

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODBRIIDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
WYLIE, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodbridge Townhomes Homeowners Association, Inc. Wylie, Texas, executed by HDC Management, LLC, a Texas limited liability company, as Controlling Declarant, were filed of record on August 3, 2020, under Collin County Clerk’s Instrument No. 20200803001234830 in the Official Public Records of Collin County, Texas (the “*Declaration*”); and

WHEREAS, the Declaration affects certain tracts or parcels of real property in the City of Wylie, Collin County, Texas defined as “Property” in the Declaration and more particularly described on Exhibit B-1 of the Declaration and Exhibit B-2 and

WHEREAS, pursuant to Section 1.27 of the Declaration titled **Definitions** and Section D.3.4(v) of Exhibit D titled **Amendment**, Controlling Declarant may amend these Declaration by the recording of an instrument executed and acknowledged by: (i) Declarant; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Declarant Control Period) or Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by all Members of the Association. No amendment will be effective without the written consent of Declarant, or its successors or assigns, during the Declarant Control Period.

WHEREAS, at the time of this Amendment, the Declarant Control Period has not expired or lapsed; and

WHEREAS, the following Amendment to the Declaration has been approved by the Controlling Declarant; and

WHEREAS, certain recently enacted statutory laws purport to override or void provisions in the Association’s governing documents and Controlling Declarant desires to amend the Declaration to comply with

said statutory laws and incorporate those certain Certified Board Resolutions #1, #2, #3, #4, #5 and #6 that have been duly adopted by the Board of Directors of the Association and are attached hereto as Exhibit "A".

NOW, THEREFORE the Declaration is hereby amended as follows:

- A. All Certified Board Resolutions attached hereto as Exhibit "A" and made a part of this First Amendment are incorporated in their entirety into the Declaration of Covenants, Conditions and Restrictions.
- B. In the event of a conflict between any provisions of the Declaration of Covenants, Conditions and Restrictions and this First Amendment, the provisions of the First Amendment shall control.
- C. All other terms and conditions of the Declaration are hereby ratified and shall remain in full force and effect.

SIGNED AND ACKNOWLEDGED

SIGNED on this 13th day of November, 2023.

CONTROLLING DECLARANT: HDC Management, LLC
a Texas limited liability company

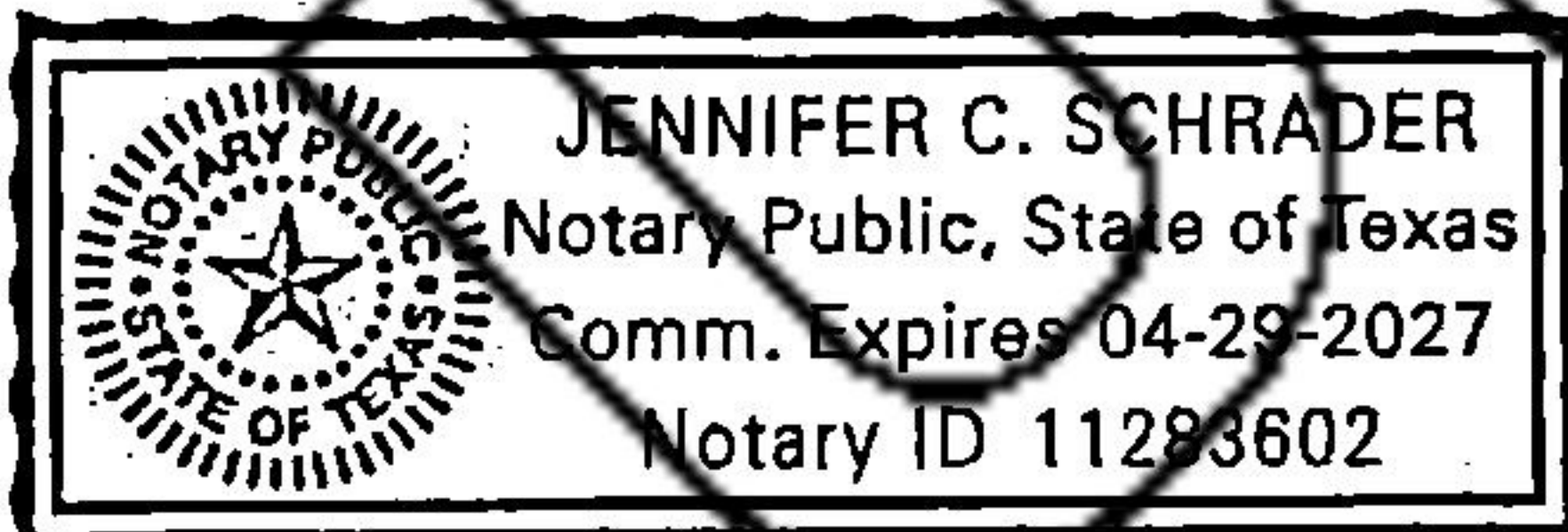
By: _____
Daryl F Herzog
Its: Member

STATE OF TEXAS

COUNTY OF Collin

Before me, a notary public, on this day personally appeared Daryl Herzog, Member of HDC Management, LLC, the Controlling Declarant for Woodbridge Townhomes Homeowners Association, Inc. a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this 13th day of November, 2023.



Jennifer C. Schrader
Notary Public, State of Texas

(Personalized Seal of Notary)

After Recording Return To
Anthony Natale
Grenadier Investments, Inc.
5000 Quorum Drive, Suite 555
Dallas, Texas 75254

EXHIBIT "A"

Unofficial

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WOODBRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

#1 ADOPTING DOCUMENT RETENTION POLICY

The undersigned, Tony Boland, as the duly elected, qualified and acting Secretary of the Woodbridge Townhomes Homeowners Association, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on October 14th 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

ADOPTION OF DOCUMENT RETENTION POLICY

WHEREAS, Section 209.005(m) of the Texas Property Code (the "Code") provides that the Association must adopt and comply with a document retention policy that includes, at a minimum, the items specified in Section 209.005(m) of the Code; and

WHEREAS, the Board desires to adopt such a document retention policy as required under Section 209.005(m) of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the document retention policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

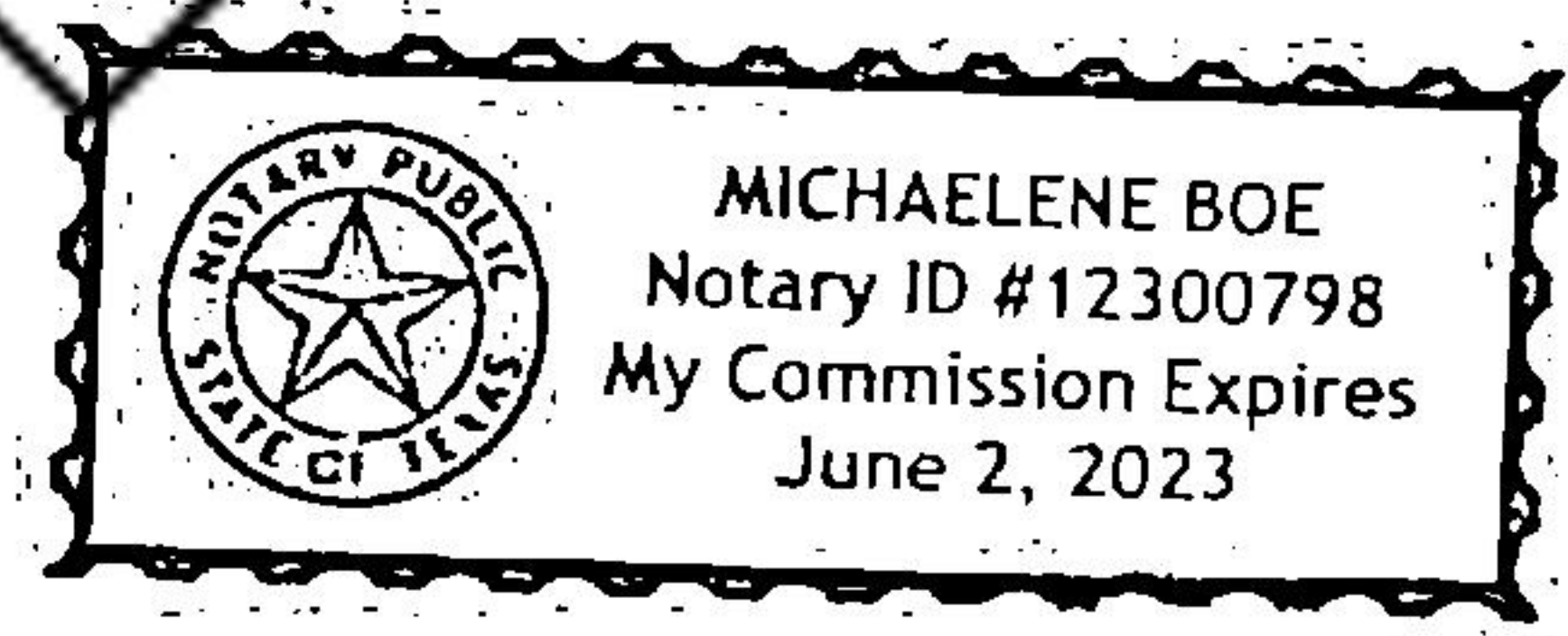
By: Tony Boland
Printed Name: Tony Boland
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 26 2021, by Tony Boland, Secretary of the Woodbridge Townhomes Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Michaelene Boe
Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Chelsea Baker
Goodwin & Co.
2425 N. Central Expwy., Ste 500
Richardson, TX 75080

EXHIBIT "A"**DOCUMENT RETENTION POLICY****1. INTRODUCTION****1.1 Scope**

This Document Retention and Destruction Policy (this "Policy") applies to the Woodbridge Townhomes Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), the Association's manager (the "Manager"), the Association's employees and the Association's Board of Directors (the "Board").

Documents and records maintained by the Association's legal counsel are not subject to this Policy.

