

Trailwood Village Townhomes Association

General meeting of homeowner's

July 11th, 2022, 7:00 PM at Trailwood Village pool facility

Dear Property Owners of Trailwood Village Townhomes,

The Board of Directors (HOA) and The Management Advisors have been searching for ways to abide by the Governing Document (ARTICLES) and continue to provide a safe and clean, residential environment for our residents.

We have consulted with our attorneys, specializing in Homeowner Association law and they have reviewed our bylaws; based on that information, we are making the following recommendations.

1. Propose a special assessment to the ownership of \$4000 per townhome for funds to be used for the following improvements which are required maintenance of the common areas
 - a. Continued replacement of concrete in parking area and sidewalk areas \$50,000.
 - b. New lighting through the townhome complex \$30,000.
 - c. Upgrading of landscaping \$25,000.
 - d. New fencing around perimeter of townhome facility and repair fencing around tennis courts \$40,000.
 - e. Refresh tennis courts \$15,000.
 - f. Monument sign from Lake Village Dr \$3,000.
2. The requirement to approve the assessment is two-thirds positive vote of ownership
3. The HOA recommends that the ownership approves the increased in monthly dues
Our monthly collections have been about \$8,100.00

The following are the monthly expenses:

| | |
|--------------------------------|---------|
| a. General and Administrative: | \$700 |
| b. Trash service | \$975 |
| c. Water | \$3,400 |
| d. Ground maintenance | \$2,400 |
| e. Other | \$400 |
| f. Emergency | 0 |
| g. Total | \$7,875 |

4. DIFFERENCE \$225

Consider this a very BLEAK PICTURE. This can not continue.

On July 11th at the Trailwood Village Pool facility 2026 Thousand Pines, we would like to host a general meeting of membership of property owners to discuss the need for a special assessment and for the change in the Declaration of Covenants to increase the monthly assessment. Please read over the documents enclosed and come join us to make our Townhomes safer, cleaner, updated, and be what the standard of living that we all enjoy.

Thanks,

Board of Directors of Trailwood Village Townhomes

Trailwood Village Townhomes-Kingwood Association Management-1075 Kingwood Drive, Suite 100-Kingwood, Texas
77339-281-359-1102

Yes, the Declaration authorizes the levying of a special assessment for capital improvements. Article 7, Sec. 6 of the Master Declaration states as follows:

Section 6: Special Assessments for Capital Improvements. In addition to the monthly or annual assessments authorized above, the Board of Directors of the Association by resolution may levy a special assessment for a definite total amount which shall be equal and the same for each Townhouse Building Plot assessed, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such resolution shall be ratified, within sixty (60) days after the adoption thereof, by the written assent of two-thirds (2/3rds) of each class of members or by the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting of the membership called for this purpose. Such assessment may be payable in installments or in a lump sum as such resolution may provide, but in any event the total amount of such special assessment shall be paid in full within twelve (12) months from the date assent of the membership as above provided is obtained and the resolution levying such special assessment shall so provide.

**BALLOT TO VOTE ON
FIRST AMENDMENT
TO THE
MASTER DECLARATION
FOR
TRAILWOOD VILLAGE TOWNHOUSES (A RESIDENTIAL DEVELOPMENT)**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the First Amendment to the Master Declaration for Trailwood Village Townhouses as follows:

FOR Amendment

AGAINST Amendment

OWNER(S) OF PROPERTY:

Signature

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN TRAILWOOD VILLAGE
TOWNHOUSES:**

Street Address

This ballot may be filed in the Official Public Records of Harris County, Texas with the First Amendment to the Master Declaration for Trailwood Village Townhouses.

**FIRST AMENDMENT
TO THE
MASTER DECLARATION
FOR
TRAILWOOD VILLAGE TOWNHOUSES (A RESIDENTIAL DEVELOPMENT)**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Master Declaration for Trailwood Village Townhouses (the "Amendment") is made on the date hereinafter set forth by the approval of sixty-seven percent (67%) of the total votes allocated to Owners entitled to vote in Trailwood Village Townhouse Association (the "Association"), and shall be effective as of the date of recording in the Real Property Records of Harris County, Texas.

WITNESSETH:

WHEREAS, Eugene Winograd, M.D. ("Declarant"), executed that certain Master Declaration for Trailwood Village Townhouses (the "Declaration") which was filed of record under Harris County Clerk's File No. E299775 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in a property owners association or such lower percentage contained in the declaration; and

WHEREAS, the amendment to the Declaration set forth below has been approved by the members of the Association entitled to cast at least sixty-seven percent (67%) of the votes in the Association.

