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NOTICE
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01/03/2012 RPI \$112.00

CERTIFICATION

STATE OF TEXAS

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COUNTY OF HARRIS

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an Agent for Northmead Village Community Association, Inc. a Texas non-profit corporation;
- (2) Instruments titled: "Articles of Incorporation of Northmead Village Community Association, Inc.", "Records Retention Policy", "Open Records Policy", "Collection Policy", "Payment Plan Policy" and "Guidelines", are attached hereto;
- (3) The property affected by the said Instruments is described as, to wit:

Northmead Village, Section One, an addition in Harris County, Texas, according to the map or plat thereof recorded in the Map Records of Harris County, Texas, under Volume 288, Page 74, along with any replats or amendments thereto.

W

- (4) The attached Instruments are true and correct copies of the originals.

IN WITNESS WHEREOF, I have subscribed my name on this the 28th day of December 2011.

[Signature]
Luke P. Tollett, Attorney for Northmead Village Community Association, Inc.

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STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Attorney for the Northmead Village Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 28th day of December, 2011.

[Signature]
Kathleen Kosturi
Notary Public, State of Texas

After recording return to:
HOLT & YOUNG, P.C.
11200 Richmond Ave., Suite 450
Houston, Texas 77082



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FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION
OF

APR 25 1979

NORTHMEAD VILLAGE COMMUNITY ASSOCIATION, INC.

Patrick Brice
Attorney, Corporation Division

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: THAT

We, the undersigned natural persons of the age of eight-
teen (18) years or more, all of whom are citizens of the State
of Texas, acting as incorporators of a corporation under the Texas
Non-Profit Corporation Act, do hereby adopt the following Articles
of Incorporation for such corporation (hereinafter called the
"Association"):

ARTICLE I
CORPORATE NAME

This Association shall be known as NORTHMEAD VILLAGE
COMMUNITY ASSOCIATION, INC, and by and under such name it shall
conduct and transact all its business.

ARTICLE II
CORPORATE ADDRESS AND AGENT

The street address of the Association's initial regi-
stered office is 4550 Dacoma, Houston, Texas 77092, and the name
of its initial registered agent at such address is B. P. Pierce.

ARTICLE III
CORPORATE STATUS

The Association is a non-profit corporation.

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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FILED

0982-96-0881-113

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed for the purposes of providing for maintenance and preservation of the properties subject to the Declaration of Covenants, Conditions and Restrictions applicable to Northmead Village, Section One, a subdivision in Harris County, Texas, to be recorded in the Official Public Records of Real Property of Harris County, Texas, hereinafter called the "Declaration", according to the plat to be recorded in the office of Map Records of Harris County, Texas, and any additional properties that may hereafter be made subject to the Declaration and to promote the health, safety and welfare of the residents within the above-described property and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and, with the assent of two-thirds (2/3) of the votes of the members, as hereinafter defined, mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area as defined in the Declaration and facilities owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon. Except as to the dedication of easements for public utility purposes which can be approved by a majority of the Directors, no such dedication, sale or transfer shall be effective unless approved by two-thirds (2/3) of the votes of the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of the members; and

(g) be able to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law now or hereafter may have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the Association to do any act in violation of said Non-Profit Corporation Act, and all such objects or purposes are subject to such Act.

ARTICLE V

MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided fee interest in any property which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

2025-04-23 11:00 AM

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Friendswood Development Company, the Declarant under the aforesaid Declaration, and shall be entitled to one vote for each Lot or Commercial Unit owned, also as defined in the By-Laws. When more than one person holds an interest in any Lot or Commercial Unit, all such persons shall be members. The vote for such Lot or Commercial Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Commercial Unit.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or Commercial Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall first occur:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) fifteen (15) years from the date of the Declaration.

