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**FIRST AMENDMENT TO NORTHAMPTON MAINTENANCE FUND, INC
ARCHITECTURAL CONTROL COMMITTEE
(NMF-ACC) GUIDELINES, VERSION 2003**

- I **INTRODUCTION.** The certain Northampton Maintenance Fund, Inc. Architectural Control Committee (NMF-ACC) Guidelines, Version 2003 (the "Guidelines") have been recorded in the Real Property Records of Harris County, Texas, on September 30, 2004, under Clerk's File Number X957061; and
- II **AMENDMENT.** The Guidelines are amended to add the following provision as Article V, Section M:

*see
no name
shown*

M. SUMMER/OUTDOOR KITCHEN STRUCTURES.

Summer/outdoor kitchen structures ("Outdoor Kitchens") include any structure, open to the air on at least three sides, that is free standing or partially adjoined to the main residential structure or the detached garage. An Outdoor Kitchen shall not exceed three hundred fifty (350) square feet in area coverage and shall be no more than fifteen feet (15') in height at the highest point from ground level. The materials, construction, roofing and color of the Outdoor Kitchen must be in harmony with the main residential structure. Outdoor Kitchens must comply with all building set-back lines and may not encroach into any utility easement.

RP 089-27-1545

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8:00 AM

AUG - 2 2005

Dorothy L. Keyman
County Clerk, Harris County, Texas

469028 MKK 122181 00118

OFFICER'S CERTIFICATE

I, Kurt Kirkpatrick, President of the Northampton Maintenance Fund, Inc., a Texas non-profit corporation (the "Association"), hereby certify that the attached document currently sets forth the amendment to the Association's Architectural Control Committee (NMF-ACC) Guidelines, Version 2003, to be effective May 20, 2005.

NORTHAMPTON MAINTENANCE FUND, INC., a Texas non-profit corporation

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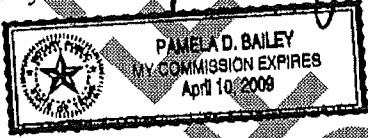
By: Kurt Kirkpatrick
Kurt Kirkpatrick, President

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledge before me on this the 19th day of June, 2005, by Kurt Kirkpatrick, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.

Pamela D. Bailey
Notary Public



AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacsek, LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 122181-118

✓
✓

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 on

AUG - 2 2005



Dorely B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 009-27-1546

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3
notice
✓

20110466525
11/04/2011 RP1 \$24.00

CERTIFICATE OF ADOPTION
OF
FLAG DISPLAY GUIDELINES
OF
NORTHAMPTON MAINTENANCE FUND, INC.

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, the Board of Trustees (the "Board") of NORTHAMPTON MAINTENANCE FUND, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Northampton community located in Harris County, Texas; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

WHEREAS, Section 202.011 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the display of flags; and

WHEREAS, the Board has determined that in connection with providing reasonable rules and regulations regarding the display of flags, it is appropriate for the Association to adopt flag display guidelines; and

WHEREAS, Article III, Section 6 of the Amended By-Laws of the Association provides that a majority of the number of trustees shall constitute a quorum for the transaction of business and that the action of a majority of the trustees at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on September 15 2011, at which at least a majority of the trustees were present and duly passed the flag display guidelines described herein below (the "Flag Display Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on September 15 2011, at which at least a majority of the trustees were present, the Board duly adopted the Flag Display Guidelines. The Flag Display Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersede any guidelines regarding the display of flags which may have previously been in effect for the Northampton community. The Flag Display Guidelines are as follows:

CATEGORY 1

(HOUSE OR GARAGE MOUNTED FLAGPOLES)

Flagpoles six feet (6') in length or less must be mounted on the house or garage using a bracket manufactured for flagpoles. Flagpoles must be constructed of long lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not

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exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

CATEGORY 2

(IN-GROUND MOUNTED FLAGPOLES)

Flagpoles longer than six (6) feet must be mounted in-ground. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve system that is designed to allow the easy removal and reinsertion of the pole. In-ground flagpoles must be in compliance with applicable easements, set backs and ordinances. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Flagpoles may only be installed in front yards and within the established building lines.

If a flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flag must be installed. If a flag is only going to be displayed on specific holidays (as per the United States Flag Code (4 U.S.C. Section 1, *et. seq.*) (the "Flag Code") or less frequent than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.

The top of permanent in-ground flagpoles may not be taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag must be appropriate for the height of the flagpole, but in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on permanent in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on permanent in-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing and if this footing is visible, it must be screened with adequate landscaping.

MINIMUM CONDITIONS

In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

- a. The proposed location of the flagpole must be submitted to the Association's Architectural Control Committee for prior written approval.
- b. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be displayed at any one (1) time.
- c. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Texas displayed in accordance with Chapter 3100, Texas Government Code; or (3) an official or replica flag of any branch of the United States armed forces. No other flags are allowed, including but not limited to school spirit flags.

- d. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or torn; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe; or if the paint is chipped or faded, it must be replaced, repaired or removed immediately.
- f. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole.
- g. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to applicable zoning ordinances, easements and setbacks of record) and manufacturer's instructions.
- h. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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.

NORTHAMPTON MAINTENANCE FUND, INC., a Texas non-profit corporation
 By: Wade Jones
 Wade Jones, President

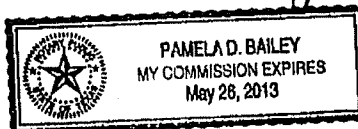
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THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on September 15, 2011, by Wade Jones, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.

Pamela D. Bailey
 Notary Public, State of Texas

WHEN RECORDED, RETURN TO:
 Mark K. Knop
 Hoover Slovac LLP
 5847 San Felipe, Suite 2200
 Houston, Texas 77057
 File No. 122181-306



**FILED FOR RECORD
 8:00 AM**

NOV -4 2011

Stan Stewart
 County Clerk, Harris County, Texas

1452

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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

NOV - 4 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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Notice
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CERTIFICATE OF ADOPTION
OF
SHINGLE CRITERIA
OF
NORTHAMPTON MAINTENANCE FUND, INC.