1.2 Purpose

This Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's books, records and other documents in the Association's possession and to ensure that the Association adheres to legal and business requirements in an efficient and cost-effective manner. For purposes of this Policy, the term "Records" means any documentary material which is generated or received by the Association in connection with transacting its business or is related to the Association's legal obligations. The Records include, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROMs.

1.3 Policy

A. It is the Association's policy to maintain complete and accurate copies of Records. Records are to be retained by the Association for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Policy.

B. Records that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.

C. Unless otherwise directed by legal counsel, Records may be scanned and maintained in an electronic format.

D. The Manager, or in the event there is no Manager, the Association's Secretary, is responsible for ensuring that the Association's Records are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Policy.

1.4 Board Members

The Association does not require members of the Board to maintain any Records that were generated by the Association. However, if a Board member receives Records relating to the Association which were not generated by the Association or not received through the Association, the Board member must send the originals of such Records to the Manager or Secretary of the Association (as is applicable) to be maintained in the Association's books and records.

When a Board member ceases to be a Board member, such Board member shall turn over to the Manager or the Secretary of the Association (as is applicable) all Records and files relating to the business of the Association which are not otherwise in the Association's books and records.

1.5 Annual Purge of Files

The Manager or Secretary of the Association (as is applicable) shall conduct an annual purge of files from the Association's books and records. The annual purge of files is to be conducted during the first quarter of each calendar year.

1.6 Destruction Procedure

If the Records to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, such Records may be placed in a trash receptacle.

If the Records to be destroyed are not of public record, they should only be recycled if their confidentiality can be protected; otherwise, such Records should be destroyed in a manner that ensures the information contained thereon remains confidential.

1.7 Miscellaneous

Copies of any Records may be destroyed, provided that an original is maintained in the Association's books and records or is otherwise not required to be maintained pursuant to this Policy.

1.8 Onset of Litigation

At the onset of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Records potentially relevant to the dispute must be preserved.

At the direction of legal counsel, the Manager or Secretary of the Association (as is applicable) will advise the Board and any other person who may be in possession of Records of the matter and instruct them that all Records potentially relevant to such litigation must not be destroyed. At the conclusion of the litigation, as determined by legal counsel, the "hold" period will cease and the time periods otherwise provided in this Policy will recommence.

2. DOCUMENT RETENTION PERIODS

Set forth below is a chart detailing the required retention periods for Records of the Association. Records are grouped into five functional categories as set forth below. For purposes of this Policy, the term "Permanent" means that the retention period for that Record is for the life of the Association, and the term "Termination" means expiration of the term of the applicable Record. For example: "Termination + 4 years" means four (4) years beyond expiration of the term of such Record.

1.	Accounting Records	Retention Period
	Audit Reports	Permanent
	Chart of Accounts	Permanent
	Fixed Asset Purchases	Permanent
	General Ledger	Permanent
	Accounts Payable	7 yrs
	Account Receivable	7 yrs
	Expense Records	7 yrs
	Financial Statements (Annual)	7 yrs
	Inventory Records	7 yrs
	Loan Payment Schedules	7 yrs
	Tax Returns	7 yrs

2.	Bank Records	Retention Period
	Bank Reconciliations	7 Yrs
	Bank Statements	7 Yrs
	Cancelled Checks	7 Yrs
	Electronic Payment Records	7 Yrs
3.	Governing Documents and Corporate Records	Retention Period
	Articles or Certification of Incorporation, Bylaws, Declaration and other Restrictive Covenants, including any amendments	Permanent
	Rules and Regulations	Permanent
	Policies and Guidelines	Permanent
	Record of Actions of Board or Members taken by Written Ballot or Written Consent in Lieu of a Meeting	Permanent
	Record Meeting Notice Waivers	Permanent
	Business Licenses	Permanent
	Contracts – Major	Permanent
	Correspondence from Legal Counsel	Permanent
	Leases/Mortgages	Permanent
	Board Minutes and Resolutions	7 Yrs
	Committee Minutes	7 Yrs
	Member Meeting Minutes	7 Yrs
	Contracts - Minor	Termination + 4 Yrs
	Insurance Policies	Termination + 4 Yrs
	Account Records of Current Association Members	5 Yrs
4.	Employee Records	Retention Period
	Benefit Plans	Permanent
	Pension/Profit Sharing Plans	Permanent
	Employee Files (ex-employees)	7 Yrs
	Employment Taxes	7 Yrs
	Payroll Records	7 Yrs
	Employment Applications, Resumes, Ads, or Notices for Job Opportunities	3 Yrs
5.	Real Property Records	Retention Period
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Real Estate Purchases	Permanent
	Lease Payment Records	7 Yrs

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WOODBRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

#2 ADOPTING RECORDS PRODUCTION AND COPYING POLICY

The undersigned, Tony Boland, as the duly elected, qualified and acting Secretary of Woodbridge Townhomes Homeowners Association, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at the meeting of the Board held on October 14th, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

ADOPTION OF RECORDS PRODUCTION AND COPYING POLICY

WHEREAS, Section 209.005(i) of the Texas Property Code (the "Code") provides that the Association must adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information required by the Association's members in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board desires to adopt such a records production and copying policy as required under Section 209.005(i) of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the records production and copying policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

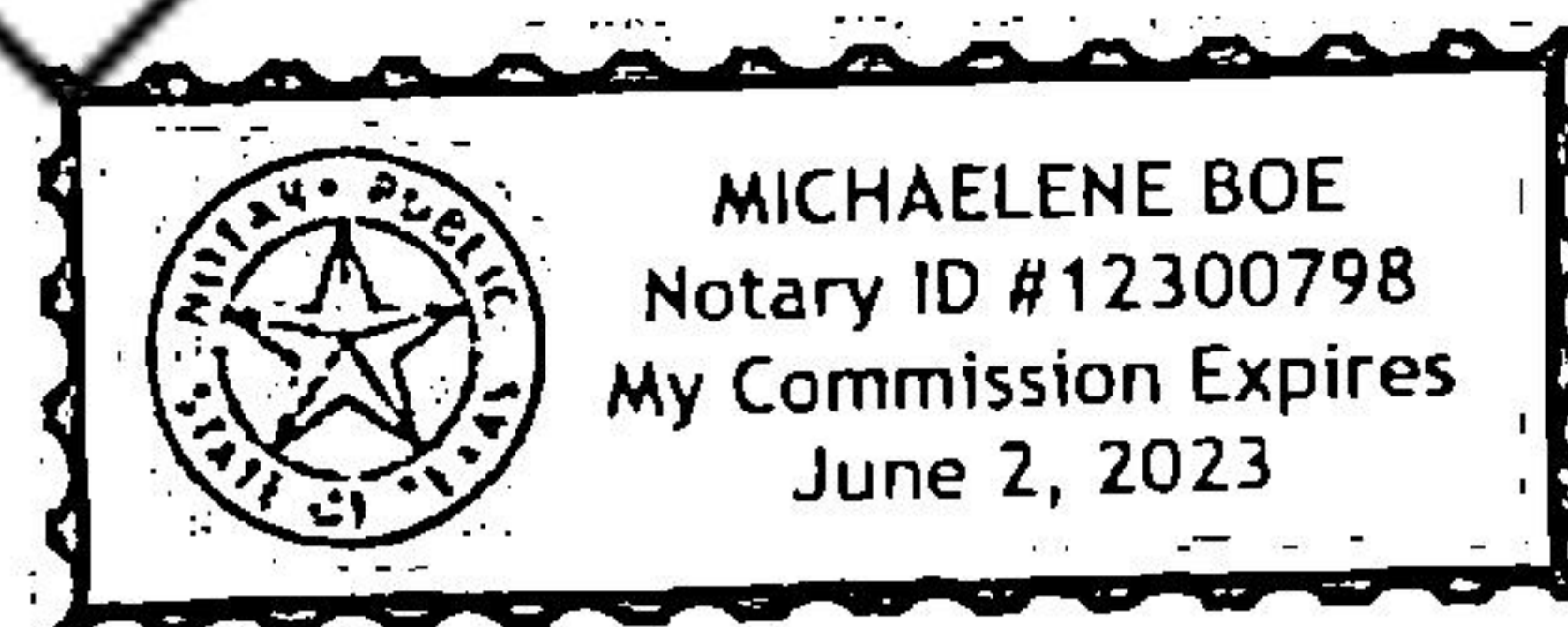
By: [Signature]
Printed Name: Tony Boland
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 26 2021, by Tony Boland, Secretary of the Woodbridge Townhomes Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[Signature]
Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Chelsea Baker
Goodwin & Co.
2425 N. Central Expwy., Ste 500
Richardson, TX 75080

EXHIBIT "A"**WOODBRIIDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.****RECORDS PRODUCTION AND COPYING POLICY****1. Books and Records subject to Production**

Woodbridge Townhomes Homeowners Association, Inc. (the "Association") will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a member of the Association or a person designated in a writing signed by the member as the member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Texas Property Code (the "Code"). A member is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a member or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files.

2. Procedures for Requesting Inspection and/or Copying of Associations Records**(A) Request for Information:**

To inspect or obtain copies of the Association's records, a member of the Association or his or her designated representative (collectively, "Requesting Party") must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current management certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being requested and 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 without any advance inspection.

(B) Inspection of Association's Books and Records:

If an advance inspection of the Association's books and records is requested, within 10 business days from the date the Association receives the written request for information, the Association will send to the requesting party a written notice specifying the location and alternative dates that such party may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within 10 business days from

its receipt of a request of information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within 10 business days from receipt of the request for information. In such event, the Association's written notice to the requesting party will notify the requesting party that the Association is unable to produce the information within 10 business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than 15 business days after the date of the Association's written notice to the requesting party.

If the requesting party wants to obtain copies of any of the books and records produced for inspection, the requesting party must identify the books and records at the inspection that the Association is to copy and forward to the requesting party.

(C) Copying of Association's Books and Records:

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within 10 business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the requesting party.

If the Association is unable to produce copies of such requested books or records within 10 business days from the written request or inspection, it will provide written notice to the requesting party of its inability to produce the requested books and records within 10 business days and will state a date by which such copies of such requested books and records will be produced to the requesting party, which may not be more than 15 business days after the date of such notice.

