

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
WOODLAKE FOREST IV HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Woodlake Forest IV Homeowners Association, Inc. ("Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instrument for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instrument for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Woodlake Forest IV Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Woodlake Forest IV Homeowners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Woodlake Forest IV Homeowners Association, Inc." respectively recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. 20070053194, 20070706508, 20090399152, 20120020524, 20120318528, 20140200925, RP-2017-537498, RP-2018-490386, RP-2020-67773 and RP-2020-251729 ("Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

- **Woodlake Forest IV Homeowners' Association Landscaping Guidelines for Residents.**

[The attached document was properly adopted in the open session of the September 8, 2020 meeting of the Association Board of Trustees and supersedes any previously recorded versions.]

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This 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 Supplemental Notice is true and correct and that copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

RP-2020-431342

Executed on this 14th day of September, 2020.

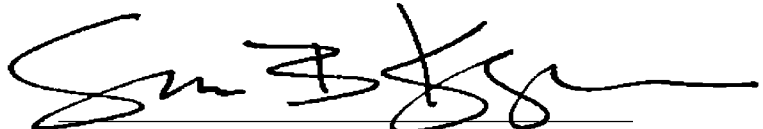
**WOODLAKE FOREST IV HOMEOWNERS
ASSOCIATION, INC.**



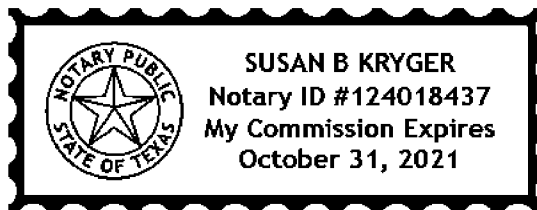
By: _____
Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 14th day of September, 2020 personally appeared Cliff Davis, authorized representative of Woodlake Forest IV 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.



Notary Public in and for the State of Texas



RP-2020-431342

**WOODLAKE FOREST IV HOMEOWNERS' ASSOCIATION
LANDSCAPING GUIDELINES FOR RESIDENTS
Passed at WFIV HOA Board Meeting September 8, 2020**

These Landscaping Guidelines (“Guidelines”) for the Woodlake Forest IV Homeowners Association, Inc. (“Association”) are promulgated in conformance with Article IV of the Declarations of Covenants and Restrictions of Woodlake Forest IV (“WF IV”), Sections A, B & C. These Guidelines replace and supersede any previous Landscaping Guidelines adopted by the Association.

COMMON PROPERTIES

For the purposes of landscaping, in addition to the definition in the Declaration of Covenants and Restrictions Woodlake Forest IV (“DCRs”) at Art. I Sec (f), Common Properties are defined as any area or acreage in the subdivision beginning at the defined front property line of each house to the street, with the exception of the driveways and sidewalks, which are appurtenant to the home and are the responsibility of the homeowner.

Common Properties also include the alleys in the rear of homes, except for the driveway apron appurtenant to the garage.

Common Properties also include designated side-yards between residences and the grounds from the rear of residences back decks along Doliver and Longmont, which back up to Buffalo Bayou. The land on which most of these residences’ decks rest upon belong to the Association with an express variance that allows an owner to build a deck provided that the owner maintains each deck and any landscaping contained on the deck. Typically, freestanding residences contain a private three-foot strip along the side of the residence. These strips of land are to be maintained by each owner. Access to these strips of land is granted to the Association and the abutting owner’s residence for the purpose of routine maintenance and utility work, given proper notice by the Association and/or the abutting owner as outlined in the DCRs and other Association governing documents.

The limit of the ownership for the residences along Bayou Brook, which back up to the drainage ravine, is the south side of the deck attached to the house. All remaining property, including easement property over which the deck may have been built, along the ravine is Common Property or City of Houston Easement property. Because of the inaccessible nature of the property, the Association does not maintain most of the Common Property or any of the City of Houston Easement property behind the residences on Bayou Brook. Diseased or dead trees will be removed by the Association’s Board of Trustees (Board) if such tree is located on the Common Property. Diseased or dead trees cannot and will not be removed from City of Houston Easement property. Tree limbs and branches that are in jeopardy of damaging roofs or siding will be removed by the Board regardless if such tree is located on Common Property or City of Houston Easement property.

RP-2020-431342

COMMON AREA RESTRICTIONS

The Common Properties are designed for the use and benefit of all owners/residents of WF IV. The Association cannot allow any owner/residents to plant trees, shrubs or flowers in the Common Properties without express written approval from Landscaping Trustee.

Owners are encouraged to beautify the Common Properties by adding flower pots, park benches, walking paths and other landscaping items that would accomplish the overall objective of the beautification and/or usability of the Common Properties for all owner/residents of WF IV. A written request for the approval of such items must be submitted to the Landscaping Trustee. Larger beautification projects will be submitted to the Board by the Landscaping Trustee for review prior to approval.

Anything placed in the Common Properties by an individual owner/resident that has not been approved is subject to be removed at the owner's expense. The Board's Landscaping Trustee will send a notification to the owner asking that the object(s) be removed and if it is not removed within 30 days from the notice date, the landscaping company will remove it at the owner's expense.

LANDSCAPE PLAN DEVELOPEMENT

The Association does not prepare plans for the landscaping of an owner's property. If an owner wishes, they may develop their own plan and at their own expense for landscaping their own property and/or the Common Property abutting their residence (usually at the front, side, or rear of the residence). Any plan for the Common Property abutting their residence must then be submitted in writing to the Landscaping Trustee for approval. No private landscaping can commence on the Common Property without approval of the Landscaping Trustee. The Landscaping Trustee may refer a plan to the Board for review, modifications, changes, and adjustments to the owner's plan to insure that all new replacement plants follow the design of the area in question and the overall design direction of Woodlake Forest IV.

