



## North Pointe Trails - Community Information

713-222-7003 / [www.gvbtx.com](http://www.gvbtx.com)

### **Property Tax Information**

|                                   |                   |
|-----------------------------------|-------------------|
| City of Alvin                     | \$0.803600        |
| BCC & RD #3 (Alvin)               | \$0.150000        |
| Brazoria County                   | \$0.403101        |
| Alvin Community College           | \$0.199830        |
| Road & Bridge Fund                | \$0.060000        |
| <u>Alvin ISD</u>                  | <u>\$1.304100</u> |
| Total Tax Rate (before homestead) | \$2.920631        |

### **Homeowner's Association**

|                      |              |
|----------------------|--------------|
| HCMS- Ondrea Stewart | 832-864-1200 |
| Annual HOA           | \$240.00     |

### **Emergency Number**

|                              |              |
|------------------------------|--------------|
| Alvin City Police (dispatch) | 281-388-4370 |
| Alvin Fire Dept.             | 281-331-7688 |
| Emergency                    | 911          |

### **Medical Facilities**

|                             |              |
|-----------------------------|--------------|
| Alvin Emergency             | 281-331-6141 |
| Angleton Danbury Med Center | 979-849-7721 |

### **Local Utility/Service Providers**

|                           |              |
|---------------------------|--------------|
| Entex (Gas)               | 281-331-4449 |
| Reliant Energy (Electric) | 713-207-7777 |
| Alvin City Water          | 281-388-4264 |
| Lesi (Trash)              | 281-331-0810 |
| SWB                       | 800-464-7928 |
| Comcast                   | 800-266-2278 |

### **Public Services**

|                             |              |
|-----------------------------|--------------|
| Toll Road EZ Tag            | 281-875-3279 |
| Drivers License Information | 281-585-4525 |
| US Post Office              | 281-331-2220 |

### **Local Newspapers**

|                   |              |
|-------------------|--------------|
| Houston Chronicle | 713-220-7211 |
| The Alvin Sun     | 281-331-4421 |

### **Property Tax Authorities**

|                 |              |
|-----------------|--------------|
| Brazoria County | 979-297-5023 |
| Alvin ISD       | 281-388-1130 |

### **Community Schools**

|           |              |
|-----------|--------------|
| Alvin ISD | 281-388-1130 |
|-----------|--------------|

### **Community Colleges**

|                             |              |
|-----------------------------|--------------|
| Alvin Community College     | 281-756-3500 |
| UT Med. Branch – Pediatrics | 281-585-2530 |

### **Grocery Stores**

HEB Plus / Kroger / Wal-Mart

### **Area Churches**


|                                 |              |
|---------------------------------|--------------|
| Grace Episcopal                 | 281-331-5657 |
| First United Methodist Church   | 281-585-2586 |
| South Park Baptist Church       | 281-331-3902 |
| Alvin Missionary Baptist Church | 281-331-6726 |
| Fellowship of Alvin             | 281-585-5575 |
| St. John Catholic Church        | 281-331-3751 |
| Living Stones                   | 281-331-9517 |

### **Area Recreation**

|                           |              |
|---------------------------|--------------|
| Bayou Wildlife Park       | 281-337-6376 |
| Alvin Opry                | 281-331-8181 |
| Nolan Ryan Exhibit Center | 281-388-1134 |



**North Pointe Trails Homeowners Association, Inc.**

Professionally managed by  RealManage

January 26, 2026

Dear Member,

The Board of Directors of North Pointe Trails Homeowners Association, Inc. has signed a resolution to approve the assessment rate(s) and the annual budget for the 2026 fiscal year.

The assessment rate(s) will remain the same for the 2026 fiscal year. The assessment rates for the 2026 fiscal year are effective as of January 01, 2026:

The STANDARD homeowner assessment rate for the upcoming fiscal year remains the same as last year and will be billed at \$31.46 per month.

The STANDARD homeowner assessment rate for the upcoming fiscal year remains the same as last year and will be billed at \$31.46 per month.

Assessments are invoiced by Coupons.

As a reminder, you can access your account, register for the ACH assessment payment option, and access other association information using the RealManage Resident Portal at [www.realmanage.com](http://www.realmanage.com).

The Annual Budget for the 2026 fiscal year is attached.

Sincerely,

North Pointe Trails Homeowners Association, Inc. Board of Directors

## **Annual Budget - Resident Budget Package**



## **North Pointe Trails Homeowners Association, Inc.**

### **Annual Budget for Fiscal Year 2026**



**Prepared on: 1/26/2026**

**North Pointe Trails Homeowners Association, Inc.**  
**Annual Budget - Resident Budget Package**  
**Table of Contents**

RealManage is pleased to deliver this Annual Budget - Resident Budget Package , which has been prepared for use by the Residents of the community.

| <b>Report / Document</b>                               | <b>Page(s)</b> | <b>Description</b>   |
|--|----------------|--|
| Cover Letter   | 1 Page / 3     |  |
| Budget Fund Revenue and Expense Summary (side by side) | 1 Page / 4     | Revenue and expense budget summary presented by fund in a side by side and consolidated format.  |
| Budget Fund Cash Flow Summary (side by side)           | 1 Page / 5     | Cash flow budget summary presented by fund in a side by side and consolidated format.  |
| Replacement Fund Analysis                              | 1 Page / 6     | A detail analysis of funds currently designated in the Replacement Fund set aside, and the calculation of funds needed, to pay for future major repairs or replacement of the association's assets (unless provided by a Reserve Study). |

