meetings. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

- (a) mailed to each Member not later than the 10th day or earlier than the 60th day before the date of the meeting; or
- (b) provided at least 72 hours before the start of the meeting by:
 - (1) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members: with the Member's consent, on other conspicuously located privately owned property within the subdivision; or on any Internet website maintained by the Association or other Internet media; and
 - (2) sending the notice by e-mail to each Member who has registered an e-mail address with the Association for this purpose.

SECTION 10. Action Taken by the Directors. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to

Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

The Board may not, without prior notice to members, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (4) increases in assessments;
- (5) levying of special assessments;
- (6) appeals from a denial of architectural control approval; or
- (7) a suspension of a right of a particular Member before the Member has an opportunity to attend a board meeting to present the Member's position, including any defense, on the issue.

SECTION 11. Minutes of the Meetings. The Board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate.

ARTICLE V. Elections and Meetings of the Members at which Members May Vote

SECTION 1. Prior to the General Meeting for the third quarter of the Fiscal Year (the "September General Meeting"), the Board will publish in the Association's Newsletter an invitation for Members to seek elected positions on the Board. The Association may actively encourage and seek candidates from among all Members. Any Member may be nominated by any other Member or may nominate himself or herself either prior to the September General Meeting or from the floor during the September General Meeting. A Member who would like to be a candidate, but who is unable to attend the September General Meeting, may submit a written request to run for office to a member of the Board of Directors prior to the September General Meeting.

SECTION 2. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) to sixty (60) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The notice for the last General Meeting of the Fiscal Year (the "December General Meeting") must include an absentee ballot listing all the candidates and the respective positions for which the candidates are running. This notice also must include biographical statements submitted by each candidate who chooses to do so.

- SECTION 3. All candidates to the Board must be Members. To be listed on the absentee ballot or ballot handed out at the General Meeting and to be eligible to submit a biographical statement, the candidate must have been nominated in accordance with Article V, Section 1. Ballots must provide space for write-in candidates. Candidates may also be nominated from the floor at the December General Meeting.
- SECTION 4. Proxies & Members Right to Vote. At all meetings of Members, each Member may vote in person or by proxy, absentee ballot, or electronic ballot (e-mail, facsimile, or posting on an internet website). All members may vote; no Member may be disqualified from voting for any reason. All proxies and ballots must be in writing and filed with the designated Officer. Electronic votes are considered written and signed. Absentee ballots must contain each proposed action with an opportunity to vote for or against, ballot mailing or delivery instructions, and a disclaimer that the ballot will not be counted if the proposal is changed at the meeting. Absentee ballots will not be counted if the member attends the meeting and votes in person or if the language of the vote changes from what was listed on the absentee ballot. Individual ballots may be disqualified for any of the following reasons, including, but not limited to, failure to sign the written ballot (emailed ballots require the Member's signature and any vote submitted via an electronic voting system is considered signed), failure to identify property to validate ownership, conflict between votes of two Members of the same property, unreadable or ambiguous markings for vote, or voting for more candidates than open positions. Every proxy and ballot shall be revocable and shall automatically cease upon conveyance by the Member of his/her lot.
- SECTION 5. Vote Tabulator. A person who is a candidate in an election to the Board of Directors or who is otherwise the subject of an Association election, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election except as provided by law. The person who tabulates votes in the election may not disclose to any other person how an individual voted.
- SECTION 6. Election to the Board of Directors shall be by confidential written ballot, including absentee ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If the election is uncontested, the slate may be accepted by acclamation.
- SECTION 7. If the candidate elected is unable to serve, a vacancy will be deemed to have occurred and must be filled in accordance with Article IV, Section 5 or Section 6, as applicable.
- SECTION 8. Recount of Votes. Any Member may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the most recently filed management certificate; or (2) in person to the Association's managing agent as reflected on the most recently filed management certificate or to the address to which proxies and absentee ballots are mailed. The Association shall, at

the expense of the Member requesting the recount, retain for the purpose of performing the recount, the services of a person who:

(a) is not a Member of the Association or related to a Member of the Board of Directors within the third degree by consanguinity; and

(1) a current or former county judge, county elections administrator, justice of the peace, or county voter registrar; or

(2) a person agreed on by the Association and the Member requesting the recount.

Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting member for the cost of the recount. The Association shall provide the results of the recount to each Member who requested the recount. Any action taken by the Board of Directors in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

SECTION 9. The Board must appoint Members, preferably former Directors, to an Elections Committee that is responsible for preparing biographical statements.

SECTION 10. The President may call Special Meetings of the Members at his or her discretion, and must call Special Meetings of the Members (i) upon written request of fifteen (15) Members, (ii) at the request of a majority of the Board or, (iii) whenever in the judgment of the President, the welfare of the Association requires it. The agenda of the Special Meeting must be specific to the purpose stated in the call for the Special Meeting.

SECTION 11. The order of business at each General Meeting must include, but is not limited to, the following:

- (a) Reading of the minutes of the last meeting,
- (b) Treasurer's Report,
- (c) Committee Reports,
- (d) Unfinished Business,
- (e) New Business,
- (f) Program or Miscellaneous,
- (g) Notification of next regular meeting, and
- (h) Adjournment.

The President may alter the order of Business at the General meeting at his or her discretion in order to accommodate special guests or speakers or to address specific topics of importance to the members.

ARTICLE VI. Duties of Officers

President

SECTION 1. It is the duty of the President to preside at all General and Special Meetings of the Association and at all meetings of the Board of Directors. The President is also an *ex-officio* member of all Committees of the Association.

SECTION 2. The President must call meetings of the Board of Directors when he or she considers it necessary, or when three (3) or more Directors request the President to do so.

SECTION 3. The President, with the advice and consent of the Board of Directors, selects from among the Board, Chairpersons to all standing Committees.

SECTION 4. The President has the authority to appoint *ad hoc* committees as deemed advisable, provided that either the President or another Officer is an *ex-officio* member of all *ad hoc* committees.

Vice President

SECTION 5. In the absence of the President, the Vice-President has all the power and prerogatives of the President and serves, upon request of the President, as the official representative of the President at all standing Committee meetings. The Vice-President shall monitor and document issues relating to inactive special committees and assure that the Policies & Procedures Manual be kept up-to-date.