The Association reserves the right to produce the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. **Responsibility for Records Production and Copying Charges**

A member of the Association who, or whose designated representative, submits a request for information to the Association (the "**Requesting Member**") shall be responsible for the costs, expenses and charges incurred by the Association in responding to such request for information from such member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update or increase of such terms) (the "**Production and Copying Charges**"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

(A) Copy Charges:

(i) *Standard paper copy.* The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(ii) *Nonstandard copy.* The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(a)	diskette:	\$1.00;
(b)	magnetic tape:	actual cost;
(c)	data cartridge:	actual cost;
(d)	tape cartridge:	actual cost;
(e)	CD:	\$1.00;
(f)	DVD:	\$3.00;
(g)	JAZ drive:	actual cost;
(h)	other electronic media:	actual cost;
(i)	VHS video cassette:	\$2.50;
(j)	audio cassette:	\$1.00;
(k)	oversize paper copy:	\$.50;
(l)	specialty paper:	actual cost.

(B) Labor Charges:

The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(C) Overhead Charge:

Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.

(D) Remote Document Retrieval Charge:

If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge may be charged as provided above.

(E) Miscellaneous Supplies:

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(F) Postal and Shipping Charges:

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

4. Advance Payment of Production and Copying Charges

The Association requires advance payment of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by the Records Production and Copying Policy. Within 30 business days from the

date the requested information is delivered to the requesting party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information (“**Final Invoice**”).

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Member within 30 business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be reimbursed by the Requesting Member within 30 business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely reimburse the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member’s account as an assessment.

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**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WOODBRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.**

**#3 ADOPTION OF PROCEDURES AND GUIDELINES FOR
THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Tony Boland, as the duly elected, qualified, and acting Secretary of Woodbridge Townhomes Homeowners Association Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 14th, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declarations of Covenants, Conditions and Restrictions for Woodbridge Townhomes Homeowners Association, Inc.*, recorded as Document No. 20200803001234830 in the Official Public Records of Collin County, Texas, as may be amended from time to time (collectively, the "**Declaration**").

WHEREAS, Chapter 209 of the Texas Property Code imposes certain procedures for the denial of a property owner's application for architectural review of proposed construction or modification of an improvement and establishes procedures for appealing a denial of an application for architectural review to the Association's Board of Directors

WHEREAS, the Board desires to adopt procedures and guidelines for conducting architectural review of a property owner's application for proposed construction or modification of an improvement in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

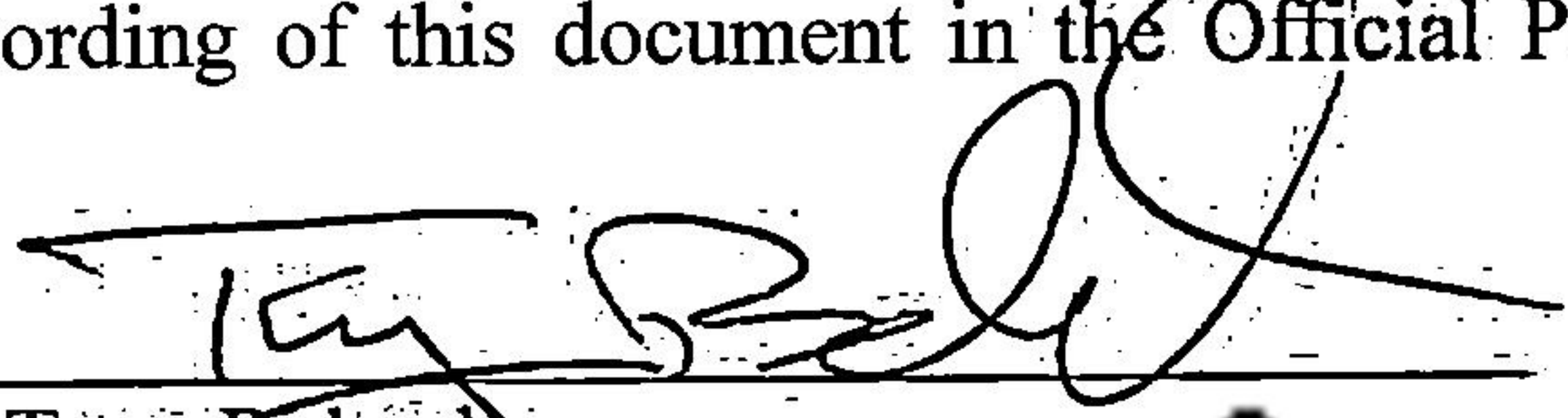
BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

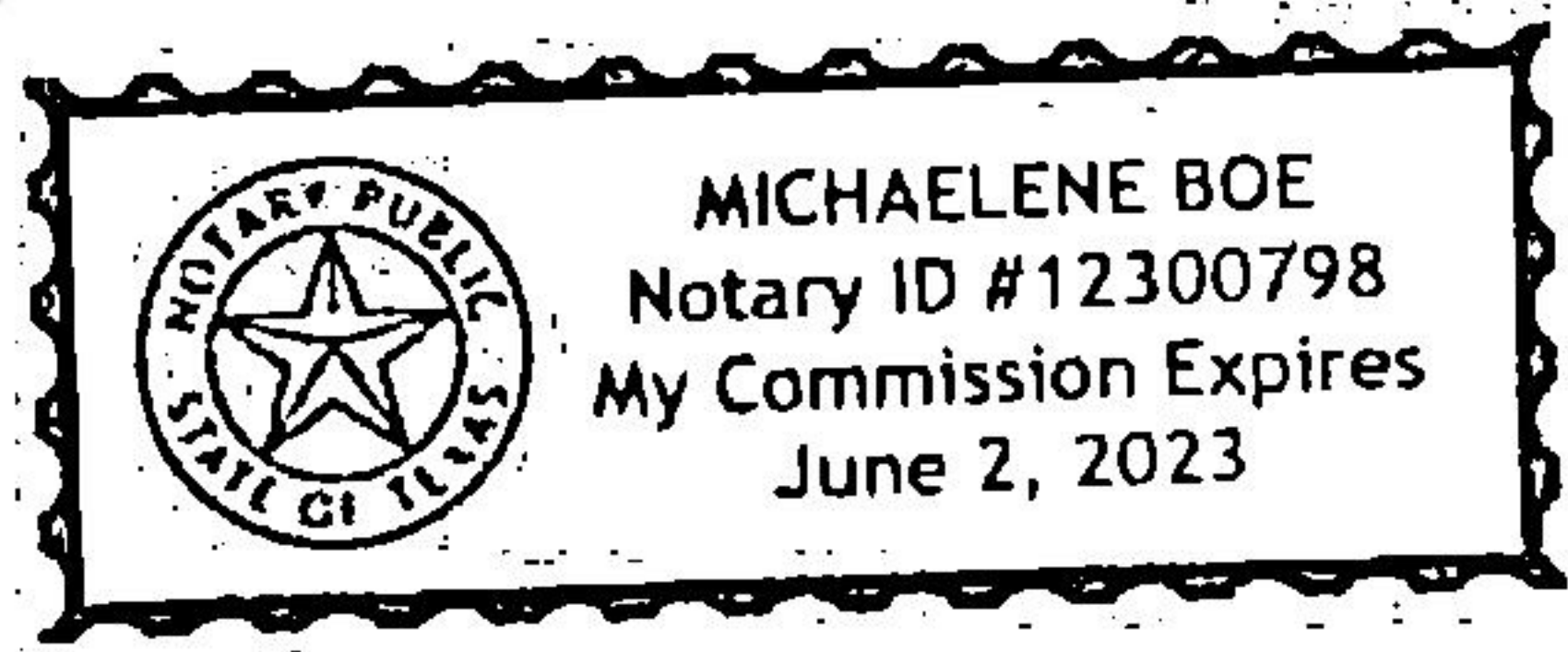

By: Tony Boland
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 26 2021, by Tony Boland, Secretary of Woodbridge Townhomes Homeowners Association Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Chelsea Baker
Goodwin & Co.
2425 N. Central Expwy., Ste 500
Richardson, TX 75080

EXHIBIT A

WOODBRIIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.**PROCEDURES AND GUIDELINES FOR
THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE****ARTICLE I
Introduction**

The architectural review of applications for construction or modification of improvements is a vital task for ensuring that improvements constructed in Woodbridge Townhomes Homeowners Association Inc. community (the "**Community**") are in compliance with the terms and provisions of the governing documents applicable to the community. Such task commonly involves a high degree of discretionary determinations, which may be scrutinized or disagreed with by others after the fact. In order to provide greater transparency and procedures for redress when property owners disagree with architectural review decisions concerning their property, the Texas legislature enacted Section 209.00505 of the Texas Property Code, which imposes new procedures for the denial of a property owner's application for architectural review and establishes procedures for appealing a denial of an application for architectural review to the property owners association's board of directors.

These procedures and guidelines are intended to assist the Architectural Control Committee, (the "**Architectural Committee**") in the review and approval or denial of an application for architectural review of proposed construction or modification of an improvement and, if applicable, the appellate review of a denied application (the "**Guidelines**"). The Guidelines have been prepared by the Cagle Pugh law firm specifically for the Architectural Committee and the Board of Directors (the "**Board**") of Woodbridge Townhomes Homeowners Association Inc., (the "**Association**") and are based on that certain *Declarations of Covenants, Conditions and Restrictions for Woodbridge Townhomes Homeowners Association, Inc.*, recorded as Document. No. 20200803001234830 in the Official Public Records of Collin County, Texas, as amended from time to time (collectively, the "**Declaration**").

**ARTICLE II
Purpose**

The purpose of the Architectural Committee is to serve as a "gate-keeping" function for the construction of improvements in a development. In most Declarations, property owners are required to submit an application for the construction of new improvements or the modification of existing improvements to the Architectural Committee for its review in advance of initiating construction, and the Architectural Committee is vested with exclusive discretion to determine whether such proposed construction of new improvements or modification of existing improvements is in compliance with the Restrictive Covenants applicable to the community. Often such task also involves a subjective determination as to whether the proposed construction is aesthetically attractive and harmonious with the other structures in the community. The authority to review and approve construction of new improvements and/or modifications to existing improvements is generally referred to as the "Architectural Review Authority."

