

Willow Park Greens Homeowners Association
c/o Crest Management Company
17171 Park Row, Suite 310
Houston, Texas 77084

September 17, 2018

Members

Willow Park Greens Homeowners Association, Inc. (the "Association")

Robert Anderson
21407 Willow Glade Drive
Katy, TX 77450

Re: Vote on Amendments to Declaration of Covenants, Conditions and Restrictions

Dear Member(s):

This is a notice to all Members of the Association of a vote on proposed amendments to the Declaration of Covenants, Conditions and Restrictions (the "Deed Restrictions") for the Willow Park Greens subdivision. All Members are encouraged to cast their vote.

The vote is being held outside of a meeting. The only way to cast your vote will be to submit your ballot to Crest Management. **The Deadline to submit your ballot is October 22, 2018.**

The full text of the proposed amendments is enclosed with this letter. You may vote on each proposed amendment individually.

The proposed amendments are:

- 1) To add travel trailers and horse trailers to items that may only be parked in subdivision for a limited time and to reduce the permitted parking time for such items from 24 to 12 hours.
- 2) To clarify the placement of playground equipment and basketball goals on lots to require that they be placed behind the rear wall of the home and not be visible from the front street view.

Amendments three and four are interrelated.

- 3) To acknowledge the Association authority as provided in amendment number four, to create and enforce rules, regulations and fines and clarifying the Association's existing authority to initiate the towing of a vehicle parked on the streets in violation of the restrictions or rules.
- 4) To authorizing the Association to create and enforce rules and regulations and authorizing the imposition of fines for violations of restrictions or rules.

In order to cast your vote, you may submit your ballot to Sunni West at Crest Management Company in the follow ways:

by mail to 17171 Park Row, Suite 310, Houston, TX 77084;

by fax to (281) 579-7062; or

by e-mail to sunni.west@crest-management.com

Please contact Sunni West should you have any questions.

BOARD OF DIRECTORS
WILLOW PARK GREENS HOMEOWNERS ASSOCIATION, INC.

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE WILLOW PARK GREENS SUBDIVISION**

WHEREAS, the follow documents comprise the Declaration of Covenants, Conditions and Restrictions for the Willow Park Greens Subdivision:

Declaration of Covenants, Conditions and Restrictions for Willow Park Greens, recorded under Fort Bend County, Texas, Clerk's File No. 2001030335; and under Harris County, Texas, Clerk's File No. U963922(the "Declaration"),

WHEREAS, this Amendment to Declaration of Covenants, Conditions and Restrictions for the Willow Park Greens Subdivision applies to and governs the Willow Park Greens subdivision, an addition in Fort Bend County, Texas, according to the map or plat thereof, recorded under Clerk's Instrument No. 1177061 in the Map Records of Fort Bend County, Texas; and under Clerk's File No. U918698 in the Map Records of Harris County, Texas, along with any supplements, additions or replats thereof and any additional land annexed into to the jurisdiction of the Association (the "Subdivision"); and

WHEREAS, the Board of Directors of the HOA Willow Park Greens, Inc., has proposed revising the Declaration regarding trailers, recreational vehicles and similar items and providing the authority to assess fines for the violations such restrictions; and

WHEREAS, the Members of the Association, desire to amend the Declaration as hereinafter set forth to address the above stated issue; and

WHEREAS, the this amendment of the Declaration, as set forth below, has been approved by the approval of at least sixty-seven percent (67%) of the Members in the Association;

NOW THEREFORE, pursuant to the above recitals, the Members of the Association hereby amend the provisions of the Declaration to adopt, establish and impose upon the HOA Willow Park Greens Subdivision and the Association, the following amendments:

1. Article 2, Section 2.14 of the Declaration which had previously read as follows:

2.14 Mobile Homes, Travel Trailers. Recreational Vehicles, Boats. Buses. Motorcycles and Campers. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers, recreational vehicles, boats, buses, motorcycles or campers shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for any period in excess of twenty-four (24) hours. No commercial vehicles shall be parked on or near any Lot for any period in excess of twenty-four (24)

hours. "Commercial vehicles" are defined as motor vehicles having advertising on them, and/or exceeding six feet six inches (6'6") in height, and/or seven feet six inches (7'6") in width, and/or twenty-one feet (21') in length.