Secretary

SECTION 6. The Secretary records all resolutions and proceedings of the meetings of the Association and Board of Directors in a permanent record retained for that purpose. The Secretary issues all notices of meetings of the Board of Directors, and performs all of the customary duties pertaining to the office of Secretary. The Secretary secures the dates and meeting locations for the General Meetings, and ensures that signs are posted in the neighborhood and notice is published in the newsletter reminding the Members of upcoming General Meetings. Further, the Secretary notifies all Board Members of Special Meetings that may be called from time to time.

SECTION 7. The Secretary must obtain a register of the Members for General or Special Meetings at which a vote requiring a quorum is to be held.

Treasurer

SECTION 8. It is the duty of the Treasurer to receive all monies and to keep same on deposit in one or more banking institutions insured by the United States federal government (FDIC or FSLIC) approved by the Board of Directors. The aggregate amount of all funds kept on deposit at such institutions must be less than the maximum amount of insurance provided per customer. Any investments made will be restricted to short term (less than one year) certificates of deposit insured by the United States federal government or direct debt obligations of the federal government or its agencies.

SECTION 9. All monies payable by the Association must be paid by checks or electronic disbursement signed, initiated, or approved by any two (2) Officers, one of whom must be the Treasurer or the President. In the case of electronic disbursement, a record of the two-Officer approval must be kept on file with the Treasurer. Any electronic disbursement requested by a Committee must also be approved by the appropriate Committee Chair. The Treasurer must report the financial status of the Association at all General Meetings of the Association, Board of Directors meetings or whenever requested by the Board of Directors.

SECTION 10. The Board of Directors may retain the services of either or both of the following to assist the Treasurer:

- (a) a bookkeeper to assist in maintaining the financial accounts of the Association;
- (b) a Certified Public Accountant or an accounting firm to assist in preparing and filing the Association's tax documents.

ARTICLE VII. Committees

SECTION 1. The Board of Directors is responsible for hiring and terminating employees and independent contractors, with the advice and recommendation of the appropriate Committee chairperson.

SECTION 2. There are six (6) standing Committees and a variable number of Special Committees of the Association. Each chairperson of a standing Committee must be a Member of the Board of Directors. A Committee chair may only be removed by the President with the advice and consent of the Board of Directors. The chairperson of each Committee is responsible for recruiting Members in Good Standing to serve on such Committee and thereafter must report to the Board of Directors. The six standing Committees are known as the Security Committee, the Maintenance and Beautification Committee, the Deed Restrictions Enforcement Committee, the Architectural Control Committee, the Technology Committee, and the Publications Committee.

- A. The Security Committee acts as liaison to the hired security provider(s), coordinates all matters as needed to maintain and monitor all security issues on behalf of the Association, and reports all security information to the Board of Directors. The committee must meet every other month (or more often, if required).
- B. The Maintenance and Beautification Committee receives and submits all proposals for improvement projects within the Willow Meadows subdivision to the Board of Directors, with its recommendation thereof, for final consideration by the membership. The Maintenance and Beautification Committee maintains the "Yard of the Month" program, and refers any deed restriction matters to the Deed Restrictions Enforcement Committee.
- C. The Deed Restrictions Enforcement Committee, of which the Vice- President is an *ex-officio* member, receives and processes all alleged violations of the Restrictions. The Committee patrols the subdivision regularly, reports on observed violations, receives the complaints of alleged violations, investigates and recommends to the Board of Directors such action, including (if appropriate) formal legal action as the Committee may deem

necessary in order to enforce the appropriate deed restrictions. The Board of Directors may retain the services of an individual to serve as the Deed Restrictions Enforcement Representative. The Deed Restrictions Enforcement Representative shall actively examine the neighborhood for violations, and report said violations to the Deed Restrictions Enforcement Committee.

- D. The Architectural Control Committee, in compliance with Article II of the Restrictions, is in charge of reviewing all required plan submissions given to it or to any officer and must communicate as required to the residential applicant approval or denial of the submitted plan.
- E. The Publications Committee is responsible for managing the publication of the Willow Meadows Newsletter and securing and monitoring advertising. The Committee receives and reviews all submissions for publication by the Association, with editorial oversight by the President.
- F. The Technology Committee is responsible for promoting the public image of the Association through the oversight of the design, maintenance, and updating of the Willow Meadows website. The Committee shall actively solicit content from the Board and Association, with editorial oversight by the Board of Directors.

SECTION 3. The term for each Committee chair begins on January 1 of the next Fiscal Year beginning after the December General Meeting and ends on December 31 of that Fiscal Year or at the time a new Committee chair is appointed in accordance with Article VII, Section 2.

SECTION 4. If a vacancy of any chair of a standing Committee occurs, the Board of Directors must appoint a Member in Good Standing to fill such vacancy for the unexpired term.

SECTION 5. Situations may require activation of recurring special committees such as the following: (1) the Deed Restrictions Revisions Committee, (2) the By-Laws Revisions Committee, (3) the Financial Review Committee, or (4) special committees. The Vice President shall keep apprised of issues relevant to the three recurring and any other special committees. The Vice President shall coordinate the maintenance of the Policies & Procedures Manual in an effort to ensure that its contents are sufficient to handle WMCC processes not otherwise spelled out in either the Deed Restrictions, By-Laws, or other governing documents.

ARTICLE VIII. Omitted

ARTICLE IX. Rules of Order

SECTION 1. Robert's Rules of Order, Revised, determines the conduct of business at all meetings of the Association, its governing bodies and Committees, except where inconsistent with these By-Laws.

SECTION 2. When situations require urgent action between meetings, the Board of Directors or Committees may act on a motion by e-mail, subject to the terms of the Texas Property Code.

SECTION 3. At the direction of the President or the Board of Directors, a professional Parliamentarian may be hired who will advise on all questions of procedure and will see that the Association's General or Special Meetings are conducted according to these By-Laws.

ARTICLE X. Amendments to the By-Laws

SECTION 1. These By-Laws may be amended at any General or Special Meeting.

SECTION 2. A copy of the proposed amendment(s), accompanied by a proxy and absentee ballot, must be sent via first class U.S. Mail to all Members, as recorded in the latest version of the Association's database, at least ten (10) to sixty (60) days prior to the General or Special Meeting at which the amendment is submitted for a vote. Discussion of the proposed amendment(s) must be held at a General or Special Meeting prior to the mailing of the proposed amendment(s) and proxy and absentee ballot to the Members.

SECTION 3. Each Member may complete the proxy and absentee ballot and return it to the address provided by the Association. The proxy or absentee ballot must be received by the Association prior to the call for the ballots. A separate ballot must be provided at the meeting for each Member who chooses to vote at the meeting instead of by mail. Members must vote on the proposed amendment(s) either by the proxy, absentee ballot, or by the ballot provided at the meeting. No other form of ballot or proxy will be accepted.

