

**FORCE MOW POLICY FOR
WESTGATE HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Westgate Homeowners' Association, Inc., a Texas nonprofit corporation (the "Association"), is the governing entity of Westgate, Sections 1-19, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk's Film Code Nos. 416134, 416140, 460094, 479102, 519266, 519273, 547144, 629136, 594097, 596061, 597147, 597150, 597153, 602129, 614214, 611165, 621201, 635039, and 635041, respectively, along with any amendments, supplements, and replats thereto (the "Subdivision"); and

WHEREAS, the Subdivision is subject to the Declaration of Covenants, Conditions, restrictions, and Easements, for Westgate Subdivision, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. T784481, along with any amendments, and supplements thereto (the "Subdivision"); and

WHEREAS, Article IX, Section B, of the Declaration, provides that if the Owner of a Homesite fails to maintain the landscaping grass or vegetation of a Homesite in a manner satisfactory to the Board of Directors, then after ten (10) days' notice to the Owner of the Homesite, and approval by two-thirds vote of the Board of Directors, the Association shall have the right to enter the Homesite and perform the maintenance (all such landscape maintenance being commonly referred to as a "Force Mow"); and

WHEREAS, Article IX, Section E, of the Declaration, provides that the cost of such maintenance shall be the personal obligation of the Owner, and become a part of the assessment secured by the lien on the Homesite; and

WHEREAS, in order to provide for the orderly and uniform administration of Force Mow actions, the Association desires to adopt guidelines relating to the initiation and continuation of Force Mow actions; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;


NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association hereby adopts, establishes and imposes on the Subdivision, the following Force Mow Policy:

RP-2018-387434

1. Prior to the initiation of Force Mow actions, the Owner is entitled to one 10-day written notice for failing to provide landscape maintenance as required by the Declaration.
2. In the event an Owner refuses service when the Association contractor arrives for the Force Mow action, and the maintenance has not yet been performed by the Owner, the Owner will be charged a trip fee of \$50.00, to cover the costs associated with the refused Force Mow action.
3. Upon approval by the Board of Directors of the initiation of a Force Mow action, a majority of the Board hereby approves recurring Force Mow actions, following an additional 10 day notice, until such time as the Owner commences ongoing yard maintenance as required by the Declaration.
4. A majority of the Board of Directors hereby votes to approve and agree that the managing agent shall have, and be delegated, the non-exclusive authority to initiate and continue force mow actions, with notice, in the regular course of the agent's management duties.
5. The trip charge, and all costs of maintenance are the personal obligation of the Owner of the subject Homesite, and shall be secured by the assessment lien on the Homesite in favor of the Association, in accordance with Article IX, Section E, of the Declaration.

CERTIFICATION

"I, the undersigned, being a Director of Westgate Homeowners' Association, Inc., hereby certify that the foregoing instrument, and the provisions contained therein, was approved by at least a majority of the Association Board of Directors at an open meeting of the Board, for which proper notice was given to the membership, at which a quorum of the Board was present."

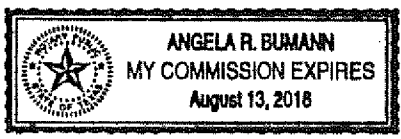
By: 

Print Name: Abel Gonzalez

Title: VP

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 26th day of July, 2018, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they signed it with the authority and for the purposes expressed therein.




 Notary Public, State of Texas

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Pages 3
08/23/2018 01:11 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$20.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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