TREES

All trees in "Common Properties", as determined by the Board and as defined in Declaration of Covenants and Restrictions, Art. I are protected and are under the control, care and maintenance of the Association, as administered by its Board of Trustees (Art. XI).

No owner/resident is allowed to trim, prune, remove or otherwise cut down or destroy any tree on Common Properties without the direct approval of the Board. The Association does a pruning review annually in the Common Properties. The Association does not fertilize or deep root feed trees. Any deep root feeding of trees in the subdivision in the Common Properties must be at the resident's expense with the written permission of the Landscaping Trustee. Trees damaged by wind, ice, or storms (tropical or other) will be attended to as soon as possible after the storm or when the Board deems it safe to do so.

Any owner's request to remove a tree on Common Properties must be approved by the Board. A tree removal request from an owner must be made to the Landscaping Trustee who will refer it to

the Board. The request might require written documentation by a licensed and bonded contractor acceptable to the Board. The written request must state the reasons for removal and facts to substantiate the reasons; these reasons could be related to foundations, roots, and deterioration. Depending on the reasons stated, the contractor employed by the resident to make the written request must be an expert in foundations, roots, deterioration or other pertinent problems related to the tree. The Board will make the final decision regarding tree removal with the help of the subdivision landscaping contractor, an arborist or any other company the Association wishes to employ to review the request.

Owners may report to the Landscaping Trustee any tree even if it is not related to foundations, roots, and deterioration if the owner believes that the tree is dead or diseased. If it is determined by the Landscaping Trustee that a tree is dead or diseased and needs to be removed, the Landscape Trustee will share this information with the Board. If there is a question as to whether a diseased tree should be removed, the Board can agree to have the Landscaping Trustee engage an arborist for a second opinion.

If the Board determines that a tree is dead, dying or is otherwise detrimental, the costs of any second opinion and the subsequent removal costs will be borne by the Association. If the Board determines that a tree is not dead, dying, or otherwise detrimental and a removal request is approved by the Board, the costs of the removal shall be borne solely by the Owner who made such request.

ROOT BARRIERS

If a resident believes that the roots or branches of a tree on Common Property are having a detrimental effect on their house or property, the resident may petition the Board in writing as stated herein to take corrective action to alleviate the problem.

Residents may, at their own expense and liability, install "root barriers" next to their foundation, if they believe the roots of a tree on Common Property are having, or may have in the future, a detrimental effect on their foundation. Such root barriers must be designed and installed by an independent professional contractor skilled in this process. Complete drawings showing the configuration, placement and details of a proposed root barrier and description of concurrent care and maintenance of the tree to protect its health must be submitted to the Landscaping Trustee for review prior to the Landscaping Trustee submitting it to the Board for its written approval prior to any work commencing.

SHRUBS, PLANTS, PERENNIALS, GROUND COVERS: REMOVAL AND REPLACEMENT

The Association will replace shrubs, plants, perennials, and ground covers that were planted by the Association. The following guidelines apply:

1. Shrub, plant, perennial, or ground cover is dead or dying.
2. A replacement shrub will be of the same species as the one being replaced and is to be no more than a 5 gallon sized shrub.

3. If the owner does not want the same plant species, the resident may request a replacement with a plant of a species that has a similar size, price and maintenance characteristics which is no more than a 5 gallon shrub sized shrub. If an owner would like a shrub that is more expensive and/or would like a larger sized shrub they may pay the difference over and above the market rate of the replacement shrub that otherwise would have been planted.

4. Shrubs that are damaged by lack of water: The Association will not replace any shrub that has been lost due to lack of water and or construction damage because of the homeowner's or his agent's negligence or active interference with the Association's maintenance. The individual owner is responsible for replacing the damaged shrubs.

5. Any and all shrubs, plants, trees, perennials, and ground covers planted by the owner/resident that were not approved by the Association as described in "Landscape Plan Development" are the complete responsibility of the owner and will not be maintained by the Association. If any of these shrubs, plants, trees, perennials, and ground covers are not maintained to the standards of the Association, they will be removed by the Association at owner's expense.

This does not apply to shrubs, plants, perennials, and ground covers planted by previous or current owners and/or their contractors.

LAWN SPRINKLER IRRIGATION SYSTEMS

The Association will have its landscape contractor service and maintain all heads, controllers and piping of systems in front of houses and systems in Common Properties. The cost of repairs and maintenance of Association sprinkler and irrigation systems will be borne by the Association. Where fences and/or locked gates prevent the contractor from getting to the valves for irrigating Common Properties it is the responsibility of the owner/resident to turn on the system.

If owners have added private irrigation systems, it is the responsibility of the owner to turn on their system and to maintain and to pay for servicing their private system. Owners of private systems must see to it that their controllers are set and adjusted to water often enough during summer months to prevent plants from dying. Owners who elect to install private systems that will in any way alter the existing sprinkler system must submit a written landscaping request to the Landscaping Trustee.

All owners must be responsible for monitoring the sprinkler system at their houses.

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RP-2020-431342
Pages 7
09/14/2020 03:28 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$38.00

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.



A handwritten signature in black ink, appearing to be "C. Hollins", is written over the printed name and title.

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-431342