SECTION 4. An amendment must be approved by a two-thirds majority of the votes cast by Members present in person or by proxy or absentee ballot.

SECTION 5. The Elections Committee is responsible for counting the votes on the proposed amendment(s).

ARTICLE XI. Expenditures

SECTION 1. All expenditures of funds of the Association for operations must be in accordance with the approved budget. Committee expenditures greater than \$100.00 must be approved by committee motion in accordance with the committee's budget. The motion must be approved by at least three committee members. Expenditures less than \$100.00 can be made by the committee chair. Non-budgeted or miscellaneous non-committee expenditures must be approved by the Board. All capital expenditures must be approved by the Board.

SECTION 2. The Treasurer or individual(s) designated by the Board must present proposed budgets for the coming Fiscal Year to the Board for approval at the October or November Board meeting and then to the Members at the December General Meeting. The proposed budgets, accompanied by a proxy and absentee ballot, must be sent via first class U.S. Mail to all Members at least ten (10) to sixty (60) days before the December General Meeting. Each Member may complete the proxy or absentee ballot and return it to the address provided by the Association or give the proxy or absentee ballot to another Member for delivery to the Association at the General Meeting. The proxy or absentee ballot must be received by the Association prior to the call for the ballots. A separate ballot must be provided at the meeting for each Member who chooses

to vote at the meeting instead of by mail. Members must vote on the proposed budget either by the proxy, absentee ballot, or the ballot provided at the meeting. No other form of ballot or proxy will be accepted. A budget must be approved by a majority of the votes cast.

SECTION 3. If the proposed operating budget is not approved, the budget, at the beginning of the fiscal year and until a new budget is approved, shall be the same amount as the current budget.

SECTION 4. *Omitted*

SECTION 5. The Board of Directors may authorize emergency expenditures deemed necessary to protect the welfare of the Association. All such expenditures must be disclosed to the Members at the next General or Special Meeting following the expenditure, if they have not previously been disclosed by Publication. The Board of Directors may not authorize an emergency expenditure greater than the amount existing in the Association's cash reserve.

SECTION 6. A budget may be amended by a vote of the Members. A copy of the proposed amendment, accompanied by a proxy and absentee ballot, must be sent via first class U. S. Mail to all Members at least ten (10) to sixty (60) days before the December General Meeting. Each Member may complete the proxy or absentee ballot and return it to the address provided by the Association. The proxy or absentee ballot must be received by the Association prior to the call for the ballots. A separate ballot must be provided at the meeting for each Member who chooses to vote at the meeting instead of by mail. Members must vote on the proposed budget either by the proxy, absentee ballot, or ballot provided at the meeting. No other form of ballot or proxy will be accepted. The amendment must be approved by a majority of the votes cast.

SECTION 7. The Board may approve charitable, non-political donations to be made to nonprofit organizations in a reasonable amount for any purpose that the Board deems to be in the best interest of Members of the Association.

ARTICLE XII. Bonding

SECTION 1. The Board must procure Fidelity Bonding on behalf of the Association for the faithful accounting of such funds, with surety or sureties satisfactory to the Board. The Fidelity Bonding must be specifically on the behalf of all Directors and/or employees that have financial signature authority or who handle WMCC's receivables or payables.

ARTICLE XII. Insurance

SECTION 1. The Board must budget for and maintain a policy of insurance, the premium of which must be paid for by the Association, which indemnifies each Board member for any liability resulting from the exercise and performance of duties of that Board member's office. The Board may procure other insurance for the benefit of the Association as deemed necessary.

ARTICLE XIV. Enforcement of Deed Restrictions

- SECTION 1. It is the duty and obligation of the Board, by and through its authority under the Restrictions, to enforce, fairly and consistently, alleged violations of the Restrictions.
- SECTION 2. All alleged violations of the Restrictions, except instances when the only violation is non-payment of the annual assessment, must be processed in a timely and efficient manner with the order of enforcement being as follows: (1) contact, or attempt to contact, the alleged violator in person or by phone requesting that they cure the violation and send follow-up letter by first class U.S. Mail; (2) if no response within seven days, mail letter by first class U.S. Mail and by certified U.S. Mail, return receipt requested; (3) if the homeowner fails to respond within the time period established in the Deed Restrictions, mail letter again by same means stating that no satisfactory and immediate response will result in handing matter over to retained counsel for prosecution upon approval by the Board of Directors; (4) once referred to retained counsel, counsel sends letter requesting compliance; and (5) if still no satisfactory response, counsel will file a lawsuit seeking abatement of the violation in any court located in Harris County, Texas. Each member, in accordance with the Texas Property Code, is entitled to a hearing regarding an alleged violation of the Restrictions by the Member. Under no circumstances may the Board retain counsel on a contingency fee basis.
- SECTION 3. If a Member has failed to pay his or her annual assessment as of the due dates established in the Restrictions and has not turned in a deferral form as established in these By-Laws at Article III, Section 3, the Board must seek to secure payment in the following manner: (1) mail letter to the Member with past due statement by first class U.S. Mail and by certified U.S. Mail, return receipt requested; (2) if still no response from the member, mail letter to the Member again by same means stating that no response will result in handing matter over to retained counsel for prosecution; (3) once referred to retained counsel, counsel sends letter to the Member requesting compliance; (4) if still no response, counsel will timely file a claim in a Harris County Justice of the Peace Court; (5) upon a favorable judgment from the Court, the Board shall then request an "Abstract of Judgment" from the court clerk, which document evidences the judgment; (6) the Board will request the sheriff to serve a "Writ of Execution" on the Member; (7) if no payment, the Abstract of Judgment will then be filed of record in the Official Public Records of Real Property for Harris County and shall be paid upon transfer of title of the property. As necessary, the Board shall extend the lien period in order to prevent the lien from lapsing. Under no event may the Board retain counsel on a contingency fee basis and any fees recovered from the Member may not exceed one hundred (100) percent of the amount owed to the Association, including court costs and interest. The Board is prohibited from seeking a non-judicial or judicial foreclosure of any lot solely for non-payment of the annual assessment.