The Class A and B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of

the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
R. F. Bradley	4550 Dacoma St., Houston, TX 77092
D. R. Breeland	4550 Dacoma St., Houston, TX 77092
A. C. Burkhalter, Jr.	4550 Dacoma St., Houston, TX 77092
J. F. Hattwell	4550 Dacoma St., Houston, TX 77092
T. R. Wussow	4550 Dacoma St., Houston, TX 77092

At the first annual meeting the members shall elect three directors for a term of one year, and two directors for a term of two years; and at each annual meeting thereafter the members shall elect directors for a term of two years, in the number required to maintain the membership of the Board at five, or such number as is set forth in the By-Laws from time to time, if otherwise.

ARTICLE VIII
AMENDMENTS

Amendment of these Articles shall require the assent in writing of two-thirds (2/3) of the votes of the members at the time of amendment.

ARTICLE IX
DURATION

The Association shall exist perpetually.

1989-06-2364

ARTICLE X
DISSOLUTION.

The Association may be dissolved with the assent of two-thirds (2/3) of the votes of the members at the time of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI
INCORPORATORS

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
R. D. Leonhard	4550 Dacoma St., Houston, TX 77092
A. C. Burkhalter, Jr.	4550 Dacoma St., Houston, TX 77092
T. R. Wussow	4550 Dacoma St., Houston, TX 77092

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of April, 1979.

R. D. Leonhard
R. D. Leonhard

A. C. Burkhalter, Jr.
A. C. Burkhalter, Jr.

T. R. Wussow
T. R. Wussow

STATE OF TEXAS |
COUNTY OF HARRIS |

I, the undersigned authority, a Notary Public in and for Harris County, Texas, do hereby certify that on the 20th day of April, 1979, personally appeared R. D. Leonhard, A. C. Burkhalter, Jr., and T. R. Wussow, who being by me each first duly sworn, each declared that he is one of the persons who signed the foregoing instrument as an incorporator and that the statements therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Carolyn Stephenson
Notary Public in and for
Harris County, Texas

Carolyn Stephenson
My Commission Expires
March 21, 1981

REF 3033-46-2366

RECORDS RETENTION POLICY
For
NORTHMEAD VILLAGE COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Joanne McIntyre, President of Northmead Village Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on 7th day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The new law becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. Retention Periods.

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision

1000-46-2367

d) Contracts	Four (4) years after expiration of termination of the contract
e) Minutes of the meetings of the Board of Directors	Seven (7) years
f) Minutes of meeting of members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions of each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently
s) Suit files	Seven (7) years after the date the suit is resolved

2. Destruction of Documents

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

**NORTHMEAD VILLAGE COMMUNITY ASSOCIATION
CERTIFICATION**

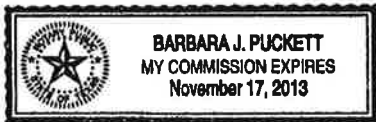
"I, the undersigned, being the President of Northmead Village Community Association, hereby certify that the foregoing Records Retention Policy was adopted by at least a majority of the Association Board of Directors."

By: Joanne McIntyre
Name: Joanne McIntyre
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of December, 2011 by

Joanne McIntyre, President of Northmead Village Community Association, Inc.



Barbara J. Puckett
Notary Public in and for the State of Texas

**After recording please return to:
Graham Management
12000 Westheimer, Suite 390
Houston, Texas 77077**

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OPEN RECORDS POLICY
For
NORTHMEAD VILLAGE COMMUNITY ASSOCIATION, INC.

The State of Texas §
 §
County of Harris §

I, Joanne McIntyre, President of Northmead Village Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 7th day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The new law relating to open records becomes effective January 1, 2012.
3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

1. **Request.** An owner or the Owner's Representative must submit a written request for access or information. The written request must:
 - a. Be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. Describe with sufficient detail the books and records of the Association that are requested; and
 - c. State whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.
3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the then (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

4. **Inability to Produce Records Within Ten (10) Business Days.** If the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or Owner's Representative that:
- Informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
 - States a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.
5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.
6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.
7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.
8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records *	\$15.00 per hour
Copies (8 ½ x 11 and 8 x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	Actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	Actual cost
Cd	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may

require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. Actual Costs.

- 10.1 If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) day after the date the requested books and records are delivered.
- 10.2 If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3 If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4 If the Owner fails to pay the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. Books and Records Not Required to be Produced.

11.1 Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:

- a. Identify the history of violations of dedicatory instruments of an individual Owner;
- b. Disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
- c. Disclose an Owner's contact information, other than the Owner's address; or
- d. Disclose information related to an employee of the Association, including personnel files.

11.2 The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.

11.3 In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. Business Day. As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

**NORTHMEAD VILLAGE COMMUNITY ASSOCIATION
CERTIFICATION**

"I, the undersigned, being the President of Northmead Village Community Association, hereby certify that the foregoing Open Records Policy was adopted by at least a majority of the Association Board of Directors."

By: Joanne McIntyre
Name: Joanne McIntyre
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of December, 2011 by
Joanne McIntyre, President of Northmead Village Community Association, Inc.



Barbara J. Puckett
Notary Public in and for the State of Texas

**After recording please return to:
Graham Management
12000 Westheimer, Suite 390
Houston, Texas 77077**

COLLECTION POLICY
For
NORTHMEAD VILLAGE COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, Joanne McIntyre, President of the Northmead Village Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 7th day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by a majority vote of the members of the Board.

RECITALS:

WHEREAS, Article IV, Section 3, of the Declaration of Covenants, Conditions, and Restrictions for Northmead Village, provides that the due date for the assessments shall be January 1 of each year;

AND WHEREAS, Article IV, Section 7, of the Declaration of Covenants, Conditions, and Restrictions provides that assessments which are not paid within 30 days after the due date shall be delinquent;

AND WHEREAS, there is a need to establish orderly procedures for the collection of assessments which remain unpaid past their due date;

AND WHEREAS, the Board has established the following policy for the collection of delinquent assessments be as follows:

POLICY:

1. The annual assessment shall be due and payable on the first day of January of each year.
2. Upon Request, an Owner may obtain a payment plan consisting of 3 monthly installments. If an owner makes a request they will be allowed a payment plan pursuant to the Payment Plan Policy for Northmead Village Community Association, Inc.
3. Any assessments which are not paid by January 31st shall be delinquent.
4. Delinquent assessments shall be assessed a late fee in the amount of \$20.00.
5. Delinquent assessments shall bear interest at the rate of 6% per annum until paid.
6. On approximately February 15th, a notice of delinquency shall be mailed to owners who are still delinquent. The notice shall specify the amount of the delinquent payments and the interest accrued as of that date.
7. On approximately March 15th, a final notice of delinquency shall be mailed, by both certified and regular mail, to owners who are still delinquent. The cost of such notice shall be \$35.00, and shall include a demand for payment of the full amount owing which includes the assessment plus late fees, certified letter fees and all other costs to date.
8. If a response to the final notice of delinquency is not received within thirty (30) days from the date sent, the Association will instruct their attorney to issue a legal demand letter for payment of the full amount owing including the assessment, interest, late fees, collections costs and fees and any legal fees incurred on the account as of that date.
9. In the event the delinquent account remains unpaid, the Board will review the account with the Managing Agent and shall elect a remedy of law.

This resolution is in addition to and shall in no way whatsoever detract from the rights of the Association as specified in the Northmead Village Declarations.

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100-91-000

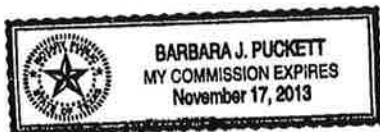
**NORTHMEAD VILLAGE COMMUNITY ASSOCIATION
CERTIFICATION**

"I, the undersigned, being the President of Northmead Village Community Association, Inc. hereby certify that the foregoing Collection Policy was adopted by at least a majority of the Association Board of Directors."

By: Joanne McIntyre
Name: Joanne McIntyre
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of December, 2011 by
Joanne McIntyre, President of Northmead Village Community Association, Inc.