**ARTICLE III
Improvements Requiring Approval of the Architectural Committee**

The necessity of obtaining approval from an architectural committee is derived from a land-use restriction contained in the dedicatory instruments applicable to the community. Such land-use restriction

EXHIBIT A

will often restrict property owners from constructing or modifying certain improvements, buildings and/or structures without the advance written approval of the architectural committee. The scope of items requiring approval of the architectural committee is specified by the dedicatory instruments applicable to the community.

The Declaration for the Community requires the following items to be submitted to and approved by the Architectural Committee:

No building, structure, landscaping, fence, wall, arbor, shade structure, roof or other improvement of any kind or nature shall be erected, placed, added, installed, modified, redecorated, or altered on any Residence until all plans and specifications have been submitted to and approved in writing by the Architectural Committee.

ARTICLE IV
Scope of Architectural Review Authority

The authority of the Architectural Committee to approve or deny a property owner's application to construct or modify an improvement is not without limitation. In a 1981 case law opinion, entitled *Davis v. Huey*, the Texas Supreme Court held that dedicatory instrument provisions requiring the submission of plans to and prior consent of an architectural committee before construction of improvements are valid "insofar as they furnish adequate notice to the homeowners of the specific restriction sought to be enforced" and that an architectural committee may not impose building restrictions upon property owners that are more stringent than those specifically set out in the dedicatory instruments through its discretionary authority to disapprove proposed construction projects. In other words, even if a dedicatory instrument vests an architectural committee with discretionary approval authority, the architectural committee is not permitted to alter or expand the specific building restrictions or to impose limitations on a property owner's construction or remodeling project that are more restrictive than the specific restrictions set out elsewhere in the dedicatory instrument. Thus, the scope of an architectural committee's review of an application for proposed construction or modification of an improvement is generally dictated by the express provisions of the dedicatory instrument establishing such committee, and an architectural committee may not exercise architectural review authority over characteristics of a proposed improvement that is not expressly within such scope of review.

The permitted scope of Architectural Review Authority by the Architectural Committee established by the Declaration is as follows:

1. To determine if the proposed improvements are in accordance with the Declaration.
2. To determine if the proposed improvements are in accordance with any Design Guidelines promulgated by the Architectural Committee.
3. To determine if the proposed improvements preserve and enhance the Property's value and architectural harmony.
4. To determine if the proposed improvements promote and ensure the level of taste, design, quality and harmony by which the Property is developed and maintained.
5. To determine if the proposed improvements are radical, curious, odd, bizarre, or peculiar in comparison to existing improvements.

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6. To determine if the quality of workmanship and materials of the proposed improvements is acceptable.

7. To determine if the proposed improvements are in conformity and harmony of the external design, color, location, shape, size, type and appearance of exterior surfaces and landscaping.

8. To determine if the proposed improvements are in observance of and in compliance with applicable setback lines and easement areas and the enhancement of aesthetic views and visual corridors to and from the Common Area.

ARTICLE V Variance Authority

It is very common for a dedicatory instrument to vest an architectural committee with the power to grant a property owner a variance from compliance with one or more of the land-use restrictions in the dedicatory instrument regarding construction or modification of an improvement. When such variance authority is granted to an architectural committee it may be limited to certain types of land-use restrictions or the architectural committee may be restricted from granting a variance except in limited circumstances where the architectural committee determines there is good cause or justification for allowing the deviation and such variance will not have an adverse impact on the community.

The Declaration does grant the Architectural Committee the authority to grant variances under the following circumstances:

The Architectural Committee may grant a Variance from compliance with any of the provisions of its Design Guidelines or the Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such Variance is justified.

If a Variance is granted, no violation of the covenants, conditions, or restrictions contained in the Declaration or the Design Guidelines will be deemed to have occurred with respect to the matter for which the Variance was granted. The granting of such Variance will not operate to waive or amend any of the terms and provisions of the Declaration or the Design Guidelines for any purpose except as to the particular Residence and in the particular instance covered by the Variance, and such Variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Declaration or the Design Guidelines. Any failure of the Architectural Committee to act upon a request for a Variance will not be deemed a consent to such Variance, and the Architectural Committee's written approval of all requests for Variances will be expressly required.

In addition, the Architectural Committee may grant conditional variances (i.e., variances that are conditioned upon the continued existence of certain conditions) or temporary variances (i.e., variances that expire upon the expiration of specified period of time or upon an event, such as the sale of the lot).

Each Variance must be evidenced in writing and must be approved by at least a Majority of the members of the Architectural Committee. Each Variance must be recorded in the records of the Association; provided however, that failure to record a Variance will not affect the validity thereof or give rise to any claim or cause of action against the Architectural Committee, the Declarant or its designee, the Association, the Board or their respective officers, directors, managers, members, employees, and agents.

ARTICLE VI Time Period for Review

EXHIBIT A

The Declaration provides that an application for architectural review must be completed and communicated to the requesting property owner (or his or her representative) within sixty (60) days from submission of the plans and specifications. Should the Architectural Committee fail to approve or disapprove the plans and specifications within this timeframe, the request shall be deemed to have been denied.

If the Architectural Committee does not have sufficient information from the requesting property owner to be able to approve an application within the specified time period to do so, the Architectural Committee should deny the application for such reason before the expiration of the deadline, request the additional information needed to perform a review of the application, and inform the requesting property owner that the application will be reconsidered by the Architectural Committee upon receipt of the requested information.

ARTICLE VII
Denial of an Application

Section 209.00505 of the Texas Property Code requires all denials of an application for construction or modification of an improvement to be in writing and delivered to the requesting property owner by certified mail, hand-delivery, or electronic delivery. The written denial must also (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (2) inform the property owner that he or she may request a hearing with the board of directors for the purpose of appealing the denial by the architectural committee on or before the thirtieth (30th) day after the date the written denial is mailed, hand-delivered or electronically delivered to the property owner.

Based on the permitted scope of Architectural Review Authority described above, an application may be denied by the Architectural Committee for one (1) or more of the following reasons:

1. The proposed improvements are not in accordance with the Declaration.
2. The proposed improvements are not in accordance with any Design Guidelines promulgated by the Architectural Committee.
3. The proposed improvements do not preserve and enhance the Property's value and architectural harmony.
4. The proposed improvements do not promote and ensure the level of taste, design, quality and harmony by which the Property is developed and maintained.
5. The proposed improvements are radical, curious, odd, bizarre, or peculiar in comparison to existing improvements.
6. The quality of workmanship and materials of the proposed improvements is not acceptable.
7. The proposed improvements are not in conformity and harmony of the external design, color, location, shape, size, type and appearance of exterior surfaces and landscaping.
8. The proposed improvements are not in observance of and not in compliance with applicable setback lines and easement areas and the enhancement of aesthetic views and visual corridors to and from the Common Area.

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A template letter for denial of an application that conforms to the Architectural Committee's scope of Architectural Review Authority under the Declaration and complies with the requirements of Section 209.00505 of the Texas Property Code is attached hereto as Exhibit A-1 and the Architectural Committee is strongly encouraged to use such template when denying a property owner's application for architectural review. The denial of an application letter should state all applicable reasons for the denial.

ARTICLE VIII Appellate Review by the Board

If a request for an appellate review hearing is timely received from a property owner, the Board must conduct an appellate review hearing not later than the thirtieth (30th) day after the date the Board receives the property owner's request and the Board must provide the property owner notice of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing.

During an appellate review hearing, the Board, or a designated representative of the Association, and the owner, or his or her designated representative, will each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction or modification of an improvement, and the changes, if any, requested by the architectural committee in the written denial provided to the property owner.

The Board or the property owner may request a postponement of the scheduled hearing. If requested, a postponement shall be granted for a period of not more than ten (10) days. Subsequent postponements may be granted by agreement of the parties. The Association and/or the property owner may make an audio recording of the appellate review hearing.

The Board is authorized to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning an application for construction of an improvement, as consistent with the Declaration. In other words, the Board is limited to the same scope of architectural review as the Architectural Committee.

EXHIBIT A-1

WOODBIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.

Architectural Control Committee

_____, 202_

[Insert Owner Name]

Via Certified Mail, Hand-Delivery, and/or
Electronic Delivery

RE: Denial of application for construction or modification of improvement at _____ (the
"Property") submitted to the Architectural Control Committee (the "Committee") on _____
202_ (the "Application")

Dear [insert owner name]:

Thank you for your submission of the Application. The Committee has denied the Application for
the following reasons:

- The proposed improvements are not in accordance with the Declaration.
- The proposed improvements are not in accordance with any Design Guidelines promulgated by the Architectural Committee.
- The proposed improvements do not preserve and enhance the Property's value and architectural harmony.
- The proposed improvements do not promote and ensure the level, design, quality, and harmony by which the Property is developed and maintained.
- The proposed improvements are radical, curious, odd, bizarre, or peculiar in comparison to existing improvements.
- The quality of workmanship and materials of the proposed improvements is not acceptable.
- The proposed improvements are not in conformity and harmony of the external design, color, location, shape, size, type and appearance of exterior surfaces and landscaping.
- The proposed improvements are not in observance of and not in compliance with applicable setback lines and easement areas and the enhancement of aesthetic views and visual corridors to and from the Common Area.
- The submitted Application failed to include information required by the applicable dedicatory instrument and/or requested by the Committee. Please provided the required/requested information and the Committee will reconsider the Application
- Other: _____

EXHIBIT A-1

[if applicable – add the following provision]

Notwithstanding the denial above, the Committee shall reconsider its denial and approve the Application on the following conditions:

Pursuant to Section 209.00505 of the Texas Property Code, you may request an appellate review hearing with the Board of Directors of Woodbridge Townhomes Homeowners Association Inc., (the “Board”). A request for an appellate review hearing must be delivered to the Board on or before the thirtieth (30th) day from the date this notice was transmitted to you at the following mailing and/or email address:

Sincerely,

[insert name]

[insert title]

UNOFFICIAL

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WOODBRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.**

**#4 ADOPTION OF PROCEDURES AND GUIDELINES FOR CONDUCTING
HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Tony Boland, as the duly elected, qualified, and acting Secretary of the Woodbridge Townhomes Homeowners Association Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 14th, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declarations of Covenants, Conditions and Restrictions for Woodbridge Townhomes Homeowners Association, Inc.* recorded at Document No. 20200803001234830 in the Official Public Records of Collin County, Texas, as may be amended from time to time (collectively, the "**Declaration**").