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 72.00

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

**Declaration of
Covenants, Conditions and Restrictions**

**WILLOW MEADOWS
SUBDIVISION**

JULY 15, 1998

Preamble The residential community known as WILLOW MEADOWS subdivision, in Harris County, Texas, does hereby amend and modify the restrictions, covenants, and conditions for all sections to bring about uniformity in the regulation of said residential community:

WILLOW MEADOWS being a subdivision of approximately 279.0476 acres of land inclusive of Sections One (1) through Eighteen (18) out of the J. D. Owen Survey, Abstract 612, in Harris County, Texas, according to the maps or plats thereof filed for record in the office of the County Clerk of Harris County, Texas under County Clerk's File No.1441771, 1450531, 1485973, 1520050, 1541365, 1556307, 1591903, 1608332, 1653300, 1653883, 1674198, 1674199, 1693024, 1693020, 1693023, 1783098, 1816495, 1816496, and 1819111.

The owners in the residential community known as WILLOW MEADOWS subdivision, desiring to carry out a uniform plan for the improvement, development, sale, and use of all of the land in said WILLOW MEADOWS subdivision for the benefit of the present and future owners, do hereby covenant and agree with each other to adopt the following amended reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, occupancy and conveyance of all lots in WILLOW MEADOWS subdivision, and each contract or deed which has heretofore been, or may hereafter be executed with regard to any of the lots in said WILLOW MEADOWS subdivision shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, conditions, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, conditions, easements, liens and charges are set out in full in said contract or deed.

ARTICLE I GENERAL PROVISIONS

I.01 Definitions

(A) Subdivision - shall mean the WILLOW MEADOWS subdivision, as described by those certain tracts of land known as Willow Meadows, Sections One (1) through Eighteen (18), as defined out of the J.D. Owens Survey, Abstract 612, in Harris County, Texas.

(B) Association - shall mean the Willow Meadows Civic Club, Inc. its successors and assigns. The Association is elected according to its By-laws and is the governing body of the community. The Association has the power to interpret and enforce all provisions in this amended declaration of the covenants, conditions, and restrictions. The Association's decision on enforcement and interpretation of the amended declaration of covenants, conditions, and restrictions shall be conclusive and binding on all parties. The Association can employ any individuals, professionals, or managers to assist it in enforcing the amended declaration of covenants, conditions, and restrictions, and

carrying out its responsibilities as stated in this amended declaration of covenants, conditions, and restrictions.

(C) Owner - shall mean the legal title holder of record, whether one or more persons or entities, of any portion of the property, including owners who have contracted to sell any property and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" as used in these restrictions is further defined to include the heirs, executors, personal representatives, administrators, devisees, and assigns of any Owner, and all other persons, firms, or corporations, acquiring or succeeding to the title of the Owners by sale, grant, will, foreclosure, execution or by any legal process, or by operation of law or in any other legal name.

(D) Vote - Each lot, as recorded on the most recent plat, will have only one vote, to be cast by the Owners.

(E) Eligible Voters - shall mean a WILLOW MEADOWS subdivision lot Owner in good standing in the community, i.e., no Association liens on the property, all Association fees current, no deed restriction violations, and no costs and attorney fees are owed to the Association.

(F) Property - shall mean: (a) that certain real property first hereinabove described; and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(G) Lot - shall mean the Lots described in the preamble hereto, as well as building sites resulting from re-subdivision or consolidation of such lots. All Lots shall be used for one single family residential dwelling, with the exception of Lots 1, 2, and 3 in Block 14, Section Three (3), which may also be used for school, church or medical purposes . In the event of a consolidation of Lots, a Pro-rata assessment will be sent by the Association based on the number of Lots consolidated.

(H) Developed Lot - shall mean a Lot with any improvement on it and with utilities installed and ready to furnish utility service to such Lot.

(I) Undeveloped Lot - shall mean any Lot which is not a developed Lot.

(J) Restrictions - shall mean those certain covenants, conditions, reservations, easements, restrictions hereinafter set forth.

(K) Declaration - The Amended Declaration of Covenants, Conditions, and Restrictions for those certain tracts of land known as WILLOW MEADOWS, Sections One (1) through Eighteen (18), as defined out of the J.D. Owens Survey, Abstract 612, in Harris County, Texas.

(L) Board - The Board of Directors of the Willow Meadows Civic Club, Inc., as defined by the Willow Meadows Civic Club, Inc. By-laws.

(M) His/Her - The use of the term his/her is gender neutral.

(N) Extended Family Member - The use of the term extended family member shall mean any individuals that are related to each other by consanguinity or affinity.

I.02 Enforcement : The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association to enforce any covenant, reservation, condition, easement, lien, charge or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

I.03 Severability: Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

I.04 Duration: The provisions of this Declaration, shall run for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to Section I.05.

I.05 Amendment Process: This Declaration may be amended, by an instrument signed by a simple majority of the total Eligible voters (as defined in I.01 (E)). No person shall be charged with notice of or inquiry with respect to any amendment until it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

I.06 Books and Records: The books, records, and papers of the Association shall, with reasonable notice and a proper purpose stated in writing, be subject to inspection by any Owners during reasonable business hours. The Articles of Incorporation, By-laws of the Association and this Declaration shall be available for inspection by any Owner at the home/office of the current Association President.

I.07 Interpretation: If within this Declaration any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the other provisions, general purposes, and objectives of this Declaration shall govern.

I.08 Omissions: If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

I.09 Notices: Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner in the records of the Association at the time of such mailing.

I.10 Violation of Declaration: Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Declaration, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Attorney fees, court costs, expenses, and interest at the maximum lawful rate, and other costs incurred by such enforcement, before or after a lawsuit is filed, shall be a lien on the property and the personal obligation of the Owner violating or intending to violate these Restrictions. Such enforcement may be by the Association or by any Owner. The failure of any person entitled to enforce this Declaration, to enforce the same, shall in no event be deemed a waiver of the right to enforce this Declaration by such Owner or other Owners thereafter.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

II.01 Purpose The purpose of “ARTICLE III, RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS” is to enhance property values by requiring conformity with certain standards of construction, quality, and uniformity of visual appearance and design. The Board shall, if necessary, enforce such architectural covenants concerning remodeling or new construction after a report and recommendation by a committee known as the Architectural Control Committee (ACC). The ACC will be comprised of member(s) as designated from time to time by the Board of Directors of the Willow Meadows Civic Club, Inc. All other allegations of violations of covenants will be referred to the Deed Restrictions Committee.