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Trustees (the "Board") of NORTHAMPTON MAINTENANCE FUND, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Northampton community located in Harris County, Texas; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

WHEREAS, Section 202.011 requires a property owners' association to allow certain types of shingles if certain criteria is met; and

WHEREAS, the Board has determined that in connection with providing criteria regarding certain types of shingles, it is appropriate for the Association to adopt the criteria described herein below; and

WHEREAS, Article III, Section 6 of the Amended By-Laws of the Association provides that a majority of the number of trustees shall constitute a quorum for the transaction of business and that the action of a majority of trustees at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on September 15, 2011, at which at least a majority of the trustees were present and duly passed the criteria described herein below (the "Shingle Criteria").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on September 15, 2011, at which at least a majority of the trustees were present, the Board duly adopted the Shingle Criteria. The Shingle Criteria is effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersedes any criteria regarding the type of shingles described in the Shingle Criteria which may have previously been in effect for the Northampton community. The Shingle Criteria is as follows:

Subject to the criteria set forth below, owners may install shingles (the "Acceptable Shingles") on the roof of the owner's dwelling and other improvements located upon the owner's property that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide

solar generation capabilities. Provided however, the Acceptable Shingles, when installed: (i) must resemble the shingles used or otherwise authorized for use on property in the Northampton subdivision; (ii) must be more durable than and of equal or superior quality to the shingles used or otherwise authorized for use on property in the Northampton subdivision; and (iii) must match the aesthetics of the properties surrounding the owner's property.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

NORTHAMPTON MAINTENANCE FUND, INC., a Texas non-profit corporation

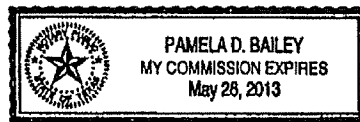
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WJ

By: *WJ*
Wade Jones, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 15, 2011, by Wade Jones, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.

Pamela D. Bailey
Notary Public, State of Texas



WHEN RECORDED, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 122181-306

WJ

**FILED FOR RECORD
8:00 AM**

NOV 4 2011

Stan Stewart
County Clerk, Harris County, Texas

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.

NOV -4 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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**CERTIFICATE OF ADOPTION
OF
RAINWATER HARVESTING SYSTEM GUIDELINES
OF
NORTHAMPTON MAINTENANCE FUND, INC.**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, the Board of Trustees (the "Board") of NORTHAMPTON MAINTENANCE FUND, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Northampton community located in Harris County, Texas; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.007(d)(6) and 202.00(d)(7) (collectively "Section 202.007(d)") thereto; and

WHEREAS, Section 202.007(d) allows a property owners' association to adopt and enforce rules and regulations regarding rain barrel or rainwater harvesting systems (herein called "Rainwater Harvesting System" or "Rainwater Harvesting Systems"); and

WHEREAS, the Board has determined that in connection with providing rules and regulations regarding Rainwater Harvesting Systems, it is appropriate for the Association to adopt guidelines regarding Rainwater Harvesting Systems; and

WHEREAS, Article III, Section 6 of the Amended-By-Laws of the Association provides that a majority of the number of trustees shall constitute a quorum for the transaction of business and that the action of a majority of the trustees at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on September 15 2011, at which at least a majority of the trustees were present and duly passed guidelines regarding Rainwater Harvesting Systems described herein below (the "Rainwater Harvesting System Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on September 15 2011, at which at least a majority of the trustees were present, the Board duly adopted the Rainwater Harvesting System Guidelines. The Rainwater Harvesting System Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersede any guidelines regarding Rainwater Harvesting Systems which may have previously been in effect for the Northampton community. The Rainwater Harvesting System Guidelines are as follows:

Rainwater Harvesting Systems and all related equipment shall not be erected, constructed, placed, or permitted to remain on any lot unless they strictly comply with the following minimum conditions:

- a. The Rainwater Harvesting System and any related equipment shall not be constructed or placed or permitted to remain on property owned by the Association or between the front of the property owner's home and an adjoining or adjacent street.

- b. The color of the Rainwater Harvesting System and related equipment must be consistent with the color scheme of the property owner's house.
- c. No advertising slogans, logo, printing or illustration shall be permitted upon the Rainwater Harvesting System or related equipment, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Rainwater Harvesting System or any related equipment.
- d. To the extent that the Rainwater Harvesting System and any related equipment is located on the side of the house or at any other location that is visible from a street, the size, type, and shielding of, and the materials used in the construction must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. Any Rainwater Harvesting System or related equipment installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

NORTHAMPTON MAINTENANCE FUND,
INC., a Texas non-profit corporation

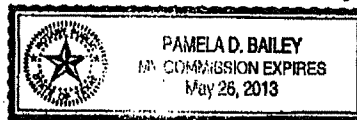
By: Wade Jones
Wade Jones, President

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 15, 2011, by Wade Jones, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation

Pamela D. Bailey
Notary Public, State of Texas



WHEN RECORDED, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 122181-306
750815

FILED FOR RECORD
8:00 AM

NOV 4 2011

Stuart Stewart
County Clerk, Harris County, Texas

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

NOV - 4 2011



Stuart Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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CERTIFICATE OF ADOPTION
OF
PRIORITY OF PAYMENTS AND ALTERNATIVE PAYMENT SCHEDULE
GUIDELINES
OF
NORTHAMPTON MAINTENANCE FUND, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Trustees (the "Board") of NORTHAMPTON MAINTENANCE FUND, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Northampton community located in Harris County, Texas; and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Sections 209.0062 and 209.0063 (collectively the "New Sections") thereto; and

WHEREAS, the New Sections provides that a property owners' association apply payments received in a certain order of priority (as long as the owner is not in default under a payment plan) and that a property owners' association shall adopt alternative payment schedule guidelines; and

WHEREAS, the Board has determined that in connection with providing guidelines regarding application of payments received and alternative payment schedule guidelines, it is appropriate for the Association to adopt guidelines regarding application of payments received and alternative payment schedule guidelines; and