is hereby amended to read:

2.14 Mobile Homes, Travel Trailers, Recreational Vehicles, Boats, Buses, Motorcycles and Campers. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers, horse trailers, recreational vehicles, boats, buses, motorcycles or campers shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares. No commercial vehicles shall be parked on or near any Lot for any period in excess of twenty-four (24) hours. No mobile homes shall be parked or placed on any roadway within the Subdivision at any time. No travel trailers, recreational vehicles, boats, buses, or campers shall be parked on any roadway within the Subdivision, except for the purpose of loading or unloading and in no event shall such vehicle or trailer be parked on a roadway in excess of twelve (12) hours at any time. No mobile homes, travel trailers, recreational vehicles, boats, buses, campers shall be parked on any private thoroughfares. No Commercial Vehicles may be parked on any private thoroughfare, except during times in which such vehicle is being used to provide a service to the home located where the vehicle is parked, and in no event may such Commercial vehicle be parked on a private thoroughfare overnight. "Commercial vehicles" are defined as motor vehicles having advertising on them, and/or exceeding six feet six inches (6'6") in height, and/or seven feet six inches (7'6") in width, and/or twenty-one feet (21') in length.

II. Article 2, Section 2.17(A) of the Declaration which had previously read as follows:

A. Detailed landscape plans for each Lot shall be submitted as part of the Plans and Specifications. Upon written request, the Architectural Control Committee may waive the requirement of such plans for any Lot if the builder uses plans previously approved by die Architectural Control Committee for another Lot. There shall be no revisions made to the approved plans without resubmittal to and approval by the Architectural Control Committee of the revised plans. The initial landscape requirements for each Lot shall be as established in the Architectural and Landscaping Guidelines. No playground equipment or basketball goals shall be situated in front of the front building set-back line.

is hereby amended to read:

A. Detailed landscape plans for each Lot shall be submitted as part of the Plans and Specifications. Upon written request, the Architectural Control Committee may waive the requirement of such plans for any Lot if the builder uses plans previously approved by die Architectural Control Committee for another Lot. There shall be no revisions made to the approved plans without resubmittal to and approval by the Architectural Control Committee of the revised plans. The initial landscape requirements for each Lot shall be as established in the Architectural and Landscaping Guidelines. All

playground equipment and basketball goals shall be located behind the rear wall of the home situated in a manner so that they are not visible from the front street view.

III. Article 4, Section 4.5(C) of the Declaration which had previously read as follows:

C. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of, this Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

is hereby amended to read:

C. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of this Declaration or the Rules and Regulations of the Association. The Association is also authorized to settle claims, enforce liens, assess fines for violations of the Declaration or of the Rules and Regulations of the Association, initiate the towing of unauthorized vehicles or items from Common Areas, and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

IV. Article 9, Section 9.7 of the Declaration which had previously read as follows:

9.7 Enforcement and Non-waiver. Except as otherwise provided herein, any Owner at such Owner's expense, Declarant and/or the Association shall have the right to enforce any and all provisions of this Declaration and the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any such provision at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision.

is hereby amended to read:

9.7 Enforcement and Non-waiver. Except as otherwise provided herein, any Owner at such Owner's expense, Declarant and/or the Association shall have the right to enforce any and all provisions of this Declaration and the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. In order to aid in the enforcement of the restrictions, the Association shall have the power to create rules and regulations to regulate the use, maintenance, repair,

modification and appearance of the Subdivision and Property and shall have the power, subject to the notice and hearing provisions of the Texas Property Code, to assess fines for violations of such rules, the restrictions in this Declaration or any other governing documents of the Willow Park Greens Homeowners Association or the Property. The failure to enforce any such provision at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision.