

4/20

RULES AND REGULATIONS OF WINDMILL FARMS ASSOCIATION, INC.

These Rules and Regulations ("Rules") have been approved and adopted effective as of June 1, 2005, by the Board of Directors ("Board") of Windmill Farms Association, Inc. (the "Association"). For purposes of these Rules, each term that has its initial letter capitalized shall have the same meaning as set forth in the Master Declaration of Covenants, Conditions and Restrictions for Windmill Farms, as amended or supplemented from time to time (the "Declaration").

1. **For Sale or For Lease Signs.** Any Owner desiring to place any marketing signage such as a "For Sale" or "For Lease" sign on the Owner's Lot shall be required to purchase from the Association a sign in form and content approved by the Board which shall include the Windmill Farms logo. Any other "For Sale" or "For Lease" signs, including signs furnished by real estate agents or by the Owner, are prohibited.

2. **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. The Architectural Control Committee shall have the right to determine if any portion of the Property is in an unsanitary, unsightly, offensive, or detrimental condition. Refuse, garbage and trash shall be kept at all times in covered containers. The containers shall be placed on the curb for collection no earlier than the night before the scheduled collection day, and the contents thereof disposed of regularly as required by the Association or local authority. After collection, the containers shall be promptly returned to the Owner's garage or other location that is screened from view by the public.

3. **Parking and Prohibited Vehicles.**

A. **Parking.** Parking shall be permitted only in garages or driveways of a Lot or in other parking areas as designated by the Board, in which parking may be assigned. The Declarant and/or the Association may designate on-street parking areas for visitors or guests subject to reasonable rules.

B. **Prohibited Vehicles.** With respect to any portion of the Property that is not Commercial Property, commercial vehicles, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers, campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or in the back yard so that they are not visible from the street. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses are prohibited on the Property except within enclosed garages or in the back yard so that they are not visible from the street. For purposes of this paragraph, a vehicle is "stored" if it is put up on blocks or covered or has not been moved and remains on blocks or covered or not moved for ten (10) consecutive days without the prior approval of the Board. Service and delivery vehicles may be parked in the Property for such time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas, but may not be parked overnight. Any vehicle parked in violation of the Declaration, the Bylaws, this Rule, or any other parking rules promulgated by the Board may be towed.

After recording, please return to:
Bruce Bringardner
700 North Pearl Street 25th Floor
Dallas, Texas 75201

4. **Noise or Other Nuisance.** No exterior speakers, horns, whistles, bells or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

5. **Hazardous Activities.** No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limitation, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted, except within interior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes. However, the Board shall have no obligation to enforce any laws, ordinance or government regulations prohibiting the discharge of firearms or fireworks.

6. **Quiet Enjoyment.** Nothing shall be done or maintained in any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Lots. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No noxious or offensive activity shall be conducted on the Property, which the Board finds to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Areas or to the Owners and invitees of other Lots.

7. **Pets.** Pets must be on a leash at all times when on the street or in the Common Areas. Owners and all occupants of their Lots are responsible for cleaning up after their pets in the street and in the Common Areas. Owners and all occupants of their Lots shall prevent their pets from disturbing others by creating a nuisance or excessive noise, or by threatening or assaulting other Owners and occupants and their pets.

8. **Fencing.** In order to provide a consistent appearance, all fencing that faces Iron Gate Blvd., Concord Blvd. or any other primary street designated by the Architectural Control Committee must be constructed of wood and must be stained (not painted) with a stain color to be determined by the Architectural Control Committee, at the Owner's expense.

9. **Use of Swimming Pool, Pavilion and Other Amenities.** If any Owner fails to pay his Assessments when due or otherwise violates any provision of the Declaration, the Bylaws or these Rules, the Association may deny access to the swimming pool, the pavilion and the other amenities generally available to residents of Windmill Farms (including but not limited to any current or future golf course) by that Owner, all occupants of the Owner's Lot, and all guests and invitees of the Owner and any occupant of the Owner's Lot.

10. **Laws and Ordinances.** Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal, state and municipal governments applicable to the Property. Any violation may be considered a violation of the Declaration. However, the Board shall have no obligation to enforce any laws, ordinances, or government regulations.

11. Enforcement of Rules and Regulations.

A. **Compliance with Rules.** Each Owner and each occupant of any Lot shall comply strictly with the provisions of these Rules , as amended or supplemented from time to time. For purposes of these Rules an "occupant" of a Lot includes, but is not limited to, a tenant. Failure to comply with any provision of the Rules shall also constitute a violation of the Declaration, and may give rise to the imposition of Fines and to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association.

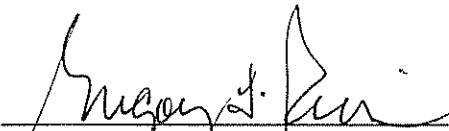
B. **Fines.** The Association, acting through its Board, may at any time and from time to time establish, impose and collect fines ("Fines") which accumulate on a daily basis. The Fines may be imposed in the discretion of the Board against Owners that are in violation of any provision of the Declaration, the Bylaws or the Rules. Once Fines are imposed upon any Owner by written notice to the Owner at its last known address on the books and records of the Association, all Fines shall also be secured by a lien on the violating Owner's Lot.

C. **Suspension of Voting Rights.** Without limiting any other rights of the Association to enforce the Declaration, the Bylaws and the Rules, the Board may suspend the voting rights of any Owners who have failed to pay their Assessments or who have otherwise violated the Declaration, the Bylaws or the Rules.

D. **No Defenses or Offsets.** No defenses or offsets against the payment of an Assessment shall be permitted for any reason, including, without limitation, any claim by an Owner that (i) the Association is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in the Declaration or the Bylaws; (ii) an Owner and his family have made or elected to make no use of the Common Areas; (iii) the Owner and his family have otherwise waived or attempted to waive their Membership in the Association; or (iv) the Association has suspended the right and privilege of the Owner and his family to use the Common Areas as provided in the Rules and Regulations of the Association.

E. **Procedural Requirements.** Notwithstanding the above, prior to commencement of any enforcement action in which an Owner is charged with a violation of the Declaration, the Bylaws or the Rules other than the payment of Assessments, the Board shall comply with the notice and hearing requirements set forth in Section 209 of the Texas Property Code, as amended.

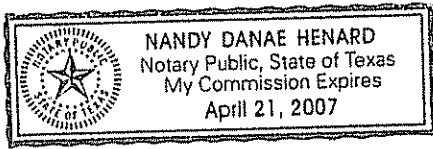
WINDMILL FARMS ASSOCIATION, INC.

By: 
Name: Gregory L. Rich
Title: Vice President

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on June 1, 2005, by Gregory L. Rich, the Vice President of Windmill Farms Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Nandy Danae Henard
Notary Public - State of Texas



Filed for Record in: Kaufman County
On: Jun 02, 2005 at 02:23P

Filed for Record in:
Kaufman County

On: Jun 08, 2005 at 02:23P

As a
Recording

Document Number: 00011319

Amount 20.00

Receipt Number - 32577

By:
nancy Dickerson

STATE OF TEXAS COUNTY OF KAUFMAN

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the need records of:

Kaufman County

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.

Jun 08, 2005

Honorable Laura Hughes, County Clerk
Kaufman County