WHEREAS, Article III, Section 6 of the Amended By-Laws of the Association provides that a majority of the number of trustees shall constitute a quorum for the transaction of business and that the action of a majority of trustees at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on September 15, 2011, at which at least a majority of the trustees were present and duly passed guidelines regarding application of payments received and alternative payment schedule guidelines described herein below (the "Priority of Payments and Alternative Payment Schedule Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on September 15 2011, at which at least a majority of the trustees were present, the Board duly adopted the Priority of Payments and Alternative Payment Schedule Guidelines. The Priority of Payments and Alternative Payment Schedule Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersede any guidelines regarding application of payments received and alternative payment schedule guidelines which may have previously been in effect for the Northampton community. The Priority of Payments and Alternative Payment Schedule Guidelines are as follows:

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A. PAYMENTS AND APPLICATION OF FUNDS

Partial Payments

Partial payments will not prevent the accrual of interest on the unpaid portion of the assessment. Unless an owner is making a timely payment under a payment agreement as provided for herein, an owner will still be considered delinquent upon making a partial payment.

Owner Not In Default Under Payment Agreement

If at the time the Association receives a payment from an owner, the owner is not in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: any delinquent assessment, any current assessment, any attorneys' fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge which could provide the basis for foreclosure, any attorneys' fees incurred by the Association other than those described in the immediately foregoing category, any fines assessed by the Association (if applicable), and then to any other amount owed to the Association.

Owner In Default Under Payment Agreement

If at the time the Association receives a payment from an owner, the owner is in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: interest, attorneys' fees, and other costs of collection, and then to assessment reduction and fines (if applicable), satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority, or in such other manner or fashion or order as the Association shall determine, in its sole discretion, provided however, in exercising its authority to change the order of priority in applying a payment, a fine assessed by the Association (if applicable) may not be given priority over any other amount owed to the Association.

B. PAYMENT AGREEMENTS

The Association shall make payment agreements available to an owner upon the terms and conditions set forth herein. The Association may require that the request for a payment agreement be in writing. All payment agreements must be in writing and signed by the owner. The minimum term for a payment agreement offered by the Association shall be 3 months, and the Association may not allow a payment agreement which extends more than 18 months from the date of the owner's request for a payment plan. Subject to such minimum term, the Board shall determine the appropriate term of the payment agreement in its sole discretion. As long as the owner is not in default under the terms of the payment agreement, the owner shall not accrue additional monetary expenses. However, the owner shall be responsible for all interest which accrues during the term thereof, as well as being responsible for the costs of administering the payment agreement. If the owner defaults under the payment agreement, the account will immediately be turned over to the attorney without any further notice to the owner. The Association shall not be required to enter into a payment agreement with an owner who failed to honor the terms of a previous payment agreement during the 2 years following the owner's default under the previous payment agreement.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

NORTHAMPTON MAINTENANCE FUND, INC., a Texas non-profit corporation

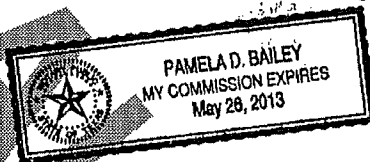
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By: Wade Jones
Wade Jones, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 15, 2011, by Wade Jones, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.

Pamela D. Bailey
Notary Public, State of Texas



WHEN RECORDED, RETURN TO:

Mark K. Klop
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 122181-306

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.

FILED FOR RECORD
8:00 AM

NOV -4 2011

Stan Stewart
County Clerk, Harris County, Texas

NOV -4 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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notice
✓

CERTIFICATE OF ADOPTION
OF
SOLAR ENERGY DEVICES GUIDELINES
OF
NORTHAMPTON MAINTENANCE FUND, INC.

20110466527
11/04/2011 RP1 \$24.00

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, the Board of Trustees (the "Board") of NORTHAMPTON MAINTENANCE FUND, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Northampton community located in Harris County, Texas; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.010 ("Section 202.010") thereto; and

WHEREAS, Section 202.010 allows a property owners' association to adopt and enforce rules and regulations regarding solar energy devices; and

WHEREAS, the Board has determined that in connection with providing rules and regulations regarding solar energy devices, it is appropriate for the Association to adopt solar energy devices guidelines; and

WHEREAS, Article III, Section 6 of the Amended By-Laws of the Association provides that a majority of the number of trustees shall constitute a quorum for the transaction of business and that the action of a majority of the trustees at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on September 15, 2011, at which at least a majority of the trustees were present and duly passed the solar energy devices guidelines described herein below (the "Solar Energy Devices Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on September 15 2011; at which at least a majority of the trustees were present, the Board duly adopted the Solar Energy Devices Guidelines. The Solar Energy Devices Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersede any guidelines regarding solar energy devices which may have previously been in effect for the Northampton community. The Solar Energy Devices Guidelines are as follows:

As used herein, "Solar Energy Device" or "Solar Energy Devices" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy and includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

REC-20-1455

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CATEGORY 1
(ROOF MOUNTED SOLAR ENERGY DEVICE)

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be located to the rear one-half (1/2) of the lot, must not be visible from the frontage street or adjoining streets and must serve only improvements on the particular lot in which it is located unless an alternate location on the roof increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent. In such instance, the Solar Energy Device and any mast shall be placed in the least visible location where an acceptable level of annual energy production is still possible.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not extend above the roofline of the house or other structure upon which the Solar Energy Device is located.
- c. The slope of the Solar Energy Device and any brackets must conform to the slope of the roof and must have a top edge that is parallel to the roofline.

CATEGORY 2
(NON-ROOF MOUNTED SOLAR ENERGY DEVICE)

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device not mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may not extend above the fence line.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may only be located in a fenced yard or patio owned and maintained by the owner.

MINIMUM CONDITIONS

In addition to the foregoing requirements, no Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall be erected, constructed, placed, or permitted to remain on any lot unless such installation strictly complies with the following minimum conditions:

- a. The proposed location of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be submitted to the Association's Architectural Control Committee for prior written approval. The Association's Architectural Control Committee reserves the right to withhold approval of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring, even if it complies with the Guidelines herein, if the placement constitutes a condition that substantially interferes with the use and enjoyment of land by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.

- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must not threaten the public health or safety as adjudicated by a court violate the law as adjudicated by a court.
- c. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black tone commonly available on the market place and no advertising slogan, log, print or illustration shall be permitted upon the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast.
- d. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not be constructed or placed or permitted to remain on any property owned or maintained by the Association.
- e. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions and as installed, must not void the manufacturer's warranty.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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.

NORTHAMPTON MAINTENANCE FUND, INC., a Texas non-profit corporation

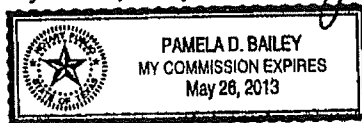
By: Wade Jones
 Wade Jones, President

162
157

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on September 15, 2011, by Wade Jones, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.

Pamela D. Bailey
 Notary Public, State of Texas



WHEN RECORDED, RETURN TO:

Mark K. Knop
 Hoover Slovacek LLP
 5847 San Felipe, Suite 2200
 Houston, Texas 77057
 File No. 122181-306
 750514

FILED FOR RECORD
 8:00 AM

NOV -4 2011

Stan Stancut
 County Clerk, Harris County, Texas

11-04-2011 10:00 AM

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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.

NOV - 4 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF NORTHAMPTON MAINTENANCE FUND, INC.
ADOPTION OF CONTRACT PROCUREMENT POLICY**

The undersigned, [Signature], as the duly elected, qualified, and acting Secretary of Northampton Maintenance Fund, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on 2/24/2022, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 209.0052 of the Texas Property Code (the "Code") requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract for services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a bid process for the solicitation of bids and proposals for the purpose of complying with the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the contract procurement policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time, to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

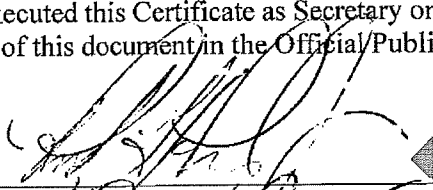
[SIGNATURE PAGE FOLLOWS]

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SECRETARY'S CERTIFICATE

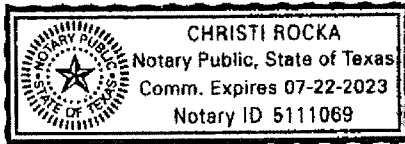
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Harris County, Texas.

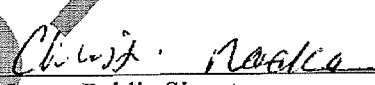

By: Rosy H. Friece, Jr.
Title: Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on January 26th 2022, by Rosy H. Friece, Jr., Secretary of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

RP-2022-105913

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, A-150
Austin, Texas 78746

EXHIBIT A

NORTHAMPTON MAINTENANCE FUND, INC.

CONTRACT PROCUREMENT POLICY

The intent of this Contract Procurement Policy (the “Policy”) is to assist the Board of Directors (the “Board”) of Northampton Maintenance Fund, Inc. (the “Association”), or if applicable, its managing agent (the “Manager”) in the procurement of contracts for services in which it is anticipated that the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for services. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgment, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers and board members from responding in a timely manner to unusual or emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a “Services Contract”) in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days’ notice, only the payments due during the first ninety (90) days of the contract shall be included in the calculation of the costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. If a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of contracts for goods or for services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to the Policy under the following circumstances:

RP-2022-105913

EXHIBIT A

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 Bidding Procedures. When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manager on facilitating a bidding process. The Board shall be responsible for insuring the appropriate level of preparation, detail, and due diligence have been met.

2.2. Requests for Quotation ("RFQ"). Prior to solicitation of competitive bids, the Board and/or the Manager will prepare a RFQ consisting of:

2.2.1 Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.

2.2.2 A scope of work, delivery and performance schedule, and any special instructions necessary.

2.3.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as the award shall be made to the lowest responsive and responsible bidder or the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost, and efficiency.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

a. Precise statement of work in the case of services.

b. Precise statement of product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example)

EXHIBIT A

- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate)
- d. Request statement of warranty (if appropriate)
- e. Contact information for vendors to ask questions.
- f. Quotation deadline date(s)
- g. Projected decision date
- h. Specification of bid minimum criteria
- i. Liability insurance requirement (if appropriate)
- j. Copies of appropriate licenses

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. In order for a bid to qualify as a "competitive bid", there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the "competitively bid" criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of "competitively bid".

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances existing that constitute an exception to the utilization of this Policy or there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for membership on the Board or the Manager to change over time, the persons currently serving as the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or Manager within the specified deadline.

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EXHIBIT A

2.6 Bid Confidentiality. Bids submitted to the Board and/or Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 Interested Vendors. As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree by consanguinity or affinity (“**Related Person**”), or a company in which a current member of the Board or Related Person has a financial interest in at least fifty-one (51) percent of the profits of such company (hereinafter, an “Interested Vendor”) due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, offers of discount, familiarity with the needs of the Association, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

2.7.1 the Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community;

2.7.2 the interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract;

2.7.3 the material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and

2.7.4 the Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 Vendor Selection Considerations. The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a variety of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionally more diligence and effort. The following criteria should be considered:

3.1.1 Cost

3.1.2 Quality

3.1.3 Vendor qualification (appropriate resources, experience, and scale)

3.1.4 Previous history (positive or negative) with the Association or other local property owners associations.

EXHIBIT A

- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance)
- 3.1.6 References
- 3.1.7 Expertise and/or experience
- 3.1.8 Conflicts of interest
- 3.1.9 Proof of liability insurance (where applicable)
- 3.1.10 Proof of appropriate license(s) (where applicable)
- 3.1.11 Preference for local vendors

3.2 Selection of Winning Bid. The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist when there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals. If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contract. The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

EXHIBIT A

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction.

4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution.

4.1.3 Vendors must provide proof of appropriate licensing and bonding.

4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included.

4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspection by the Association.