II.02 Responsibilities No building or improvement shall be erected, placed or altered on any Lot until two complete copies of all building plans and specifications and a plat showing the location of any such building or improvement or alteration have been submitted in writing to the ACC, and approved in writing by the ACC, as to conformity with the subdivision standards, the uniform plan of the subdivision, quality of construction, harmony of external design and color with existing buildings in WILLOW MEADOWS subdivision, and as to location of the building or improvement with respect to topography and finished ground elevation. For purposes of this section (Section II.02), submission shall be deemed to have been made when the submission has been deposited in the United States Mail, Registered or Certified, Return Receipt Requested, postage prepaid, or hand delivered to one of the persons serving as a committee member of the ACC and a receipt is issued for the submission. The ACC will recommend approval or disapproval of the design and location of any building or improvement or alteration to the Board of Directors of the Willow Meadows Civic Club, Inc. However, the final decision

rests with the Board. Approval or disapproval by the Board must be given within 30 days after plans, specification, plat, design, and location of any such building, improvement, or alteration have been submitted to the ACC. Failure by the Board to approve or disapprove within 30 days after such submission will negate the need for approval unless before the expiration of such 30-day period, a lawsuit has commenced because the building or alteration has already been completed or a lawsuit to enjoin the erection of such building or making of such alteration has commenced.

ARTICLE III

RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS

III.01 Buildings and Improvements:

(A) **Buildings:** No building shall be constructed on any Lot in WILLOW MEADOWS subdivision Sections 1-18 other than one detached single family dwelling. Buildings shall not exceed two and one half (2 ½) stories in height and 35 feet overall above grade or 100-year flood plain, whichever is greater. All new homes must include a private garage for the storing of a minimum of two (2) but no more than three (3) cars and cannot exceed two (2) stories. Detached garages shall not exceed twenty-five (25) feet in height and must conform to the general architectural look of the rest of the house. Carports will be allowed only if they conform with the exterior surface of the house and are incorporated into the body of the house under the roof of the house itself or into the body of the garage if the garage is detached and to the rear of the house, and if they are approved by the ACC. Quarters for servants, extended care providers or extended family members are permitted; the Owner shall not, however, lease only a portion of the residence or garage to people other than those mentioned above.

(B) **Square Footage:** No new or remodeled main residential building shall be placed on any Lot in Sections 1-17 unless its living area has a minimum of 2,000 square feet of floor area, exclusive of porches, patios, breezeways, atriums, and garages. Any lot in Section 18 requires a house with a minimum size of 2,500 square feet of floor area, exclusive of porches, patios, breezeways, atriums, carports, and garages. The maximum house footprint area (not including porches, patios, breezeways, atriums, carports, and garages) cannot exceed 40% of the lot size. Any finished space above the second story shall not exceed five hundred (500) square feet.

(C) **Aerial Easements:** An unobstructed aerial easement five (5) feet wide, from a plane 20 feet above the ground upward, located adjacent to all utility easements shown on the recorded plat of said subdivision shall be dedicated on all lots.

(D) **Building Location:** No main residence building or other improvement shall be located nearer to the front lot line or nearer to any side street property line than the building setback lines shown on the recorded plat of WILLOW MEADOWS

subdivision. In any event, no building or other improvement shall be located on any Lot nearer than twenty-five (25) feet from the front lot line nor nearer than ten (10) feet to any side street line. A new or remodeled one (1), and one and one half (1 ½) story home (defined as a home with a second story where the square footage does not exceed 50% of the first story) shall not be located nearer than five (5) feet to any side lot line of any residential lot. Any entirely new two (2), or two and one half (2 ½) story home shall not be located nearer than seven (7) feet from any side lot line of any residential lot. A one (1) story wing of a two (2) or two and one half (2 ½) story home shall not be located nearer than five (5) feet to any side lot line of any residential lot. No new one (1), and one and one half (1 ½) story home may be constructed nearer than fifteen (15) feet of the rear lot line, and no new two (2), or two and one half (2 ½) story home may be constructed nearer than twenty (20) feet of the rear lot line. A new garage building shall not be located nearer than three (3) feet to any side lot line or five (5) feet to any rear lot line of any residential lot, with the exception of corner lots where the ten (10) foot side street setback shall be respected. Mechanical equipment is permitted within the side and rear setbacks. Roof overhangs shall not extend more than two (2) feet over building setback lines.

One outbuilding, not to exceed 200 square feet and one story, may be permitted in the back yard, subject to building setback lines stated above. Temporary outbuildings, defined as those which are less than 100 square feet and one story, are not subject to building setback lines. All outbuildings will be permitted only behind opaque fences of six (6) feet height minimum; and the height of the outbuilding shall not exceed ten (10) feet.

(E) Lot size: No residential building shall be erected, placed or permitted on any residential lot which has an area and width less than the full size residential lots as shown on the recorded plat of WILLOW MEADOWS subdivision; however, nothing herein shall be construed to restrict against constructing a residence on more than one lot. Re-subdivision of a multiple lot into individual lots as recorded on the plat are subject to written approval by the Board. In the event of any such re-subdivision, the provisions herein relating to the location of improvements with reference to the building setbacks of any Lot shall apply to the setbacks of each building site created by any such re-subdivision.

(F) Exterior Wall Specifications: The main residential structure shall not contain less than fifty-one (51%) percent brick, brick veneer, stone, stone veneer or stucco. No building shall be constructed of any material not intended for exposure to exterior elements.

(G) Additions/Temporary Residence Restrictions: No trailer, camper, tent, shack, unconverted garage or other outbuilding on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be used as a residence, temporarily or permanently. No mobile homes, modular homes or manufactured homes are allowed in this subdivision.

(H) Roofing Materials: All new or replacement roofs shall be constructed from fire retardant roofing material with a rated life of twenty (20) years or greater. No wood shingle roofs shall be used on any buildings. Gravel roofs shall be permitted only for existing homes where the pitch of the roof is less than 3 in 12 (also known as 25% pitch).

(I) Fences, Walls and Hedges: No fence, wall, pergola or other detached building shall be erected or maintained on any part of any Lot in front of the front building line of any lot. No hedge or bush taller than two feet shall be planted, grown or maintained within ten (10) feet of the street which may obstruct views and endanger the safety of individuals. The good side of all fences (the flat flush side) must face the street. Upon replacement, any fence facing West Bellfort shall be eight (8) feet high and constructed from a style of wood material approved by the ACC, with a good side facing the street. No fence shall be higher than ten (10) feet.