WHEREAS, Chapter 209 of the Texas Property Code requires the Board to conduct a hearing, if timely requested by a property owner, for the appellate review of negative architectural review determinations and before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, or report any delinquency of a property owner to a credit reporting service.

WHEREAS, the Board desires to adopt procedures and guidelines for conducting such hearings in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

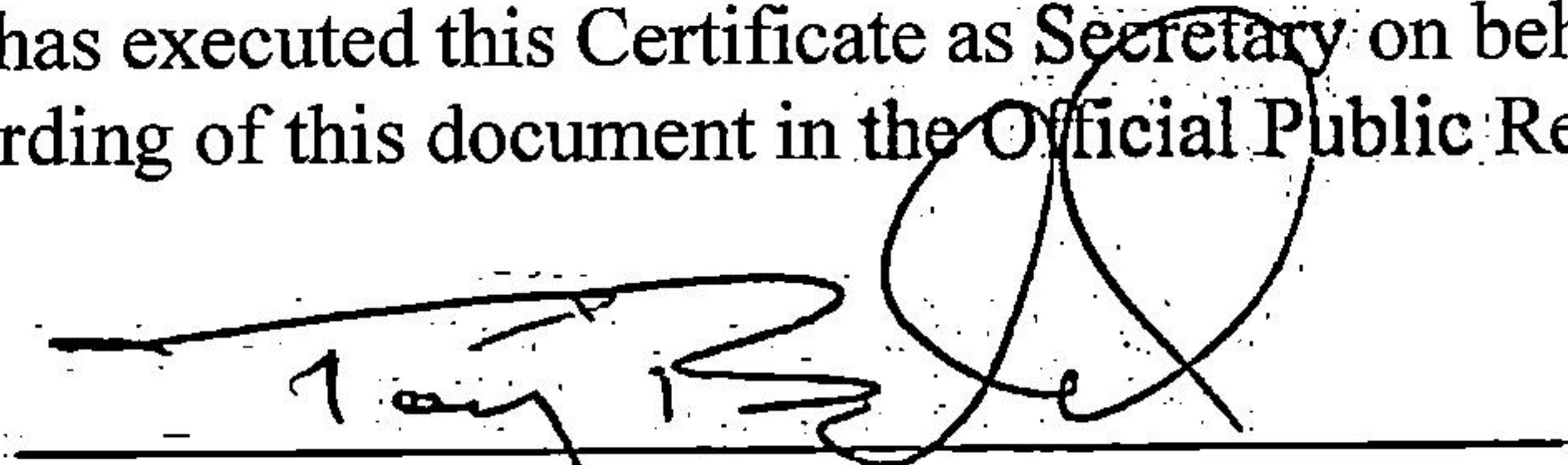
BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

**WOODBRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.
RESOLUTION ADOPTING PROCEDURES AND GUIDELINES FOR CONDUCTING
HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

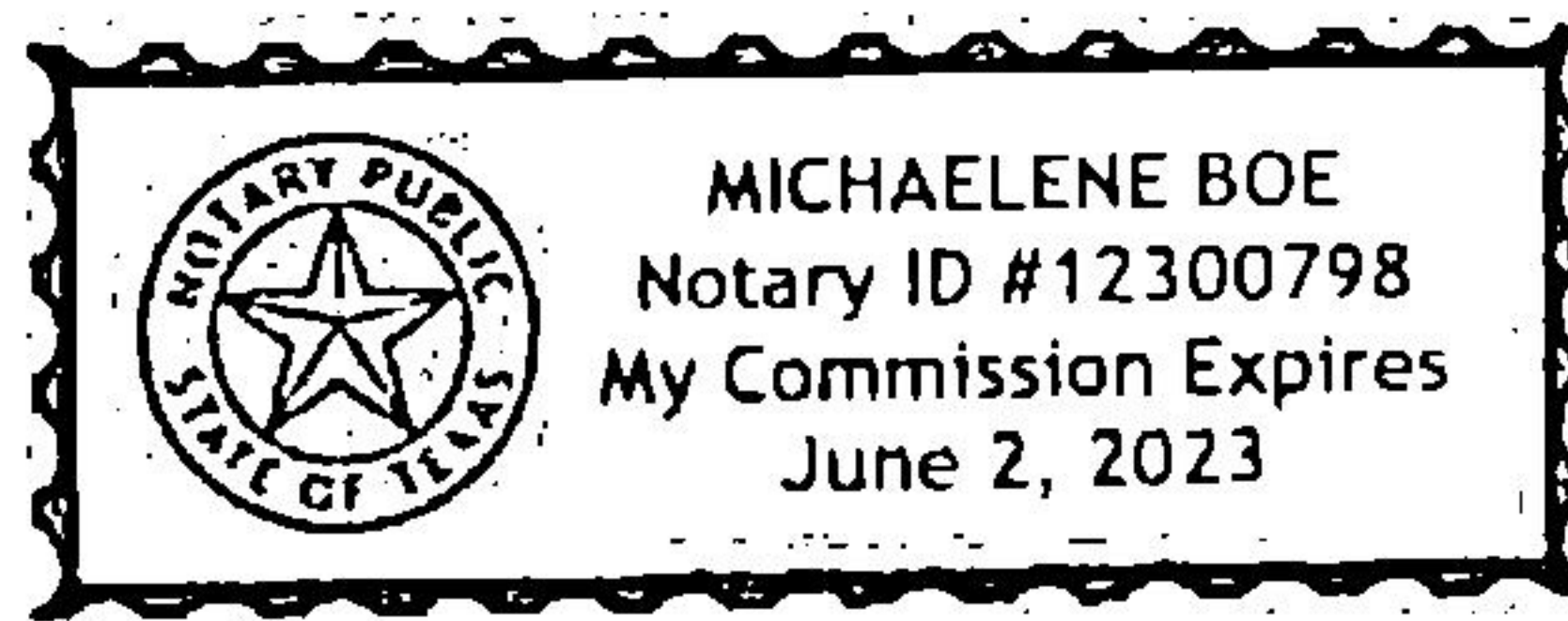

By: Tony Boland
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 26 2021, by Tony Boland, Secretary of Woodbridge Townhomes Homeowners Association Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Chelsea Baker
Goodwin & Co.
2425 N. Central Expwy., Ste 500
Richardson, TX 75080

EXHIBIT A

WOODBRIIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.**PROCEDURES AND GUIDELINES FOR CONDUCTING HEARINGS
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE****ARTICLE I****Introduction and Purpose**

Woodbridge Townhomes Homeowners Association Inc., a Texas nonprofit corporation (the “**Association**”) is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declaration of Covenants, Conditions and Restrictions for Woodbridge Townhomes Homeowners Association, Inc.* recorded as Document No. 20200803001234830 in the Official Public Records of Collin County, Texas, as may be amended from time to time (the “**Declaration**”).

Chapter 209 of the Texas Property Code imposes certain due process procedures that the Association must perform before it may enforce restrictive covenants and other terms and provisions of the Declaration. In particular, Section 209.006 of the Texas Property Code requires the Board to provide a property owner with a statutorily-mandated notice (the “**Chapter 209 Notice**”), and to conduct a hearing if timely requested by such property owner, before the Association may suspend a property owner’s right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, report any delinquency of a property owner to a credit reporting service, or hold a property owner liable of attorneys’ fees incurred by the Association associated with such enforcement action by the Association (a “**Chapter 209 Enforcement Hearing**”). In addition, Section 209.007 of the Texas Property Code imposes statutory procedures for providing notice of and conducting a Chapter 209 Enforcement Hearing.

In addition, the 2021 Texas legislature enacted Section 209.00505 of the Texas Property Code, which establishes authority for the appellate review by the Association’s Board of Directors (the “**Board**”) of negative architectural determinations made by the Association’s Architectural Control Committee (the “**Architectural Committee**”). Section 209.00505 also imposes statutory procedures for providing notice of and conducting a hearing by the Board for the appellate review of such architectural determinations (a “**Chapter 209 Architectural Review Hearing**”).

The purpose of these procedures and guidelines (the “**Guidelines**”) is to assist the Board in scheduling, providing notice of, and conducting Chapter 209 Enforcement Hearings and Chapter 209 Architectural Review Hearings in compliance with Chapter 209 of the Texas Property Code and to provide property owners requesting such hearings with notice of the procedures and guidelines that will govern such proceedings.

EXHIBIT A

ARTICLE II

Chapter 209 Architectural Review Hearings

2.1 Scope of the Board's Appellate Review Authority. Unless the Declaration provides otherwise, the Board's authority to conduct an appellate review of an architectural determination by the Architectural Committee shall be limited to a decision by the Architectural Committee denying an application or request by a property owner for the construction or modification of an improvement on the property owner's lot pursuant to Section 209.00505 of the Texas Property Code. The authority of the Board to review decisions of the Architectural Committee under Section 209.00505 does not extend to an approval of a property owner's application for the construction or modification of an improvement or a denial of a request for a variance from compliance with the provisions of the Declaration.

2.2 Requesting Appellate Review of an Architectural Determination. To be effective, a request for appellate review by the Board of an eligible architectural determination must be in writing and received by the Association within thirty (30) days from the date written notice of such architectural determination was mailed by certified mail, hand-delivered, or emailed to the property owner in compliance with Section 209.00505 of the Texas Property Code. The written request for appellate review must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request appellate review of an eligible architectural determination shall waive the Board's appellate review authority.