Barbara J. Puckett
Notary Public in and for the State of Texas

After recording please return to:
Graham Management
12000 Westheimer, Suite 390
Houston, Texas 77077

522 91-000 22

**PAYMENT PLAN POLICY
FOR
NORTHMEAD VILLAGE COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Joanne McIntyre, President of the Northmead Village Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 7th day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board.

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The new law relating to alternative payment schedules (i.e. payment plans) becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a maximum of three (3) months, with the payments being equal payments of one-third (1/3rd) the original delinquency.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.
4. **Sums Included in Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

RE 080-46-237

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.
6. **Administrative Costs and Interest.** The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$35.00 for the preparation of a Payment Plan Agreement and for receiving, documenting and processing the payments. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at a rate of six percent (6%) per annum.
7. **Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the Management Company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.
8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.
9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan.

CERTIFICATION

"I, the undersigned, being the President of Northmead Village Community Association, Inc., hereby certify that the foregoing Payment Plan Policy was adopted by at least a majority of the Association's Board of Directors."

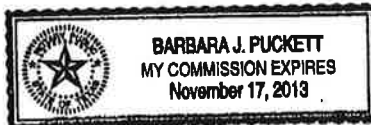
By: Joanne McIntyre President
Name: Joanne McIntyre

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of December, 2011 by Joanne McIntyre, President of Northmead Village Community Association, Inc.

Barbara J. Puckett
Notary Public in and for the State of Texas

After recording please return to:
Graham Management
12000 Westheimer, Suite 390
Houston, Texas 77077



**GUIDELINES RELATING TO SOLAR ENERGY DEVICES, ROOF SHINGLES,
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS AND RAIN HARVESTING SYSTEMS**
For
NORTHMEAD VILLAGE COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Joanne McIntyre, President of the Northmead Village Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on 7th day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Guidelines Relating to Solar Energy Devices, Roof Shingles, Flags, Flag Poles, Religious Items, Rain Barrels and Rain Harvesting Systems was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 202 of the Texas Property Code was amended to add sections relating to solar panels, roof shingles, flags, flag poles, religious items, rain barrels and rain harvesting systems.
2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 20, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Directors of the Association desires to adopt guidelines relating to solar panels, roof shingles, flags, flag poles, religious items, rain barrels and rain harvesting systems.

GUIDELINES:

I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the Architectural Review Committee (the "ARC") prior to installation of any solar panels or other solar items (collectively "Solar Panels") permitted by 202.010.
- 2) Solar Panels shall be located in a fenced-in yard or patio, OR on the roof of the house or other approved structure, not visible from the front of the structure, and in a location approved by the ARC (subject to any limitation imposed by 202.010).
- 3) Solar Panels shall be located entirely on the property of the owner erecting the Solar Panels and shall not be located on any other lot, property or common area.
- 4) When mounted on a structure, no Solar Panel may be higher or wider than the roofline of the structure it is mounted on.
- 5) When mounted on a structure, the top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.

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- 7) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.
- 8) An Owner wishing to obtain approval of the installation of a solar panel or device that does not comply with any single criteria above must demonstrate that an alternative location will enable the panel or device to generate more than 10% greater production in the alternative location.

II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as "Alternative Shingles"), subject to the following regulations:

An Owner must obtain prior written authorization of the Architectural Review Committee ("ARC"), to place or install any type of shingle or roofing material on the exterior of any improvement located on a Lot within the Subdivision. Roof Shingles will be approved upon the submission of a proper application to the ARC proposing an installation of roof shingles that is within the parameters set forth in Chapter 202.011 of the Texas Property Code and any other permissible criteria required by the ARC.

Roof shingles that satisfy all of the criteria of each subparagraph one through four below will be approved for installation.

1. shingles are either designed primarily to
 - a) be wind and hail resistant;
 - b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - c) provide solar generation capabilities.
2. the shingles resemble the shingles used on property in the subdivision.
3. the shingles are more durable than and are of equal or greater quality to the shingles used on property in the subdivision.
4. the shingles match the aesthetics of the property surrounding the owner's property.