4.1.6 Subcontracting of any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility.

4.1.7 Contracts should specify appropriate terms including:

- a. Timeframes (start and completion dates)
- b. Renewal conditions
- c. Termination clauses or sunset language
- d. Warranty terms

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

4.2.1 Accepting vendor contract terms

4.2.2 Failing to obtain legal review of higher value contracts

4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association

4.2.4 Vague termination or sunset terms

EXHIBIT A

- 4.2.5 Failure to follow the Association's procurement policy
- 4.2.6 Vague warranty terms

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Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$50.00

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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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF NORTHAMPTON MAINTENANCE FUND, INC.**

**ADOPTION OF PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

The undersigned, [Signature], as the duly elected, qualified, and acting Secretary of Northampton Maintenance Fund, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on 18/01/2022, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, certain recently-enacted statutory laws purport to override or void any provision in the Association's governing documents that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or displaying religious items on their dwelling or property;

WHEREAS, Chapter 202 of the Texas Property Code (the "Code") authorizes the Association to adopt dedicatory instrument provisions to impose certain limited permitted regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon; and

WHEREAS, the Board desires to adopt such permissible regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the regulations set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

RP-2022-105916

SECRETARY'S CERTIFICATE


IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Harris County, Texas.

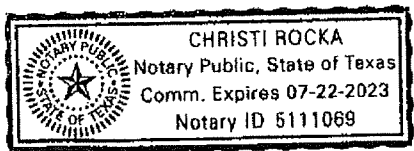

By: Kelly H. Price, Jr.
Title: Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on January 26th 2022, by Kelly H. Price, Jr., Secretary of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature



RP-2022-105916

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Ste. A-150
Austin, Texas 78746

**NORTHAMPTON MAINTENANCE FUND, INC.
RESOLUTION ADOPTING PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

EXHIBIT A

STATUTORY-BASED RULES & REGULATIONS FOR
NORTHAMPTON MAINTENANCE FUND, INC.

I. OPENING RECITALS

1.1 Declaration. These Statutory-Based Rules & Regulations for Northampton Maintenance Fund, Inc. apply to all real property that is subject to the *Restrictions for Northampton*, recorded as Document Number C630299 in the Official Public Records of Harris County, Texas, as amended and supplemented (the “**Declaration**”), such real property constituting the “**Subdivision Development**.”

1.2 Authority. The Declaration contains provisions that impose land-use restrictions that regulate the use of lots in the Subdivision Development and the construction or placement of improvements thereon, as well as provisions that prohibit construction or modification of improvements on lots without the prior written approval of the Association’s Board of Directors, an architectural review committee, or the Declarant, as the case may be. Certain recently-enacted Texas statutory laws purport to override or void any provision in the Declaration that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or restrict or prohibit property owners or residents from displaying religious items on their dwelling or lots. Notwithstanding, such statutory laws authorize the Association to adopt and enforce certain permissible dedicatory instrument provisions that impose certain limited regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner’s property and/or a property owner or resident’s display of religious items on their property or the dwelling located thereon.

1.3 Construction & Conflict. These Statutory-Based Rules & Regulations are drafted to be compliant with the provisions of Chapter 202 of the Texas Property Code to which they are inferior. Accordingly, the terms and provisions of these Rules & Regulations are to be liberally construed to give maximum effect to the regulation of swimming pool enclosures, security measures, and displayed religious items permitted under Chapter 202 of the Texas Property Code, but they shall not be construed as a way to evade the protections, permissions, or requirements of Chapter 202. As a convenience to the Association’s directors, officers, members, and managers, the pertinent provisions of applicable laws are paraphrased if not restated in these Rules & Regulations. If any provision of these Rules & Regulations conflict with State law, inaccurately paraphrases State law, or inadvertently omits an aspect of State law, the corresponding provision in State law controls. In the event of an apparent conflict between a provision of these Rules & Regulations and a provision in another dedicatory instrument of the Association, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in these Rules & Regulations is the higher authority for the limited purpose for which it is adopted, superseded only by public law. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

1.4 Severability. Invalidation of any provision of these Rules & Regulations by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.

EXHIBIT A

1.5 Definitions. The term “**Architectural Review Committee**” shall mean the Architectural Control Committee. Any other capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration.

1.6 Conflicts. To the extent these Statutory-Based Rules and Regulations directly contradict with any previous guidelines or rules adopted by the Association, these Statutory-Based Rules and Regulations shall control. These Statutory-Based Rules and Regulations are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association..

1.7 Effective Date. These Statutory-Based Rules and Regulations shall be effective as a “Dedicator Instrument” of the Association and the Subdivision Development on the date it is recorded in the Official Public Records of the county or counties in which all or a portion of the Subdivision Development is located.

II. STATUTORY-BASED RULES & REGULATIONS

The following Rules & Regulations are hereby adopted as a Dedicatory Instrument for the Association and Subdivision Development:

A. SECURITY MEASURE REGULATIONS

A-1 Building or Installation of Security Measures. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.023), a property owner may build or install security measures, including but not limited to a security camera, motion detector, or perimeter fence, (a “**Security Measure**”), subject to the requirements of these Security Measure Regulations and permitted applicable provisions of the Declaration.

A-2 Location of Security Measures. A property owner may not build or install a Security Measure on any real property other than real property privately owned by such property owner.

A-3 Perimeter Fencing. A perimeter fence may not be built or installed unless the type of fencing, including without limitation, its design, height, color, and construction material has been approved in writing by the Association’s architectural review committee. Notwithstanding, a perimeter fence must be constructed of wood, ornamental iron or brick. No fence shall be permitted to be more than six feet high except for those certain perimeter lots of the subdivision which may have fences no more than eight feet on the outside perimeter subdivision line.

A-4 Continued Application of the Declaration. To the extent applicable provisions of the Declaration or other dedicatory instruments of the Association do not prevent the economical building or installation of a Security Measure, such provisions shall continue to govern the building or installation of the Security Measure.

A-5 Architectural Review of Security Measures. A property owner must apply to the Architectural Review Committee for prior written approval of a proposed Security Measure to the extent required by the provisions of the Declaration and other dedicatory instruments of the Association. To the extent an applicable provision of the Declaration or other dedicatory instrument would prevent the economical building or installation of a proposed Security

EXHIBIT A

Measure, the Architectural Review Committee shall be authorized to modify the application of such provision in a manner that is reasonably intended to allow for the economical building or installation of the proposed Security Measure while still adhering as much as possible to the underlying intent and purpose of the Declaration and other dedicatory instruments, as determined by the Architectural Review Committee in its sole and absolute discretion.