(J) Swimming Pools and Spas: All swimming pools, spas, jacuzzis, and hot tubs shall be located within a permissible fenced enclosure and not encroach on any utility easement. Moreover, swimming pools, spas, jacuzzis, and hot tubs shall at all times comply with the City of Houston Code of Ordinances, Chap. 43, Article II (Pools for Swimming and Bathing). If it is necessary to have water in a swimming pool during construction, then a construction fence sufficient to prohibit entry by children shall be provided. All swimming pools, spas, jacuzzis, hot tubs, kiddie pools, fountains, and other water containing objects shall be kept clean and maintained in compliance with Code of Ordinances, Sec. 43-20 to prevent odor and breeding of mosquitoes and other pests. In the event that a swimming pool, spa, jacuzzi, or hot tub is in violation of this ordinance and a county or city department with jurisdiction issues a citation to the Owner for violations of this or other ordinances, the Owner must correct the violation within thirty (30) days or the time period specified in the violation, whichever is later. If the Owner fails to comply with the remedy specified in the citation within the specified time period, the Board or its agents may enter on to the property, without being liable for trespass, for appropriate maintenance and/or cleaning of swimming pools, spas, and other water containing objects. The costs associated with maintenance and/or cleaning of swimming pools, spas, and other water containing objects incurred by the Association due to the Owner's failure to properly maintain the swimming pools, spas, and other water containing objects, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such cost for maintenance and/or cleaning of swimming pools, spas, and other water containing objects born by the Association is made.

(K) Exterior Lighting: Any exterior lighting for decorative or security purposes shall not be directed toward neighbor's property, public streets or thoroughfares. If exterior lighting is an annoyance to neighbors, the Owner shall place an appropriate shadowing device on the light.

(L) Exterior Antennas: Exterior television antennas, radio antennas or satellite dishes must be placed in the back yard or on the back portion of the house, with minimal or no visibility from the frontage street. This restriction is not meant to interfere with the

reception of an acceptable quality signal for satellite antennas less than one meter in diameter and multi-point distribution service antennas less than one meter. All antennas that presently exist at the time that this Amendment is passed do not have to be removed; however, if the owner or resident replaces the antenna, the replacement antenna installed shall be in compliance with this Amendment.

(M) Business Restrictions: Any business, commercial or professional activity on any Lot or in any building thereon, which disturbs the exclusively residential character and tranquillity of WILLOW MEADOWS subdivision is prohibited. Prohibited activity is defined as any such activity which creates disruptions and/or is a nuisance to the neighborhood or any such activity that can be seen, heard or smelled by persons outside the Lot or building. Indications of such prohibited activity, by way of example, shall include but not be limited to noise, visible storing of supplies or equipment, increased pedestrian or vehicle traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals, odors, lights, radio signals, or discharges of non-household wastes into the sewage system. Prohibited activity includes, but is not limited to, the following: stores, public offices, licensed day care, hospitals, clinics, hotels, motels, boarding houses, and vehicle repair businesses or any illegal activity. The foregoing Restrictions shall not be construed in such manner as to prohibit a resident from (a) keeping his or her own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence, because such uses are expressly declared customarily incidental to the principal residential use and are not in violation of said Restrictions. The Board has the authority to interpret and enforce the provisions concerning business restrictions.

(N) Single-Family Dwelling: All dwellings shall be for single-family residential use, except Lots 1, 2, and 3 in Block 14, Section Three (3). No dwelling shall be used as a boarding house, dormitory or any other form of multi-family dwelling. Any owner will be in violation of the Declaration if any quarters are being used by anyone other than servants, extended care providers or extended family members.

(O) Garage Sales: There may be no more than two garage sales per calendar year conducted on any Lot. Such garage sales may not last longer than four (4) days. A "garage sale" shall include "patio sales," "porch sales," "estate sales," "driveway sales", "yard sales" or any other type of sale.

(P) Miscellaneous: Clotheslines and drying of clothes shall not be permitted in front or on the sides of houses.

III.02 Water and Sewage:

(A) Connections and Restrictions: No water well, cistern, septic tank or cesspool shall be permitted on any Lot, and the Owner of each Lot shall be required to use the water and sewer services provided by the Houston Public Utility District.

III.03 Maintenance and Appearance:

(A) Exterior Maintenance: Each Owner of a Lot in WILLOW MEADOWS subdivision shall maintain the Lot and improvements in good physical condition. Exterior maintenance shall include, but not be limited to, painting and repairs to brick, roof, windows (including window treatments visible from the street), siding, shutters, gutters, garage doors, walkways, driveways, and curbs so as to preserve a neat, safe, and attractive and well- maintained appearance. Well-maintained is defined as: 1) all coated surfaces are maintained so that bare or raw surfaces are not exposed; 2) all roofing is maintained in suitable condition so that moisture cannot enter the building and no exposed tar paper or tarps may be used; and 3) all damage caused by storm, fire, flood, moisture, insects or accident of any type is repaired and restored back to original condition within a time period not exceeding six (6) months from the later of either (i) the date such damage occurred or (ii) receipt of notification from the Board. Additionally all regular exterior maintenance should be completed in a timely manner.

(B) Exterior Appearance of Yards: Grass, living ground cover, shrubs, and flower beds shall be cut, trimmed, edged, and weeded on a regular basis so as to maintain a neat, well-maintained appearance. This is the obligation of the Owner of the Lot at his or her expense. Street gutters along Owner's property line shall be kept clean. All grass clippings and other maintenance debris shall be discarded in a proper and timely manner in accordance with applicable City of Houston, Code of Ordinances. Maintenance of trees, shrubs, and plants extending across the property line are the responsibility of the Owner. If the Lot is not maintained in compliance with the City of Houston Code of Ordinances, and a county or city department with jurisdiction issues a citation to the Owner for violations of this or other ordinances, the Owner must correct the violation within thirty (30) days or the time period specified in the violation, whichever is later. If the Owner fails to comply with the remedy specified in the citation within the stated time period, the Board may enter on to the Lot, without being liable for trespass, to hire a third party to do the maintenance work and subsequently charge the Owner. The costs associated with maintenance of an Owner's lot that is incurred by the Association due to the Owner's failure to properly maintain their lot, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot.

(C) Unsuitable storage and trash: Yards shall at no time be used for storage of materials and equipment except for normal residential requirements or due to remodeling or improvements on the property. Nothing should be stored upon a lot in violation of either state or city of Houston ordinances, nor where it is visible from the street. In the event of default on the part of the Owner or occupant in observing the above requirements, continuing after ten (10) days written notice, the Board has the authority without being liable for trespass, to hire a third party to remove garbage, trash, unacceptable materials, etc. to secure compliance with this declaration. The costs associated with the removal of garbage, trash, unacceptable materials, or any other items, that is incurred by the Association due to the Owner's failure to properly remove the garbage, trash, unacceptable materials, etc., together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall

be a continuing lien upon the lot. In the event materials, equipment or trash are stored in violation of the City of Houston Code of Ordinances and a county or city department with jurisdiction issues a citation to the Owner for violations of this or other ordinances, the Owner must correct the violation within ten (10) days or the time period specified in the violation, whichever is later. If the Owner fails to comply with the remedy specified in the citation within the stated time period, the Board may enter on to the Lot without being liable for trespass, to hire a third party to do the maintenance work and subsequently charge the Owner. The costs associated with maintenance of an Owner's lot that is incurred by the Association due to the Owner's failure to properly maintain their lot, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot.

All trash and recycling materials may only be put out in compliance with City of Houston Code of Ordinances. Regular garbage and recycling bins shall be stored unobtrusively.

(D) Signs: The only signs allowed between the front of the residence and the street are (1) real estate signs, (2) construction signs, and (3) other temporary signs. Real estate signs (e.g. "For Sale" signs) shall not exceed nine (9) square feet in size. Up to two (2) construction signs, not to exceed nine (9) square feet each, may be permitted on the front lawn for only the period of the construction. Temporary signs, such as political signs, shall not exceed six (6) square feet, shall not be set up more than thirty (30) days in advance of the event and shall be removed within forty-eight (48) hours after conclusion of the event. Small warning signs on residences, fences, etc., such as home address signs, "No Soliciting", "Beware of Dog", security signs, etc., are permissible provided that they are not unsightly .

(E) Parking of Cars and Other Vehicles: Residents' car(s) and other vehicles shall be parked in the garage or on the concrete portion of the driveway and shall not be parked on the grass portion of any Lot. No vehicle may be parked on any driveway or street unless it is fully operable and is currently licensed and inspected. Sidewalks shall not be obstructed by parked vehicles. Visitors of residents may park a camper, trailer, or other recreational vehicle, van, etc., in the resident's driveway for a continuous period not to exceed up to ten (10) days.

(F) Repairing of Cars and Other Vehicles: Only repairs or maintenance of cars and other vehicles which may be completed in ninety-six (96) hours are allowed in a resident's driveway. Only repairs of an emergency nature are allowed on the street in front of the residence.

(G) Storage of Trailers and Other Vehicles: No trailer, camper, boat, boat trailer, bus, truck larger than a pickup, recreational vehicles, camper tops, trailer trucks shall be kept or stored permanently within WILLOW MEADOWS subdivision except within a garage or in such a place that is out of view from any public street or adjacent Lot. No semi-trucks or associated trailers may be stored at any time in WILLOW

MEADOWS subdivision. Out of view shall be considered behind the twenty-five foot set back from the front of the lot and a ten foot side set back on corner lots. Inoperable or disabled vehicles or machinery of any type must be kept in a garage. Operative boats and recreational vehicles may only be semi-permanently stored on driveways in front of the 25 foot setback. Semi-permanently shall be defined as no more than seven (7) days during any calendar month.

III.04 Animals and Pets:

(A) Types of Animals: Consistent with the City of Houston, Code of Ordinances, no animals or pets other than dogs, cats or other common household pets shall be kept on any Lot, and not more than three (3) pets shall be kept outdoors on the premises. All animals, including all cats and all dogs, are subject to leash laws of the City of Houston and Harris County. In no event shall any dangerous, wild or farm animals be kept on any Lot or within any building or cage.

(B) Other Responsibilities: Owners of animals are responsible for the disposal of the animals' waste.

III.05 Annoyances, Nuisances and Illegal Activity:

(A) Nuisance: No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(B) Noise/Other Activity: No loud or offensive noise, including but not limited to, that from barking dogs or other animals, sound systems, musical instruments, motorcycles or other vehicles, shall be allowed. Noise associated with necessary and routine building and lot repairs, maintenance and upkeep is allowed during normal working hours of 7 a.m. to 7 p.m..

(C) Sale of Alcohol/Controlled or Illegal Substances: No alcohol, beverages containing alcohol, or any controlled or illegal substance shall ever be sold or offered for sale on any Lot in WILLOW MEADOWS subdivision, and said premises shall not be used for any illegal purposes, or for any purposes in violation of any applicable law, regulation or any building or fire code.

(D) Reporting of Violations: All violations of III.05 shall be reported to the contracted security patrol or Houston Police Department.

III.06 Drilling and Mining:

(A) Drilling and Mining Restrictions: No drilling, oil development operations, oil refining, gas recycling, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall wells of any type, tanks, tunnels, mineral excavations or shafts be

permitted upon any Lot; and no derrick or other building designed for use in drilling or boring for oil or gas shall be erected, maintained or permitted on any Lot.

ARTICLE IV ENFORCEMENT

IV.01 Severability: Should any one or more of the Restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court possessing appropriate jurisdiction, the same shall in no way affect the remainder of the Restrictions contained herein not directly affected by such final judgment, and the remainder of such Restrictions shall remain in full force and effect.

IV.02 Rights to Prosecute: The Association, as represented by the Board, its successors, and assigns, or any other person(s), business entity, or trust or guardianship owning a Lot in WILLOW MEADOWS subdivision shall have the right to prosecute any action at law or inequity that it or they deem advisable and to enjoin any violation or attempted violation of any of the Restrictions contained herein, and to prosecute the same against the person or persons, firm or corporation, trust or guardianship in violation or attempting to violate the same. Violation of any Restrictions herein shall give the Association, its successors, and assigns, the right to enter upon the property where such violation exists after a specified time contained in a written notice to the Owner and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass or theft. The costs that are incurred by the Association due to the Owner's violation of the Restrictions, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot.

IV.03 Rights of Mortgagee, Trustee or The Association: Any violation of any of the Restrictions set out above shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust, or the assignee of any mortgagee, trustee or guarantor under any such mortgage or Deed of Trust outstanding against the lot covered by any such mortgage or Deed of Trust at the time the Restrictions may be violated.

IV.04 Covenant for Assessment The lien for annual assessment or charges and special assessments for all the sections of WILLOW MEADOWS subdivision shall be as follows:

(A) Each Owner of each Lot owned within WILLOW MEADOWS subdivision, hereby covenants and agrees (by acceptance of a deed, whether or not it shall be so expressed in such deed), and each future Owner of any Lot, shall be deemed to so covenant and agree to pay to the Association annual assessments. Such assessments shall be established and collected as hereinafter provided. The annual assessment, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorney fees,

shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest at the maximum lawful rate, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

(B) Furthermore, each such Owner who violates these Restrictions shall pay any costs incurred by the Association to enforce or correct violations of these Restrictions, including but not limited to, (1) pool and yard maintenance and/or repair charges; (2) demolition costs; (3) expenses; (4) court costs; and (5) reasonable attorney fees.