III. To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, or a replica flag of any branch of the United States Armed Forces ("Permitted Flags"), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the Architectural Review Committee (the "ARC") prior to installation of any flag pole.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure OR from a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage or entry door.

- 6) A flag pole attached to a structure shall be limited to one per lot, shall be no more than 6 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a manner as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the ARC. Brackets which accommodate multiple flag poles are prohibited.
- 7) A flag pole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, they shall not be constructed of wood or plastic.
- 8) Only one Permitted Flag may be displayed on a flag pole attached to a structure; up to two Permitted Flags may be displayed on an approved free-standing flag pole that is at least 14 feet tall.
- 9) The flag display and flag pole shall conform to all setbacks, easements, and zoning ordinances.
- 10) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 11) Free-standing flag poles, are limited to one per lot, in a location approved by the ARC in writing, and shall not exceed 20 feet in height (including any ornamental cap) and 9 inches in diameter. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.
- 12) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.
- 13) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting shall be:
 - a) approved in writing by the ARC prior to installation, and
 - b) shall be ground mounted in the vicinity of the flag, and
 - c) shall utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and
 - d) shall point towards the center of the flag and face the main structure on the property or to the center of the property if there is no structure, and
 - e) shall not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.
- 14) Flag poles shall not generate unreasonable noise levels which would disturb the surrounding residents. In order to minimize noise all flag poles shall utilize vinyl or plastic snap hooks, shall utilize snap hook covers and may secure a rope around the flag pole with a flag pole clasp, or do whatever else is necessary to comply.

- 15) An owner can only place a flag pole or flag on his own property and no other lot, property or common area.
- 16) Flag poles are permitted solely for the purpose of displaying Permitted Flags. If a flag pole is not longer used on a daily basis it shall be removed by the Owner.

IV. Religious Items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed, as required by 202.018 of the Texas Property Code, subject to the following regulations:

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

V. Rainwater Recovery Barrels or Systems ("Barrels/System") shall be permitted to the extent required by 202.007(d), subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the Architectural Review Committee (the "ARC") prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner's home.
- 3) The Barrels/System cannot be located between the front of the owner's home and an adjoining or adjacent street. (the front yard)
- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner's property to install the Barrels/System, no Barrels/System shall be located on or extend onto any property other than the owner's lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area.

- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the ARC.
- 9) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above, so long as:
- a) the barrel does not exceed 55 gallons, and
 - b) the barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
 - c) the barrel is fully painted in a single color to blend with the adjacent home or vegetation, and
 - d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.
- 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
- 11) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are prohibited, however, where space allows and where appropriate as determined by the Association, ARC approved ponds may be used for water storage.
- 12) Harvested water must be used and is not allowed to become stagnant or a threat to health.
- 13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from gutters. Any unused systems in public view must be removed from public view of any street or common area.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

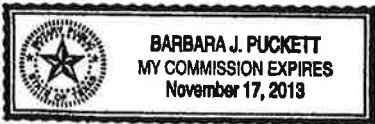
**NORTHMEAD VILLAGE COMMUNITY ASSOCIATION
CERTIFICATION**

"I, the undersigned, being the President of Northmead Village Community Association, hereby certify that the foregoing Guidelines Relating to Solar Energy Devices, Roof Shingles, Flags, Flag Poles, Religious Items and Rain Barrels and Rain Harvesting Systems was adopted by at least a majority of the Association Board of Directors."

By: Joanne McIntyre
Name: Joanne McIntyre
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of December, 2011 by
Joanne McIntyre, President of Northmead Village Community Association, Inc.



Barbara J. Puckett
Notary Public in and for the State of Texas

After recording please return to:
Graham Management
12000 Westheimer, Suite 390
Houston, Texas 77077

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and 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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

JAN - 3 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS