

**WELLINGTON OF FLOWER MOUND RESIDENTIAL ASSOCIATION, INC.
SOCIAL MEDIA POLICY**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

WHEREAS, the property encumbered by this Social Media Policy (“**Policy**”) is that property restricted by the “Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington of Flower Mound, Denton County, Texas” recorded in the Official Public Records of Real Property of Denton County, Texas under County Clerk’s File No. 006513, as same has been amended from time to time (all such documents collectively referred to as the “**Declaration**”), and any other property that is annexed thereto and/or made subject to Wellington of Flower Mound Residential Association, Inc.’s (“**Association**”) authority.

NOW THEREFORE, in accordance with the dedicatory instruments governing the Association, the Board of Directors (“**Board**”) of the Association hereby adopts this Policy to establish rules and procedures for the Owners’ use of the Association’s social media outlets. This Policy runs with the land and is binding on all Owners within the Association. This Policy replaces any previously recorded or implemented policy that addresses rules or procedures for the Owners’ 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 other graphical information.
- 1.3. **Good Standing.** “Good Standing” means an Owner who: (a) is current in the payment of assessments and other charges due and owing to the Association that are authorized by the Declaration or other dedicatory instrument of the Association and/or state law; and (b) is not the subject of an Association enforcement action for a violation of the Declaration or any other dedicatory instrument applicable to the Association.

2. Association’s Social Media Outlets/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.
- 2.3. **Unauthorized Social Media.** An Owner or resident 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 Owner written authorization to create or form such a website, social media, newsletter, and/or other publication; or
 - b. The Owner prominently states on the website, social media, newsletter and/or other publication that it is “not official” and “not approved by the Association.
- 2.4. In no event shall any Owner, resident or other person use the names “Wellington of Flower Mound” or “Wellington of Flower Mound Residential Association, Inc.” as the name of, or as part of the name of, any social media outlet without the express written permission of the Board.

3. Authorized Users

- 3.1. **Owners.** Only Owners (or other residents as approved by the Board) are permitted to post on the Association’s social media outlets/websites. By posting Content, the user represents and warrants that he or she is a current Owner of the Association in Good Standing. All Owners 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.
- 3.2. **Removing Content.** The Board, in its sole discretion, may remove or cause to be removed Content posted by an Owner who is not in Good Standing.
- 3.3. **Revoking Access.** If the Association deems in its sole discretion that a user of any of its social media outlets/websites is not an Owner, or is an Owner that is not in Good Standing, the Association may revoke the user’s access to the Association’s social media outlets/websites.

4. Permitted Uses

- 4.1. **Permitted Content.** All Content on the Association’s social media outlets/websites, shall be respectful, positive, and in good taste. An Owner **shall not** publish any Content that:
 - a. The Owner does not have the right to publish;
 - b. Is for the purpose of advertising a commercial business or proposition other than classified ads. The Board shall have the sole and absolute discretion to determine if Content is for the purpose of advertising a commercial business or proposition;

- c. Is, in the sole and absolute discretion of the Board, in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
 - d. Is, in the sole and absolute discretion of the Board, inappropriate, profane, obscene, indecent, discriminatory, hateful, or abusive;
 - e. Is, in the sole and absolute discretion of the Board, 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, in the sole and absolute discretion of the Board, be perceived as violating another person's right to privacy, including but not limited to Owner addresses, phone numbers and emails and/or license plate numbers;
 - h. Attempts to address or addresses Association business.
- 4.2. **Other Users' Legal Rights.** An Owner shall not use the Association's social media outlets/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 outlets/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 Board, in its sole and absolute discretion, may delete or cause to be deleted the Content without notice to the user who posted it.
- 5.3. **Revoking Access.** If the Board, in its sole and absolute discretion, determines that an Owner has violated the Association's governing documents, including this Policy, the Association may revoke the Owner's access to the Association's social media outlets/websites.
6. **No Representations.** The Association makes no representations about the accuracy or veracity of Content published on its social media outlets/websites by Owners or third parties. The Association does not guarantee that any information on its social media outlets/websites published by Owners 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. Submissions to the Association's Architectural Control Committee ("Committee") may not be made through the Association's social media outlets/websites. Any and all submissions to the Association's Committee made through the Association's social media outlets/websites are hereby automatically denied without any further action needed by the Association and/or the Committee. For purposes of this section, applications, submissions and requests submitted through www.wellingtonhoa.net will not be considered a violation of the Policy.
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 Owners or third parties. As such, the Association disclaims any liability in connection with the use of its social media outlets/websites or from Owners' participation in such use. The Association specifically disclaims any liability for offensive, inappropriate, obscene, unlawful, or otherwise objectionable content or information an Owner may encounter on the Association's social media outlets/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 outlets/websites. In no event will the Association be liable to any Owner 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 outlets/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 Owner in any particular year will not exceed an amount equal to: [the amount of any assessments paid to the Association by the Owner 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.