2.3 Scheduling and Notice of the Chapter 209 Architectural Review Hearing. The Board shall conduct a Chapter 209 Architectural Review Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for appellate review. The Board shall also provide the property owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Architectural Review Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request a postponement of the scheduled hearing date one (1) time each and, if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

2.4 Location of the Chapter 209 Architectural Review Hearing. A Chapter 209 Architectural Review Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. In addition, a Chapter 209 Architectural Review Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the

EXHIBIT A

appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue. Upon the agreement of the Board and the property owner, a Chapter 209 Architectural Review Hearing may be conducted at the property for which the architectural determinations at issue relate.

2.5 Attendance at the Chapter 209 Architectural Review Hearing. The Board and the requesting property owner may be represented by legal counsel at a Chapter 209 Architectural Review Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Architectural Review Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue.

2.6 Conduction of the Chapter 209 Architectural Review Hearing. At the Chapter 209 Architectural Review Hearing, the Board (or a designated representative of the Association) and the requesting property owner (or the property owner's designated representative) shall each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction of improvements, and the changes, if any, requested by the Architectural Committee in the written denial of such application or request. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-1. An audio recording of the Chapter 209 Architectural Review Hearing may be made by the Board or the property owner.

2.7 Appellate Review Ruling by the Board. The Board shall have the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of the Board's appellate review. Such authority shall include the power to modify or reverse decisions by the Architectural Committee previously approving components of the requesting property owner's application or request for the construction or modification of an improvement. The Board's ruling may be conditioned upon the property owner's agreement to modify the proposed construction or modification of the improvement at issue or upon the owner's agreement to other reasonable terms and conditions (such as installation of landscaping or screening). The Board may, but is not required to, state the basis for its determinations in the written ruling. Notwithstanding anything to the contrary, the Board's ruling shall be consistent with the terms and provisions of the Declaration and no architectural determinations made by the Board pursuant to its appellate review of the Architectural Committee's determinations may exceed the architectural review authority vested in the Architectural Committee by the Declaration. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Architectural Review Hearing. There shall be no further appeal or reconsideration of the ruling by the Board.

ARTICLE III

Chapter 209 Enforcement Hearings

3.1 Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30)

EXHIBIT A

days from the date written notice of a violation, property damage, fine, suspension of rights or intent to notify a credit reporting service is sent to the property owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.

3.2 Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for a hearing. The Board shall also provide the property owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

3.3 Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting property owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the property owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

3.4 Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting property owner a packet containing all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the "**Evidentiary Packet**"). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage or emailed to the requesting property owner at an email address provided to the Association by such property owner. A letter from the Board to the requesting property owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the

EXHIBIT A

Chapter 209 Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting property owner, the property owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the property owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. A template letter for providing notice of a Chapter 209 Enforcement Hearing and pre-hearing disclosure of the Evidence Packet is attached to these Guidelines as Exhibit A-2.

3.5 Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting property owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.

3.6 Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the property owner. The property owner (or the property owner's designated representative) may then present the property owner's information and issues relevant to the appeal or dispute. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-3. An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the property owner.

3.7 Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

EXHIBIT A-1

**OUTLINE FOR CONDUCTING A CHAPTER 209
ARCHITECTURAL REVIEW HEARING**

Note: A Director or Officer should act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer: “The Board of Directors has convened for the purpose of hearing an appeal by _____ of an architectural determination by the Architectural Committee denying an application or request for the construction or modification of an improvement. The hearing is being conducted as required by Section 209.00505 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve the matter at issue. The Board has the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of hearing.”

“The hearing will be conducted in three phases. First will be the Presentment of Facts, followed by a Discussion of Issues in Dispute, and then Proposal of Resolutions.”

“The Board of Directors would like to resolve the appeal at this hearing. However, the Board of Directors may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within ten (10) business days.”

II. Presentation of Facts:

Hearing Officer: “This portion of the hearing is to permit the appealing party the opportunity to present information related to the application for construction or modification of an improvement that was denied by the Architectural Committee. After which, the Board or a designated representation of the Association may present information concerning the basis for the Architectural Committee’s denial of the application or other information related thereto. Thereafter, the Board may permit the appealing party to present additional information if such information is relevant to issues raised during the presentation by the Board or the Association’s representative.”

“During the presentations, all parties are expected to be respectful and to not interrupt the party who is making a presentation. The Board members, however, may ask questions during a party’s presentation so long as it does not unreasonably disrupt the presentation.”

“Before beginning, the appealing party is requested to introduce any of his or her representatives or witnesses that will be participating in the presentation of facts.”

[Conduct Presentations]

EXHIBIT A-1

III. Discussion of Issues in Dispute:

Hearing Officer: “This portion of the hearing is to permit the Board of Directors and the owner to discuss factual issues or disputes relevant to the application for construction or modification of an improvement that was denied by the Architectural Committee. Discussion should be productive and designed to seek, if possible, an acceptable resolution that permits the appealing party to construct or modify the improvement at issue. An agreement may be conditioned upon the appealing party modifying the proposed construction or modification plan or the Board imposing other reasonable conditions or concessions that may address or mitigate issues of concern. The Hearing Officer retains the right to conclude this portion of the hearing at any time.”

IV. Proposal of Resolutions:

Hearing Officer: “This portion of the hearing is to permit discussion between the Board of Directors and the appealing party regarding the final terms for the approval of the application to construct or modify an improvement if a resolution was agreed upon during the discussion phase of the hearing.”

If no settlement is agreed upon, the Hearing Officer may: (1) request that the Board of Directors enter into executive session to discuss its ruling on the appeal; (2) request that the Board of Directors take the matter under advisement and adjourn the hearing; or (3) advise the appealing party of the Board of Directors’ decision and adjourn the hearing.

EXHIBIT A-2

WOODBRIIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.

_____, 202_

Via [mail, hand-delivery, and/or email]

Re: Notice of hearing and pre-hearing disclosure of evidentiary packet concerning violation(s) of the restrictive covenants [or unpaid assessments] related to _____ (the "Property")

Dear _____:

Woodbridge Townhomes Homeowners Association Inc. (the "Association") is in receipt of your request for a hearing with the Board concerning the restrictive covenant violation(s) [and/or unpaid assessments] related to the Property (the "Enforcement Matter").

The hearing on the Enforcement Matter will be conducted at _____ m on _____, 202_ at _____ [by Zoom video conference at the following link].

If you cannot attend the scheduled hearing, you are entitled to one postponement. Please notify the Association of your request for a postponement and the hearing will be rescheduled for a new date within ten (10) days from the original scheduled date and an email address that may be used to notify you of the new hearing date. You can request a postponement by sending an email to the following email address: _____.

In addition, enclosed with this notice is a packet containing all the documents, photographs, and/or communications relating to the Enforcement Matter that the Association intends to introduce at the hearing. [The Association does not intend to introduce any documents, photographs, or communications at the hearing.]

Sincerely,

EXHIBIT A-3

OUTLINE FOR CONDUCTING A CHAPTER 209 ENFORCEMENT HEARING

Note: A Director or Officer should act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer: “The Board of Directors has convened for the purpose of hearing an appeal by _____ from a determination by the Association that such owner is in violation of the restrictive covenants applicable to his or her property and/or the guidelines or rules of the Association (or from the imposition of fines by the Association for violation of the restrictive covenants applicable to his or her property and/or the guidelines or rules of the Homeowners Association). The hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve the matter at issue. The Board of Directors would like to resolve the dispute at this hearing. However, the Board of Directors may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within fifteen (15) days.”

II. Presentation of Facts:

Hearing Officer: “This portion of the hearing is to permit a representative of the Homeowners Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines, and/or penalties. After the Homeowners Association’s representative has finished his or her presentation, the owner or his or her representative will be given the opportunity to present photographs or other material relevant to the violation, fines, or penalties. The Board of Directors may ask questions during either party’s presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Homeowners Association’s representative.”

[Conduct Presentations]

III. Discussion of Issues in Dispute:

Hearing Officer: “This portion of the hearing is to permit the Board of Directors and the owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.”

IV. Proposal of Resolutions:

Hearing Officer: “This portion of the hearing is to permit discussion between the Board of Directors and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.”

If no settlement is agreed upon, the Hearing Officer may: (1) request that the Board of Directors enter into executive session to discuss the matter; (2) request that the Board of Directors take the matter under advisement and adjourn the hearing; or (3) advise the appealing party of the Board of Directors’ decision and adjourn the hearing.

Unofficial

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WOODBRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.**

#5 ADOPTION OF CONTRACT PROCUREMENT POLICY

The undersigned, Tony Boland, as the duly elected, qualified, and acting Secretary of Woodbridge Townhomes Homeowners Association Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 14th, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 209.0052 of the Texas Property Code (the "**Code**") requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract for services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a bid process for the solicitation of bids and proposals for the purpose of complying with the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the contract procurement policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time, to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.