B. RELIGIOUS ITEM DISPLAY REGULATIONS

B-1 Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items on the owner' or resident's lot or dwelling constructed thereon ("**Religious Item**"), provided:

- (1) The display of the Religious Item is motivated by the owner or resident's sincere religious belief;
- (2) No Religious Item may be installed or displayed that threatens the public health or safety;
- (3) No Religious Item may be installed or displayed that violates any law, other than one prohibiting the display of religious items;
- (4) No Religious Item may be installed or displayed that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (5) No Religious Item may be installed or displayed on any real property owned by the Association or maintained by the Association or owned in common by members of the Association;
- (6) No Religious Item may be installed or displayed which violates any applicable building line, right-of-way, setback, or easement; and
- (7) No Religious Item may be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

B-2 Architectural Review of Religious Items. Property owners and residents are encouraged (but not required) to apply to the Architectural Review Committee for confirmation that the proposed Religious Item conforms to these Religious Item Display Regulations. The Association may require a property owner or resident to remove any displayed Religious Item prohibited by the Declaration that does not comply with the requirements of applicable law or these Religious Item Display Regulations.

C. SWIMMING POOL ENCLOSURE REGULATIONS

C-1 Swimming Pool Enclosure. To the extent permitted and protected by applicable law (Texas Property Code Section 202.022), a property owner may install on the owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements (a

EXHIBIT A

“Swimming Pool Enclosure”), subject only to the requirements of these Swimming Pool Enclosure Regulations. For purposes of these Swimming Pool Enclosure Regulations, a Swimming Pool Enclosure shall mean a fence that:

- (1) surrounds a water feature, including a swimming pool or spa;
- (2) consists of transparent mesh or clear panels set in metal frames;
- (3) is not more than six (6) feet in height; and
- (4) is designed to not be climbable.

C-2 Regulation of Swimming Pool Enclosures. Swimming Pool Enclosures must comply with the following regulations:

- (1) A Swimming Pool Enclosure must be black in color unless an alternative color is approved by the Architectural Review Committee.
- (2) A Swimming Pool Enclosure must consist of transparent mesh set in metal frames unless an alternative material or design is approved by the Architectural Review Committee.
- (3) A Swimming Pool Enclosure shall not exceed six (6) feet in height, regardless of terrain, unless approved by the Architectural Review Committee.
- (4) A Swimming Pool Enclosure shall be designed to not be climbable.
- (5) A Swimming Pool Enclosure must conform to applicable state or local safety requirements. Notwithstanding the foregoing, it is the property owner’s responsibility to ensure conformity with such requirements, and an approval from the Association or its architectural review committee shall not be construed as a warranty or representation that such installation is in fact in accordance with such requirements.

C-3 Architectural Review of Swimming Pool Enclosures. A Swimming Pool Enclosure may be installed by a property owner on his or her property without obtain written approval from the Association’s architectural review committee, provided the Swimming Pool Enclosure complies with the Swimming Pool Enclosure Regulations’ minimum requirements specified above. Notwithstanding, any Swimming Pool Enclosure that is not black in color or does not consist of transparent mesh set in metal frames must be approved in advance by the architectural review committee.

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Pages 7

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Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

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.



Teneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
NORTHAMPTON MAINTENANCE FUND, INC.**

***THIRD AMENDMENT TO NORTHAMPTON MAINTENANCE FUND, INC.
ARCHITECTURAL CONTROL COMMITTEE
(NMF-ACC) GUIDELINES***

WHEREAS, the certain Northampton Maintenance Fund, Inc. Architectural Control Committee (NMF-ACC) Guidelines have been recorded in the Real Property Records of Harris County, Texas, on September 30, 2004, under Clerk's File Number X957061, and amended by that certain First Amendment to Northampton Maintenance Fund, Inc. Architectural Control Committee (NMF-ACC) Guidelines dated effective May 20, 2005, and recorded in the Real Property Records of Harris County, Texas, on August 2, 2005, under Clerk's File Number Y655887, and further amended by that certain Second Amendment to Northampton Maintenance Fund, Inc. Architectural Control Committee (NMF-ACC) Guidelines dated effective July 18, 2013, and recorded in the Real Property Records of Harris County, Texas, on September 13, 2013, under Clerk's File Number 20130470734 (as amended, the "Guidelines"); and

WHEREAS, the Board of Trustees, (the "Board") of Northampton Maintenance Fund, Inc. (the "Association") is the governing entity for the Northampton community; and

WHEREAS, Article III Section 6 of the Bylaws provides that a majority of the number of trustees shall constitute a quorum for the transaction of business and that the act of a majority of the trustees present at the meeting at which a quorum is present shall be the act of the Board ; and

WHEREAS, the Board held a meeting on February 18, 2016 (the "Adoption Meeting"), at which a majority of the trustees were present and duly passed the resolution described hereinbelow.

NOW, THEREFORE, the undersigned, Ken English, President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the trustees of the Board were present and duly adopted the following resolution:

RESOLVED: That effective as of the Adoption Meeting, Article V, Section L of the Guidelines is amended to read as follows:

Pursuant to the DR's, owners are prohibited from causing or creating a nuisance or annoyance in the subdivision. In such regards, owners are prohibited from creating vehicular or pedestrian traffic in violation of the residential purpose of the subdivision, including but not limited to, conducting garage sales and estate sales. Except, owner may be allowed to conduct no more than one (1) estate sale per ownership period in the event of the death of a record owner, spouse of the record owner, or immediate family member of the record owner who resided at the property where the estate sale is sought to be conducted, and only after applying for and obtaining written approval from the Architectural Control Committee at least seven (7) days prior to the estate sale. No more than one (1) estate sale may be conducted at any property in the subdivision during the owner's period of ownership, as this right is not cumulative, and the estate sale must be conducted entirely within the dwelling or residence and not within public view. Any

RP-2016-122476

estate sale properly approved shall only be conducted on the approved date and must be concluded within that same day. No sign shall be posted within the subdivision that notifies the public of, or promotes, the estate sale.

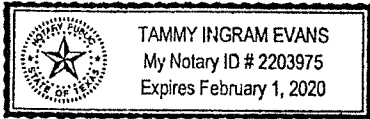
EXECUTED on the dates of the acknowledgments set forth hereinbelow.

NORTHAMPTON MAINTENANCE FUND, INC., a Texas non-profit corporation

By: Ken English
Ken English, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 17, 2016, by Ken English, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.



Tammy Ingram Evans
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:
Nina Tran
Hoover Slovacek LLP
P. O. Box 4547
Houston, Texas 77210-4547

RP-2016-122476

COPY

UNOFFICIAL

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Pages 3

03/28/2016 07:10 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees \$20.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY

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PRESIDENT'S CERTIFICATE

I, Kenneth English, President of the Northampton Maintenance Fund, Inc., a Texas non-profit corporation (the Association), hereby certify that the attached document is an original or true and correct copy of the Northampton Maintenance Fund, Inc.'s Chemical Mosquito Control Policy.

NORTHAMPTON MAINTENANCE FUND, INC., a Texas non-profit corporation

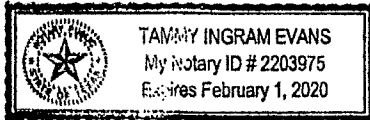
By:

Kenneth English
Kenneth English, President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 15 day of September, 2016, by Kenneth English, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.



T. Evans
Notary Public

AFTER RECORDING, RETURN TO:
Thi "Nina" Tran
Hoover Slovacek, LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, Texas 77056

RP-2016-424828

UNOFFICIAL COPY

**NORTHAMPTON MAINTENANCE FUND, INC.
CHEMICAL MOSQUITO CONTROL POLICY**

The following policy is hereby adopted by the undersigned, being all of the members of the Board of Directors (the "Board") of Northampton Maintenance Fund, Inc., a Texas non-profit corporation (the "Association") at a meeting of the Board duly held on the 18 day of August, 2016.

WHEREAS, the Association was established to be the governing entity for the Northampton subdivision;

WHEREAS, Section 204.010(a)(6) of the Texas Property Code provides that the board of directors of a property owners' association may regulate the use of the subdivision;

WHEREAS, control of, and health concerns surrounding, the mosquito population and mosquito-borne disease is becoming more prevalent throughout the nation and in the Northampton Subdivision. There is also a growing health concern regarding the use of chemicals for mosquito control and its impact on the environment;

WHEREAS, the Board finds it is in the best interest of the Association to adopt the following policy concerning the use of chemicals for mosquito control as it relates to the Association's vendors/contractors.

NOW, THEREFORE, BE IT RESOLVED, that the following policy is adopted by the Board.

PURPOSE

To adopt a policy that recognizes the concerns between controlling mosquito-borne disease and the impact that chemicals used may impact one's health and the environment as recognized by Centers for Disease Control and Prevention and the Environmental Protection Agency, for the benefit of the Northampton subdivision and its residents.

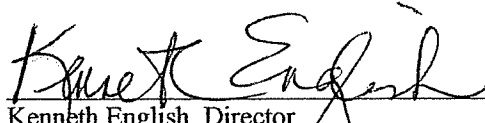
POLICY

Only chemicals recognized and approved by Centers for Disease Control and Prevention and the Environmental Protection Agency for purposes of mosquito population and mosquito-borne disease control shall be allowed to be used in the Northampton subdivision by the Association's vendors/contractors.

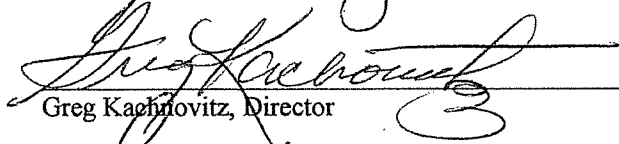
IT IS FURTHER RESOLVED THAT, this Chemical Mosquito Control Policy is effective September 1, 2016, and shall remain in full force and effect until revoked, modified or amended by the Board.

RP-2016-424828

COPY



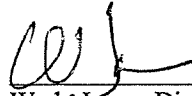
Kenneth English, Director



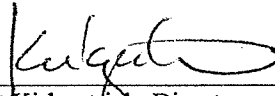
Greg Kachrovitz, Director



Lester L. Girton, Director



Wade Jones, Director



Kurt Kirkpatrick, Director

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Pages 4

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HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees \$24.00

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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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY

PRESIDENT'S CERTIFICATE

I, Kenneth English, President of the Northampton Maintenance Fund, Inc., a Texas non-profit corporation (the Association), hereby certify that the attached document is an original or true and correct copy of the Northampton Maintenance Fund, Inc. Landscape and Beautification Committee Charter.

NORTHAMPTON MAINTENANCE FUND,
INC., a Texas non-profit corporation

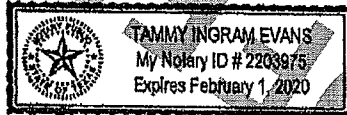
By: Kenneth P. English
Kenneth English, President

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this the 17 day of November, 2016, by Kenneth English, President of Northampton Maintenance Fund, Inc., a Texas non-profit corporation, on behalf of said corporation.

T. Evans
Notary Public

AFTER RECORDING, RETURN TO:
Thi "Nina" Tran
Hoover Slovacek, LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, Texas 77056



RP-2016-524536

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UNRECORDED

**NORTHAMPTON MAINTENANCE FUND, INC.
LANDSCAPE AND BEAUTIFICATION COMMITTEE CHARTER**

The following Northampton Maintenance Fund, Inc. Landscape and Beautification Committee Charter (the "Charter") is hereby adopted by the undersigned, being all of the members of the Board of Directors (the "Board") of Northampton Maintenance Fund, Inc., a Texas non-profit corporation (the "Association") at a meeting of the Board duly held on the 17 day of November, 2016.