NOW THEREFORE, upon approval by at least sixty-seven percent (67%) of the total votes allocated to property owners in the Association, the Declaration is hereby amended as follows:

Article IV, Section 2(C) is hereby amended to read as follows:

C. The right of the Association to suspend the right to use the Court Site by an Owner for any period during which any assessment against the Owner's Townhouse Building Plot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Article VII, Section 1 is hereby amended to read as follows:

Section 1. By the Owner. It shall be the duty and obligation of each Owner of a Townhouse Building Plot, at his own cost and expense to maintain and to keep in good repair the exterior of his residence and to paint, decorate and maintain the interior thereof. Maintenance and repair by each Owner, shall include, but not be limited to, the foundation, exterior walls, and all other exterior surfaces, gutters, downspouts, planting and electrical fixtures, wiring and equipment, air conditioning equipment, appliances, and all other construction, equipment, fixtures and appliances owned by him. The Association, however, shall have the duty, and the exclusive right to maintain all exterior wood and masonry, and to paint the exterior of each townhouse, and to coordinate the decorative scheme of the entire property by selecting the color of paint for each residence's exterior. Other than the duty and right set forth in the preceding sentence, the Association shall have no duty or responsibility to paint, decorate, repair, replace or maintain either the exterior or interior of any residence or improvements of any Owner, or any part thereof. Additionally, each Owner is solely responsible for the cost and maintenance of the Owner's back patio, including but not limited to: concrete, landscaping, vegetation, trees, fencing, etc.

Article X, Section 5 is hereby amended to read as follows:

Section 5. Maximum Monthly or Annual Assessments. Effective the date the First Amendment to the Master Declaration for Trailwood Village Townhouses is filed of record in the Harris County Real Property Records, the amount of the monthly or annual assessments shall be Two Hundred and Five Dollars (\$205.00) per month, or Two Thousand Four Hundred Sixty (\$2,460.00) Dollars per year.

- (A) The maximum monthly or annual assessments may be increased once a year by the Board of Directors of the Association, by an amount not to exceed ten percent (10%) over the prior monthly or annual assessment, without a vote of the members of the Association.
- (B) The maximum monthly or annual assessments may be increased above that allowed by Section 5(A) of this Article X, if the increase is approved by the affirmative vote of two-thirds (2/3) of the total eligible votes of the Association appearing in person, or by proxy, or by absentee ballot at a meeting of the members duly called for that purpose.

Article XIII, Section 1 is hereby amended and restated to read as follows:

Section 1. Residential Use and Leasing. Each Owner shall use his/her Townhouse Building Plot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of a Townhouse Building

Plot for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Townhouse Building Plot for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional or commercial related sign, logo or symbol displayed on the Townhouse Building Plot; there is no business, professional or commercial related sign, logo or symbol displayed on any vehicle on the Townhouse Building Plot; there are no clients, customers, employees or the like who go to the Townhouse Building Plot for any business, professional or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

An Owner of a Townhouse Building Plot is entitled to lease the Townhouse Building Plot only for single family residential purposes. No Owner is permitted to lease the Owner's Townhouse Building Plot for hotel or transient purposes. For purposes of this Section 1, a lease term that is less than six (6) months is deemed to be a lease for hotel or transient purposes. Every lease must provide that the lessee is bound by and subject to all of the obligations under this Declaration and a failure to do so shall be a default under the lease. The Owner who leases his/her Townhouse Building Plot is not relieved from any obligation to comply with the provisions of this Declaration by virtue of the lease. An Owner is not permitted to lease a room in the residence or other structure on the Owner's Townhouse Building Plot or any portion less than the entirety of the Townhouse Building Plot.

Article XVI is amended to read as follows:

Architectural Control By Friendswood Development Company and King Ranch, Inc. and Trailwood Village Community Association. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change of color or alteration thereof be made after original construction until the plans and specifications shewing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by Friendswood Development Company (a corporation of Harris County, Texas) and King Ranch, Inc. (a corporation of Kleberg County, Texas), hereinafter jointly called "Friendswood", or its assignee hereinafter provided for, as to compliance with the Minimum Construction Standards adopted and promulgated by Friendswood from time to time for said Subdivision, and as to harmony of external design and location in relation to surrounding structures and topography, such approval being only for such purposes and shall not indicate Friendswood's approval for any other purpose. In the event Friendswood, or its assignee, fails to approve or disapprove such plans and specifications within thirty (30) days after receipt thereof, approval shall not be required and this Article shall be deemed to have been complied with.

If any provision of this Amendment is found to be in conflict with the Declaration, this Amendment will control. The Declaration, as hereby amended, is in all ways ratified, confirmed, and remains in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

IN WITNESS WHEREOF, pursuant to the authority in §209.0041(h) of the Texas Property Code, this Amendment has been approved by at least sixty-seven percent (67%) of the votes in the Association.

IN WITNESS WHEREOF, this First Amendment to the Declaration is executed as of the ____ day of _____, 2021.

**Trailwood Village Townhouse Association, a
Texas non-profit corporation**

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Trailwood Village Townhouse Association, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public -- State of Texas