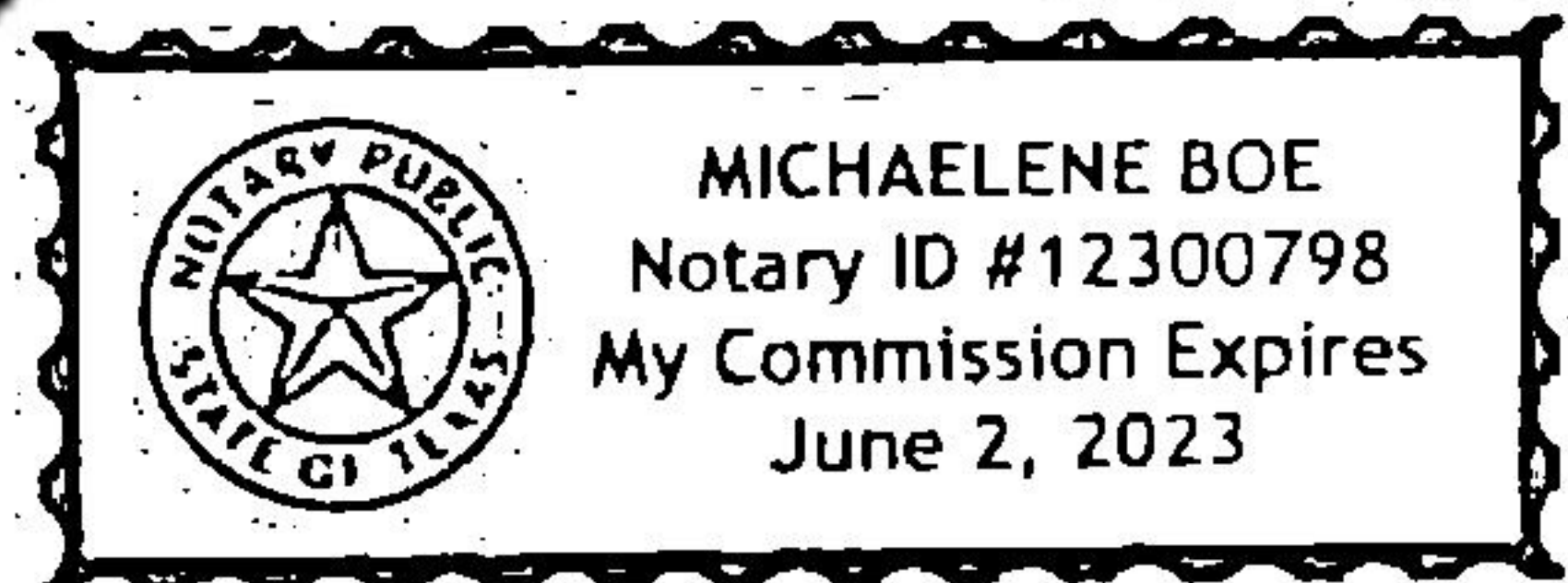
By: Tony Boland
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 26 2021, by Tony Boland, Secretary of Woodbridge Townhomes Homeowners Association Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Michaelene Boe
Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Chelsea Baker
Goodwin & Co.
2425 N. Central Expwy., Ste
500
Richardson, TX 75080

EXHIBIT A

**WOODBRIIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.
CONTRACT PROCUREMENT POLICY**

The intent of this Contract Procurement Policy (the “**Policy**”) is to assist the Board of Directors (the “**Board**”) of Woodbridge Townhomes Homeowners Association Inc. (the “**Association**”), or if applicable, its managing agent (the “**Manager**”) in the procurement of contracts for services in which it is anticipated that the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for services. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgment, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers and board members from responding in a timely manner to unusual or emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a “**Services Contract**”) in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days’ notice, only the payments due during the first ninety (90) days of the contract shall be included in the calculation of the costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. If a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of contracts for goods or for services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to the Policy under the following circumstances:

EXHIBIT A

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 Bidding Procedures. When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manager on facilitating a bidding process. The Board shall be responsible for insuring the appropriate level of preparation, detail, and due diligence have been met.

2.2. Requests for Quotation ("RFQ"). Prior to solicitation of competitive bids, the Board and/or the Manager will prepare a RFQ consisting of:

2.2.1 Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.

2.2.2 A scope of work, delivery and performance schedule, and any special instructions necessary.

2.2.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as the award shall be made to the lowest responsive and responsible bidder or the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost, and efficiency.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

a. Precise statement of work in the case of services.

b. Precise statement of product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example)

EXHIBIT A

- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate)
- d. Request statement of warranty (if appropriate)
- e. Contact information for vendors to ask questions.
- f. Quotation deadline date(s)
- g. Projected decision date
- h. Specification of bid minimum criteria
- i. Liability insurance requirement (if appropriate)
- j. Copies of appropriate licenses

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. In order for a bid to qualify as a "competitive bid", there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the "competitively bid" criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of "competitively bid".

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances existing that constitute an exception to the utilization of this Policy or there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for membership on the Board or the Manager to change over time, the persons currently serving as the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or Manager within the specified deadline.

EXHIBIT A

2.6 Bid Confidentiality. Bids submitted to the Board and/or Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 Interested Vendors. As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree by consanguinity or affinity (“**Related Person**”), or a company in which a current member of the Board or Related Person has a financial interest in at least fifty-one (51) percent of the profits of such company (hereinafter, an “Interested Vendor”) due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, offers of discount, familiarity with the needs of the Association, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

2.7.1 the Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community;

2.7.2 the interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract;

2.7.3 the material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and

2.7.4 the Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 Vendor Selection Considerations. The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a variety of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionally more diligence and effort. The following criteria should be considered:

3.1.1 Cost

3.1.2 Quality

3.1.3 Vendor qualification (appropriate resources, experience, and scale)

3.1.4 Previous history (positive or negative) with the Association or other local property owners associations.

EXHIBIT A

- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance)
- 3.1.6 References
- 3.1.7 Expertise and/or experience
- 3.1.8 Conflicts of interest
- 3.1.9 Proof of liability insurance (where applicable)
- 3.1.10 Proof of appropriate license(s) (where applicable)
- 3.1.11 Preference for local vendors

3.2 Selection of Winning Bid: The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist when there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals: If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contract: The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

EXHIBIT A

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction.

4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution.

4.1.3 Vendors must provide proof of appropriate licensing and bonding.

4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included.

4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspection by the Association.

4.1.6 Subcontracting of any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility.

4.1.7 Contracts should specify appropriate terms including:

- a. Timeframes (start and completion dates)
- b. Renewal conditions
- c. Termination clauses or sunset language
- d. Warranty terms

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

4.2.1 Accepting vendor contract terms

4.2.2 Failing to obtain legal review of higher value contracts

4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association

4.2.4 Vague termination or sunset terms

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WOODBRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.**

**#6 ADOPTION OF PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

The undersigned, Tony Boland, as the duly elected, qualified, and acting Secretary of Woodbridge Townhomes Homeowners Association Inc., a Texas nonprofit corporation (the “**Association**”), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the “**Board**”) at a meeting of the Board held on October 14th, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, certain recently-enacted statutory laws purport to override or void any provision in the Association’s governing documents that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or displaying religious items on their dwelling or property;

WHEREAS, Chapter 202 of the Texas Property Code (the “**Code**”) authorizes the Association to adopt dedicatory instrument provisions to impose certain limited permitted regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner’s property and/or a property owner or resident’s display of religious items on their property or the dwelling located thereon; and

WHEREAS, the Board desires to adopt such permissible regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the regulations set forth on Exhibit “A”, attached hereto and incorporated herein by reference.

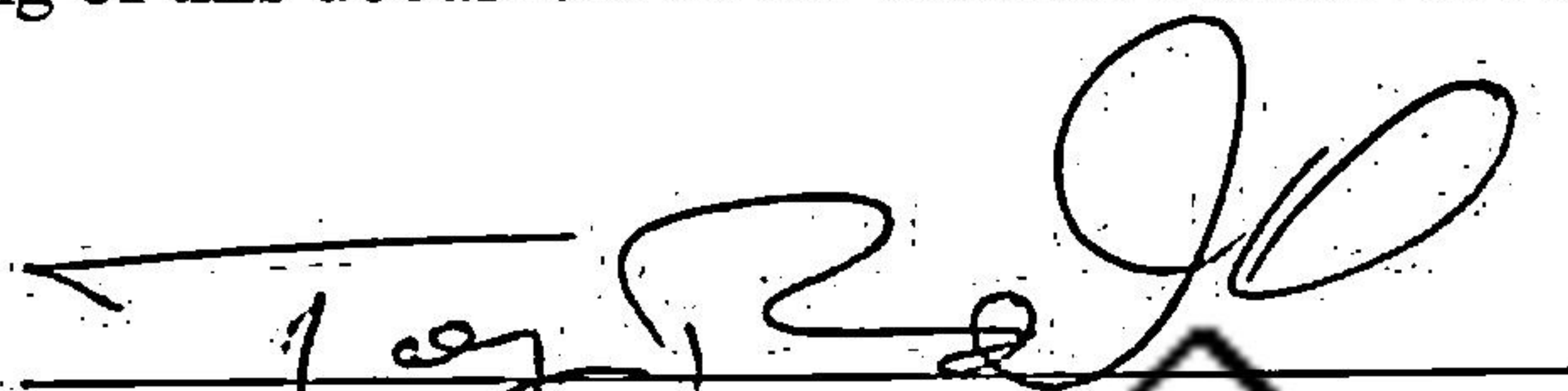
BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