IV.05 Purpose of Assessment: The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners in WILLOW MEADOWS subdivision, to maintain common areas whether in existence presently or to be acquired in the future, and facilities, to hire independent contractors, and to otherwise protect property values in WILLOW MEADOWS subdivision.

IV.06 Maximum Annual Assessment: Until January 1 of the year immediately following the passage of this Amended Declaration of Covenants, Conditions, and Restrictions, the maximum annual assessment shall be \$150 which was the approved rate at the time these deed restrictions become effective.

From and after January 1 of such year, the annual assessment may be increased in a given year by an amount not in excess of ten percent (10%) of the assessment for the previous year by approval of a simple majority of the Eligible Voters present at a meeting of the Association, appropriately announced in advance by written notice. The annual assessment may be increased in a given year by an amount greater than 10% only by a 2/3 majority of the Eligible Voters present at a meeting of the Association. In the event an Eligible Voter is unable to attend the meeting, that person's vote may be transmitted in writing to the Association's President or Vice President in advance of the meeting.

IV.07 Notice for any Action Authorized under Section IV.06: Written notice of any meeting called for the purpose of taking any action authorized under Section IV.06 shall be mailed to all Eligible Voters not less than thirty (30) days but not more than sixty (60) days in advance of the meeting.

IV.08 Manner of Assessment: All Lots in WILLOW MEADOWS subdivision, whether improved or not, shall bear their applicable assessment. If any Lots are combined for the purpose of one residence, the Lots will be assessed as one Lot. If any Lots are re-subdivided, the Owner will be responsible for paying the assessments for each Lot as if they had not been re-subdivided.

IV.09 Date of Commencement of Annual Assessments (Due Dates): The annual assessments provided herein commenced as to all Lots in WILLOW MEADOWS subdivision, on the first day of January of the year immediately following the passage of the original declarations for the sections of WILLOW MEADOWS subdivision, and

thereafter the Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every residence subject thereto. The Association, upon demand and for reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not deny a request for such certificate to any party who in the Board's judgment has a legitimate reason for requesting same.

IV.10 Hardship: Any Owner who is a full time resident of WILLOW MEADOWS subdivision may make a written application for hardship deferral of the Annual Assessments to the Board on the appropriate form provided for said written application. The deferral shall not eliminate the obligation to pay the Annual Assessment, but merely provide a postponement of payment until such time as the house is sold or the Owner, or surviving spouse of the Owner, dies and the house passes ownership in probate or trust, at which time the Association may collect all years of hardship deferred Annual Assessments, and shall have the right to a lien on the property for the assessments that are due at such time.

IV.11 Effect of Nonpayment of Assessment: Remedies of the Board: Payment of assessment must be accomplished in one of the following ways:

- a. within 60 days after the annual assessment notice is received;
- b. if written option is acknowledged by obligor, 1/2 of the assessment within 60 days after the annual assessment notice is received, and the remaining 1/2 assessment by the following August 1st.

Any assessment not paid within sixty (60) days after the due date set by the Association is delinquent and shall bear interest from the due date until paid. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved, or both, and interest, costs, and reasonable attorney fees may be added to the amount of such assessment and also constitute the lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area, if any, or abandonment of the Lot and/or premises.

IV.12 Subordination of Lien to Mortgages: The lien of the Annual Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No

sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

TRANSITION RULES

IV.13 New Buildings and Improvements: After the effective date of these Restrictions all new buildings, improvements, repairs, or repainting etc. must conform to all of these Restrictions.

IV.14 Existing Buildings and Improvements: Existing permanent buildings that are in place when these Restrictions become effective will not have to be changed until they have to be replaced, repaired, and the like. The following are examples of the types of violations that will not have to be changed to conform to these Restrictions until the buildings are replaced, repaired, etc.:

- * Square footage requirements
- * Setback lines and building location requirements
- * Roofs
- * Building additions or modifications
- * Driveways
- * Fences and Walls

ACTIVITIES

IV.15 Restricted Activities: Under no circumstance will activities that violate these Restrictions be permitted. As examples of these activities the following is a non-exclusive list of some of the types of violations that shall not be permitted. This list includes, but is not limited to:

- * Business activities violations
- * Improper storage or parking of boats, trailers, cars etc.
- * Requirements for fencing and cleaning of pools
- * Requirements for exterior maintenance and appearance
- * Noise violations
- * Animal and pet violations
- * Health and safety violations

IV.16 Enforcement: The Association has the authority to interpret and enforce the Restrictions above.

IV.17 Additional Restrictions: Under no circumstances will any building, activity or condition, that disturbs the residential tranquillity of WILLOW MEADOWS subdivision, or presents a risk to the health or safety of the members of the WILLOW MEADOWS subdivision, or presents a risk to the health or safety of the members of the WILLOW MEADOWS subdivision community or of the general public, be allowed.

**Willow Meadows Civic Club, Inc.
Deed Restriction/General Complaint Form**

Complete the following form to notify the Willow Meadows Civic Club, Inc. (WMCC) Board of all complaints regarding potential deed restriction violations or other neighborhood issues. This completed form should be mailed to: Willow Meadows Civic Club, Inc., P.O. Box 35551; Houston, Texas 77235.

You must indicate the nature of the complaint by checking a box below:

☐ **Potential Deed Restriction Violation** ☐ **General Complaint**

Your Name: _____ **Date:** _____

Your Address: _____

Telephone Nos.: _____
(home) (work) (facsimile)

Nature of Complaint. *Be specific with names, addresses, dates, and other relevant detail. Attach any evidence such as photographs, names of eyewitnesses, logs documenting prohibited activity, and any other evidence that proves the violation is occurring.*

Deed Restriction(s) Violated. *Indicate which deed restriction provision is potentially being violated. A copy of the deed restrictions is provided in your 1999 WMCC Directory.*

Page No. _____; Article No. _____; Provision No. _____

Your Signature: _____

Attachments? Yes / No

WILLOW MEADOWS CIVIC CLUB
P.O. Box 35551
HOUSTON, TEXAS 77235
WWW.WILLOWMEADOWS.ORG

Map of Willow Meadows Neighborhood