WHEREAS, the Association was established to be the governing entity for the Northampton subdivision;

WHEREAS, the Articles of Incorporation of Northampton Maintenance Fund, Inc. provides that one of the purposes of the Association is to provide for maintenance, planting, caring for and watering trees and shrubbery at entrances and esplanades owned or maintained by the Association (hereinafter referred to as the "Common Area");

WHEREAS, Section 204.010(a)(6) of the Texas Property Code provides that the board of directors of a property owners' association may regulate the use and appearance of the subdivision;

WHEREAS, Section 204.010(a)(7) of the Texas Property Code provides that the board of directors of a property owners' association may make additional improvements to be included as part of the common area;

WHEREAS, Section 204.010(a)(21) of the Texas Property Code provides that the board of directors of a property owners' association may exercise other powers necessary and proper for the governance and the operation of the property owners' association;

WHEREAS, the Board finds it is in the best interest of the Association to adopt the following Landscape and Beautification Committee Charter.

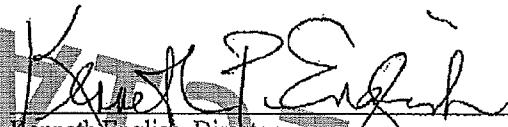
NOW, THEREFORE, BE IT RESOLVED, that this Charter is hereby adopted by the Board with the following general purposes and procedures.

PURPOSE AND PROCEDURES


1. The Northampton Maintenance Fund, Inc. Landscape and Beautification Committee (the "Committee") shall be formed under this Charter for the purpose of providing recommendations to the Association's Board for Common Area plantings in a comprehensive fashion, which is intended to enhance the appearance and aesthetics of the Northampton subdivision ("Subdivision"), based on certain directives or parameters set forth by the Board;
2. The Committee shall meet from time to time as necessary in order to carry out the purposes of the Committee;
3. The Committee shall review and make recommendations on all requests to the Board for services and changes to current landscape and beautification maintenance policies;

4. The Committee shall take any input from owners and evaluate landscape and beautification requests as suggested by homeowners, delegates or Board members;
5. The Committee shall be made up of at least three (3), and no more than five (5), members of the Association that are in good standing and shall be appointed and/or removed by the Board as it deems fit or appropriate;
6. The Committee shall elect a chair person who shall report any recommendations approved by the Committee and provide a Committee activity update to the Board, as appropriate, at the next regularly scheduled Board meeting;
7. Committee members shall serve for one calendar year subject to renewal by mutual agreement of the member and the Board.


IT IS FURTHER RESOLVED THAT, this Landscape and Beautification Committee Charter is effective November 17, 2016, and shall remain in full force and effect until revoked, modified or amended by the Board.




 Kenneth English, Director



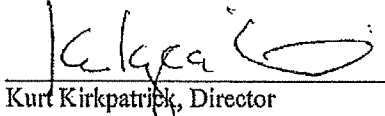
 Greg Kachnowitz, Director



 Lester L. Girton, Director



 Wade Jones, Director



 Kurt Kirkpatrick, Director

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Pages 4

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Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees \$24.00

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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.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

H258148
BROADBAND CABLE COMMUNICATIONS EASEMENT

12/11/81 00018570 H258148 \$ 3.00
002-90-2299

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

THAT (WE), Mrs Joyce E Bagley
J W Bagley Jr (hereinafter, "GRANTOR"),
of Harris County, Texas, for and in consideration of TEN DOLLARS (\$10.00) to me in hand paid by CABLE TV OF
HARRIS COUNTY, INC. (hereinafter, "GRANTEE"), a Texas Corporation, by these presents do grant and convey
to CABLE TV OF HARRIS COUNTY, INC., its heirs and assigns, an easement and right-of-way upon, under, and
across the following described property:

Lot 14, Block 10, North Hampton Subdivision,
Section 1, according to the plat thereof on file in Volume 248,
Page 150, Map Records of Harris County, Texas, otherwise known as
6503 Darby Way
(Street Address)

The easement and right-of-way hereby conveyed shall be for the purposes of installing, operating, and main-
taining a broadband cable communications system (hereinafter, "THE CABLE"); with services made available to the
individual residences; said services may include, but are not limited to, transmission and retransmission of broadcast
and non-broadcast television programming for information, education, or entertainment, and the transmission of
interactive and non-interactive audio, facsimile, and digital data signals required for information retrieval, data-base
access, and data exchange services. The easement and right-of-way hereby granted is both perpetual and exclusive and
includes the right of access, ingress, and egress for the purposes stated, but shall not operate directly or indirectly to
obstruct or interfere with any other use or construction whatsoever that does not offer or extend the same or essentially
similar broadband communications services or facilities described above.

In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to utilize so
much of the surface of Grantor's subject property as may reasonably be necessary to construct and install The Cable
within the right-of-way herein granted. Upon completion of such construction and installation, Grantee shall replace
and/or restore all fences, walls, or other structures which may have been removed or relocated during the construction
period. Grantee shall pay Grantor reasonable compensation for any such fences, walls, or structures which may not be
replaceable, and for such vegetation as may have been destroyed or damaged during such construction.

WITNESS MY HAND this the 6th day of December, 1981

RET. TEXAS EASEMENTS, INC.
100 HOLLOW TREE LN
SUITE 1039
HOUSTON, TX 77090

X J W Bagley Jr
(Signature)
X Mrs Joyce E Bagley
(Signature)
6th

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned, a Notary Public in and for such State and County, hereby certify that on the
day of December, 1981, personally appeared J W Bagley Jr, known
to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she
executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, 1981

Juane Downing
Notary Public in and for the State of Texas
My commission expires: 11/30/85
Juane Downing

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned, a Notary Public in and for such State and County, hereby certify that on the
day of December, 1981, personally appeared Mrs Joyce E Bagley, known
to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she
executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, 1981

Juane Downing
Notary Public in and for the State of Texas
My commission expires: 11-30-85
Juane Downing

FILED
DEC 11 10 34 AM '81
Quita Saldaña
COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL

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 on

DEC 11 1981



Quita Saldaña
COUNTY CLERK,
HARRIS COUNTY, TEXAS