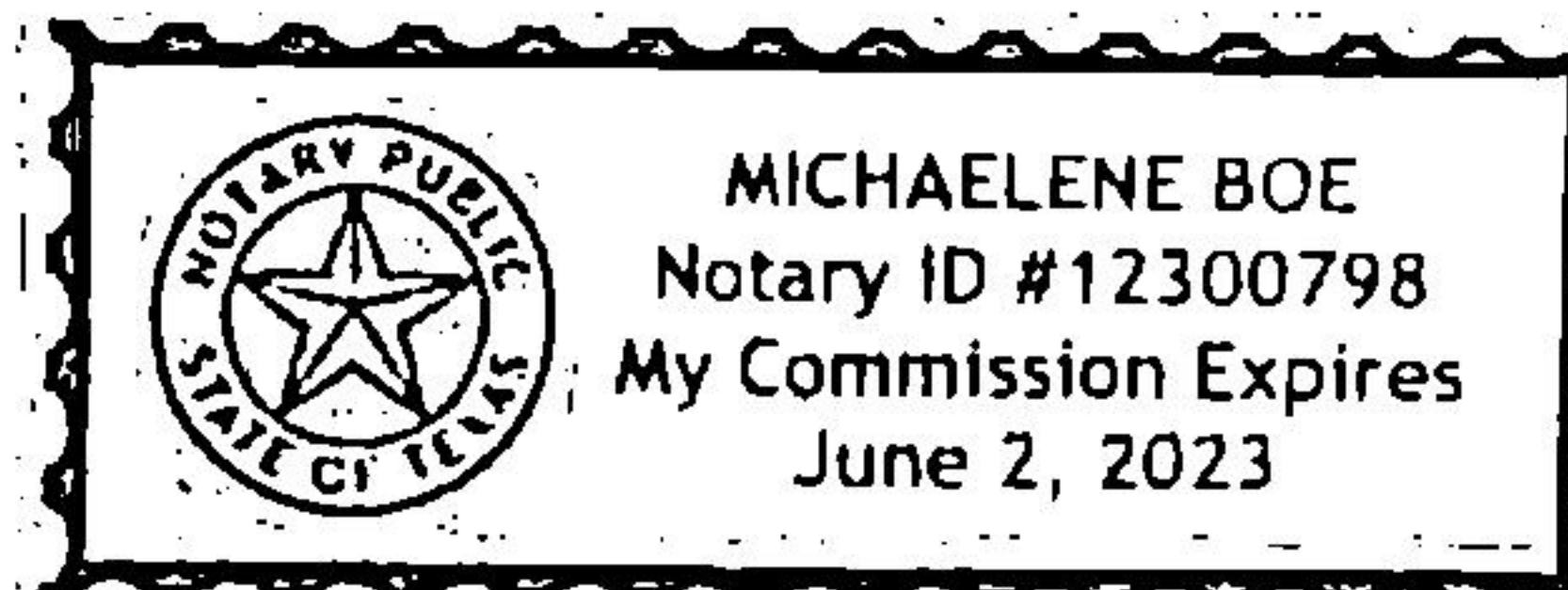

By: Tony Boland
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 26 2021, by Tony Boland, Secretary of Woodbridge Townhomes Homeowners Association Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Chelsea Baker
Goodwin & Co.
2425 N. Central Expwy., Ste 500
Richardson, TX 75080

EXHIBIT A

**STATUTORY-BASED RULES & REGULATIONS FOR
WOODBRIIDGE TOWNHOMES HOMEOWNERS ASSOCIATION INC.****I. OPENING RECITALS**

1.1 **Declaration.** These Statutory-Based Rules & Regulations for Woodbridge Townhomes Homeowners Association Inc. apply to all real property that is subject to the *Declarations of Covenants, Conditions and Restrictions for Woodbridge Townhomes Homeowners Association, Inc.*, recorded as Document Number 20200803001234830 in the Official Public Records of Collin County, Texas, as amended and supplemented (the "**Declaration**"), such real property constituting the "**Subdivision Development.**"

1.2 **Authority.** The Declaration contains provisions that impose land-use restrictions that regulate the use of lots in the Subdivision Development and the construction or placement of improvements thereon, as well as provisions that prohibit construction or modification of improvements on lots without the prior written approval of the Association's Board of Directors, an architectural review committee, or the Declarant, as the case may be. Certain recently-enacted Texas statutory laws purport to override or void any provision in the Declaration that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or restrict or prohibit property owners or residents from displaying religious items on their dwelling or lots. Notwithstanding, such statutory laws authorize the Association to adopt and enforce certain permissible dedicatory instrument provisions that impose certain limited regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon.

1.3 **Construction & Conflict.** These Statutory-Based Rules & Regulations are drafted to be compliant with the provisions of Chapter 202 of the Texas Property Code to which they are inferior. Accordingly, the terms and provisions of these Rules & Regulations are to be liberally construed to give maximum effect to the regulation of swimming pool enclosures, security measures, and displayed religious items permitted under Chapter 202 of the Texas Property Code, but they shall not be construed as a way to evade the protections, permissions, or requirements of Chapter 202. As a convenience to the Association's directors, officers, members, and managers, the pertinent provisions of applicable laws are paraphrased if not restated in these Rules & Regulations. If any provision of these Rules & Regulations conflict with State law, inaccurately paraphrases State law, or inadvertently omits an aspect of State law, the corresponding provision in State law controls. In the event of an apparent conflict between a provision of these Rules & Regulations and a provision in another dedicatory instrument of the Association, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in these Rules & Regulations is the higher authority for the limited purpose for which it is adopted, superseded only by public law. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

EXHIBIT A

1.4 Severability. Invalidation of any provision of these Rules & Regulations by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.

1.5 Definitions. The term “**Architectural Review Committee**” shall mean the Architectural Control Committee. Any other capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration.

1.6 Conflicts. To the extent these Statutory-Based Rules and Regulations directly contradict with any previous guidelines or rules adopted by the Association, these Statutory-Based Rules and Regulations shall control. These Statutory-Based Rules and Regulations are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

1.7 Effective Date. These Statutory-Based Rules and Regulations shall be effective as a “Dedictory Instrument” of the Association and the Subdivision Development on the date it is recorded in the Official Public Records of the county or counties in which all or a portion of the Subdivision Development is located.

II. STATUTORY-BASED RULES & REGULATIONS

The following Rules & Regulations are hereby adopted as a Dedictory Instrument for the Association and Subdivision Development

A. SECURITY MEASURE REGULATIONS

A-1 Building or Installation of Security Measures. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.023), a property owner may build or install security measures, including but not limited to a security camera, motion detector, or perimeter fence, (a “**Security Measure**”), subject to the requirements of these Security Measure Regulations and permitted applicable provisions of the Declaration.

A-2 Location of Security Measures. A property owner may not build or install a Security Measure on any real property other than real property privately owned by such property owner.

A-3 Perimeter Fencing. A perimeter fence may not be built or installed unless the type of fencing, including without limitation, its design, height, color, and construction material has been approved in writing by the Association’s architectural review committee. Notwithstanding, a perimeter fence must be constructed of only black wrought iron or its decorative equivalent, not to exceed four feet in height, if utilized to enclose the front of the lot.

A-4 Continued Application of the Declaration. To the extent applicable provisions of the Declaration or other dedicatory instruments of the Association do not prevent the economical building or installation of a Security Measure, such provisions shall continue to govern the building or installation of the Security Measure.

A-5 Architectural Review of Security Measures. A property owner must apply to the Architectural Review Committee for prior written approval of a proposed Security Measure to

EXHIBIT A

the extent required by the provisions of the Declaration and other dedicatory instruments of the Association. To the extent an applicable provision of the Declaration or other dedicatory instrument would prevent the economical building or installation of a proposed Security Measure, the Architectural Review Committee shall be authorized to modify the application of such provision in a manner that is reasonably intended to allow for the economical building or installation of the proposed Security Measure while still adhering as much as possible to the underlying intent and purpose of the Declaration and other dedicatory instruments, as determined by the Architectural Review Committee in its sole and absolute discretion.

B. RELIGIOUS ITEM DISPLAY REGULATIONS

B-1 Religious Displays: To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items on the owner' or resident's lot or dwelling constructed thereon ("**Religious Item**"), provided:

- (1) The display of the Religious Item is motivated by the owner or resident's sincere religious belief;
- (2) No Religious Item may be installed or displayed that threatens the public health or safety;
- (3) No Religious Item may be installed or displayed that violates any law, other than one prohibiting the display of religious items;
- (4) No Religious Item may be installed or displayed that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (5) No Religious Item may be installed or displayed on any real property owned by the Association or maintained by the Association or owned in common by members of the Association;
- (6) No Religious Item may be installed or displayed which violates any applicable building line, right-of-way, setback, or easement; and
- (7) No Religious Item may be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

B-2 Architectural Review of Religious Items: Property owners and residents are encouraged (but not required) to apply to the Architectural Review Committee for confirmation that the proposed Religious Item conforms to these Religious Item Display Regulations. The Association may require a property owner or resident to remove any displayed Religious Item prohibited by the Declaration that does not comply with the requirements of applicable law or these Religious Item Display Regulations.

EXHIBIT A

C. SWIMMING POOL ENCLOSURE REGULATIONS

C-1 Swimming Pool Enclosure. To the extent permitted and protected by applicable law (Texas Property Code Section 202.022), a property owner may install on the owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements (a "**Swimming Pool Enclosure**"), subject only to the requirements of these Swimming Pool Enclosure Regulations. For purposes of these Swimming Pool Enclosure Regulations, a Swimming Pool Enclosure shall mean a fence that:

- (1) surrounds a water feature, including a swimming pool or spa;
- (2) consists of transparent mesh or clear panels set in metal frames;
- (3) is not more than six (6) feet in height; and
- (4) is designed to not be climbable.

C-2 Regulation of Swimming Pool Enclosures. Swimming Pool Enclosures must comply with the following regulations:

- (1) A Swimming Pool Enclosure must be black in color unless an alternative color is approved by the Architectural Review Committee.
- (2) A Swimming Pool Enclosure must consist of transparent mesh set in metal frames unless an alternative material or design is approved by the Architectural Review Committee.
- (3) A Swimming Pool Enclosure shall not exceed six (6) feet in height, regardless of terrain, unless approved by the Architectural Review Committee.
- (4) A Swimming Pool Enclosure shall be designed to not be climbable.
- (5) A Swimming Pool Enclosure must conform to applicable state or local safety requirements. Notwithstanding the foregoing, it is the property owner's responsibility to ensure conformity with such requirements, and an approval from the Association or its architectural review committee shall not be construed as a warranty or representation that such installation is in fact in accordance with such requirements.

C-3 Architectural Review of Swimming Pool Enclosures. A Swimming Pool Enclosure may be installed by a property owner on his or her property without obtain written approval from the Association's architectural review committee, provided the Swimming Pool Enclosure complies with the Swimming Pool Enclosure Regulations' minimum requirements specified above. Notwithstanding, any Swimming Pool Enclosure that is not black in color or does not consist of transparent mesh set in metal frames must be approved in advance by the architectural review committee.

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2023000135422

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: November 28, 2023 08:27 AM

Number of Pages: 50

" Examined and Charged as Follows: "

Total Recording: \$218.00

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

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

File Information:

Document Number: 2023000135422
Receipt Number: 20231127000805
Recorded Date/Time: November 28, 2023 08:27 AM
User: Jennifer W
Station: Station 3

Record and Return To:

EPN



**STATE OF TEXAS
COUNTY OF COLLIN**

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

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX