

**SECOND SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
WESTGATE HOMEOWNERS' ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §


The undersigned, being the authorized representative of Westgate Homeowners' Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Westgate Homeowners' Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on December 30, 2011 under Clerk's File No. 20110547751, and the First Supplemental Notice of Dedicatory Instruments for Westgate Homeowners' Association, Inc." ("First Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on December 28, 2012 under Clerk's File No. 20120600978, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the First Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:
 - **Westgate Homeowners' Association, Inc. Social Media Policy**

This Second Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Second Supplemental Notice is true and correct and the document attached to this Second Supplemental Notice is a true and correct copy of the original.

Executed on this 22nd day of August, 2016.

WESTGATE HOMEOWNERS' ASSOCIATION, INC.


By: 
Eric B. Tonsul, authorized representative

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THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Westgate Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 22nd day of August, 2016, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas



Return to:
Eric B. Tonsul
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

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WESTGATE HOMEOWNERS' ASSOCIATION, INC.

SOCIAL MEDIA POLICY

STATE OF TEXAS

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COUNTY OF HARRIS

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WHEREAS, the property encumbered by this Social Media Policy (this "Policy") is that property initially restricted by the Declaration of Covenants, Conditions Restrictions and Easements for Westgate Subdivision for Westgate Homeowners' Association, Inc., recorded under Clerk's File No. T784481 of the Official Public Records of Harris County, Texas, as same has been or may be amended from time to time (the "Declaration"), and any other property that is annexed thereto and made subject to the Westgate Homeowners' Association, Inc.'s authority.

NOW THEREFORE, in accordance with the dedicatory instruments governing Westgate Homeowners' Association, Inc., a Texas non-profit corporation (the "Association"), the Board of Directors of the Association (the "Board") hereby adopts this Policy to establish rules and procedures for Members' use of the Association's social media outlets. This Policy runs with the land and is binding on all Members within the Association. This Policy replaces any previously recorded or implemented policy that addresses rules or procedures for Members' use of the Association's social media outlets.

Social Media Policy

1. Definitions

1.1. Declaration's Definitions. Any capitalized terms used in this Policy have the meanings set forth in the Declaration, unless otherwise specified in this Policy.

1.2. Content. "Content" means content, written communication, material, suggestions, feedback, images, photographs, pictures, or otherwise graphical information.

2. Association's Social Media Websites or Newsletters

2.1. Authority. The Association may employ social media on behalf of the Association.

2.2. Purpose. Any website, form of social media, newsletter or other publication created on behalf of the Association shall be for informational and communication purposes only.

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2.3. Unauthorized Social Media. A Member shall not create a website, form of social media, newsletter or other publication that appears to be authorized by the Association or the Board, unless:

- a. the Board has provided the Member written authorization to create or form such a website, social media, newsletter, and/or other publication; or
- b. the Member prominently states on the website, social media, newsletter and/or other publication that it is "not official" and "not approved by Westgate Homeowners' Association, Inc."

3. Authorized Users

3.1. Members. Only Members of the Association are permitted to post on the Association's social media websites. Members must be at least eighteen (18) years of age to post on the Association's social media websites. By posting Content, the user represents and warrants that he or she is a current Member of the Association in good standing. All Members must request permission from the Association in writing to join a website or form of social media by providing information regarding the property owned within the Association. Additionally, a Tenant over eighteen (18) years of age may request permission from the Association in writing to join a website or form of social media by providing a copy of his/her lease, bill or valid Texas identification.

3.2. Revoking Access. If the Association deems in its sole discretion that a user of any of its social media websites is not a Member, or is a Member that is not in good standing, the Association may revoke the user's access to the Association's social media websites.

4. Permitted Uses

4.1. Permitted Content. All Content on the Association's social media websites, shall be respectful, positive, and in good taste. A Member shall not publish any Content that:

- a. the Member does not have the right to publish;
- b. is for the purpose of advertising a commercial business or proposition (not including business referrals or residential classifieds);
- c. is in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
- d. is inappropriate, profane, obscene, indecent, discriminatory, hateful, or abusive;

- e. is defamatory, illegal, infringing, or otherwise tortuous;
- f. attempts to identify or identifies potential infractions of the law and/or governing documents of the Association;
- g. may be perceived as violating another person's right to privacy, including but not limited to Member addresses and/or license plate numbers; or
- h. attempts to address or addresses Association business.

4.2. Other Users' Legal Rights. A Member shall not use the Association's social media websites to abuse, harass, stalk, or threaten another person, or to otherwise violate the legal rights (such as rights of privacy and publicity) of another person.

5. Moderation by the Association

5.1. Moderating Activity. The Association may but is not required to monitor or moderate Content posted on the Association's social media websites.

5.2. Deleting Content. Upon a report or other notice to the Association that any Content violates the Association's governing documents, including this Policy, the Association, in its sole discretion, may delete the Content without notice to the user who posted it.

5.3. Revoking Access. If the Association, in its sole discretion, determines that a Member has violated the Association's governing documents, including this Policy, the Association may revoke the Member's access to the Association's social media websites.

5.4. Admin(s). Admin(s) shall be appointed and removed at the sole discretion of the Board. Rules regarding use of the Association's social media website(s) shall be set by the Admin(s). Members agree to abide by and adhere to the rules set forth by the Admin(s).

6. No Representations. The Association makes no representations about the accuracy or veracity of Content published on its social media websites by Members or third parties. The Association does not guarantee that any information on its social media websites published by Members or third parties is current, exhaustive, complete, or suitable for any purpose.

7. Emergencies. All Association safety and/or emergency issues should immediately be reported to local authorities at 911.

8. Compliance and/or Service Requests. Violations of the Declaration and/or any governing documents of the Association shall not be reported through the

Association's social media website. Service requests shall not be submitted through the Association's social media website.

9. **Subpoena.** All content from a website or any form of social media may be subject to a subpoena and discoverable in litigation or in preparation for litigation.
10. **Disclaimer.** The Association does not control or endorse the content, messages, or information submitted or posted by Members or third parties. As such, the Association disclaims any liability in connection with the use of its social media websites or from Members' participation in such use. The Association specifically disclaims any liability for offensive, inappropriate, obscene, unlawful, or otherwise objectionable content or information a Member may encounter on the Association's social media websites. The Association disclaims any liability in connection with the proliferation of users' Content.
11. **Limitation of Liability.** The Association neither assumes nor authorizes any other person to assume for it any other liability in connection with the use of its social media websites. In no event will the Association be liable to any Member or third party for (a) any lost profits or revenue, incidental or consequential damages (including, indirect, special, punitive, or exemplary damages) arising out of the use or inability to use the Association's social media websites, or (b) any claim by any other party, even if the Association has been advised of or had (or should have had) any knowledge (whether actual or constructive) of the possibility of such damages. The Association is not liable for the effects of any service outages, breach of servers (server or client side), or the resulting effects of such occurrences. The Association's liability under this Policy to any particular Member in any particular year will not exceed an amount equal to: [the amount of any assessments paid to the Association by the Member in that year] x [(the amount the Association remitted to the relevant social media website in that year) / (the Association's total expenses that year)].

This limitation will not limit any liability for gross negligence or damages that may not be limited by law.

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CERTIFICATE OF SECRETARY

I hereby certify that, as Secretary of Westgate Homeowners' Association, Inc., the foregoing Social Media Policy of Westgate Homeowners' Association, Inc. was approved on July 28 2016, at meeting of the Board of Directors at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28 day of July, 2016.

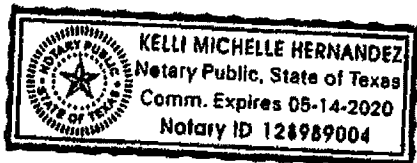
By: Puneet Saggi

Printed Name: PUNEET SAGGAR

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME on this day personally appeared Puneet Saggi the Secretary of Westgate Homeowners' Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he or she executed the instrument (a) for the purposes expressed in the instrument, (b) in the capacity as Secretary of Westgate Homeowners' Association, Inc., and (c) as the act and deed of Westgate Homeowners' Association, Inc.

Given under my hand and seal of office, this 28 day of July, 2016.



Kelli Hernandez
Notary Public - State of Texas

After Recording, Return To:
Eric B. Tonsul
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

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Pages 8
08/22/2016 03:38 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

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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