# North Pointe Trails Homeowners Association, Inc. Revenue and Expense Budget Summary for FY 2026

|  | Operating Fund | Replacement Fund | Consolidated |
|--|----------------|------------------|--------------|
| Revenues                                     |                |                  |              |
| Assessments                                  |                |                  |              |
| Regular Assessments                          | \$84,564       | -                | \$84,564     |
| Commercial Assessments                       | \$756          | -                | \$756        |
| Assessment Allocation                        | (\$10,000)     | \$10,000         |              |
| TOTAL of Assessments                         | \$75,320       | \$10,000         | \$85,320     |
| Other Income                                 |                |                  |              |
| TOTAL of Other Income                        |                |                  |              |
| TOTAL of Revenues                            | \$75,320       | \$10,000         | \$85,320     |
| Expenses                                     |                |                  |              |
| Operating Expenses                           |                |                  |              |
| Direct Operating Expenses                    |                |                  |              |
| Landscape Maintenance                        | \$20,984       | -                | \$20,984     |
| Maintenance                                  | \$6,000        | -                | \$6,000      |
| Water and Wastewater                         | \$72           | -                | \$72         |
| Water - Irrigation                           | \$1,000        | -                | \$1,000      |
| Electricity                                  | \$8,000        | -                | \$8,000      |
| TOTAL of Direct Operating Expenses           | \$36,056       | -                | \$36,056     |
| General and Administrative Expenses          |                |                  |              |
| Professional Fees                            | \$2,456        | -                | \$2,456      |
| Bad Debts                                    |                | -                |              |
| Insurance                                    | \$6,547        | -                | \$6,547      |
| Contracted Services                          | \$16,488       | -                | \$16,488     |
| Administrative                               | \$8,446        | -                | \$8,446      |
| TOTAL of General and Administrative Expenses | \$33,937       | -                | \$33,937     |
| TOTAL of Operating Expenses                  | \$69,993       | -                | \$69,993     |
| Capital Expenditures (Non-capitalized)       |                |                  |              |
| Depreciation                                 |                |                  |              |
| TOTAL of Expenses                            | \$69,993       | -                | \$69,993     |
| Net Surplus (Deficit)                        | \$5,327        | \$10,000         | \$15,327     |

## North Pointe Trails Homeowners Association, Inc. Cash Flow Budget Summary for FY 2026

|   | Operating Fund  | Replacement Fund | <b>Consolidated</b> |
|---|-----------------|------------------|---------------------|
| Beginning Cash Balance (All Cash Accounts)  | \$51,892        | \$22,165         | <b>\$74,057</b>     |
| Cash from Operating Activities  | -               | -                | -                   |
| Net Surplus (Deficit)   | \$5,327         | \$10,000         | <b>\$15,327</b>     |
| Add Back Depreciation Expense (non-cash)  | -               | -                | -                   |
| Add/Subtract Projected Decrease/Increase in A/R, Prepaid Expenses and Other Assets                  | -               | -                | -                   |
| Add/Subtract Projected Increase/Decrease in A/P, Prepaid Assessments, and Other Current Liabilities | -               | -                | -                   |
| <b>Net Cash Flow from Operating Activities</b>  | <b>\$5,327</b>  | <b>\$10,000</b>  | <b>\$15,327</b>     |
| Cash from Investing Activities  | -               | -                | -                   |
| Purchase/Repair of Facilities & Equipment (Capitalized)   | -               | -                | -                   |
| <b>Net Cash Flow from Investing Activities</b>  | <b>-</b>        | <b>-</b>         | <b>-</b>            |
| Cash from Financing Activities  | -               | -                | -                   |
| Loan Principal Payments   | -               | -                | -                   |
| Interfund Borrowing (Due To / Due From Other Funds)   | -               | -                | -                   |
| Fund Transfers (Permanent Transfer To / From Another Fund)  | -               | -                | -                   |
| <b>Net Cash Flow from Financing Activities</b>  | <b>-</b>        | <b>-</b>         | <b>-</b>            |
| <b>Net Cash Increase (Decrease)</b>   | <b>\$5,327</b>  | <b>\$10,000</b>  | <b>\$15,327</b>     |
| <b>Ending Cash Balance</b>  | <b>\$57,219</b> | <b>\$32,165</b>  | <b>\$89,384</b>     |

**Final**

Printed on 1/26/2026

**North Pointe Trails Homeowners Association, Inc.  
Replacement Fund Analysis**

| <b>Asset/Component</b> | <b>Useful Life</b> | <b>Est<br/>Remain<br/>Useful<br/>Life<br/>(Years)</b> | <b>Est<br/>Future<br/>Repl<br/>Cost</b> | <b>Projected<br/>Repl Fund<br/>Balance at<br/>Current<br/>Year End</b> | <b>Projected<br/>Expenses<br/>in Budget<br/>Year</b> | <b>Projected<br/>Interest, WC or<br/>Init Capital<br/>Allocation in<br/>Budget Year</b> | <b>Required<br/>Funds</b> | <b>Actual<br/>Budgeted<br/>Annual<br/>Allocation to<br/>the Repl Fund</b> |
|------------------------|--------------------|---|---|--|--|---|---------------------------|---|
| Pond/Pump              |                    | 4   | \$10,000                                | -  | -  | -   | -                         | -   |
| Irrigation System      |                    | 0   | \$5,000                                 | -  | -  | -   | -                         | -   |
| Monument Sign          |                    | 4   | \$5,000                                 | -  | -  | -   | -                         | -   |
| Retaining Wall         |                    | 0   | \$50,000                                | -  | -  | -   | -                         | -   |
| <b>Totals:</b>         |                    |   |   |  |  |   |                           |   |

The information detailed in this report is provided as a planning guide only, unless supported by a Reserve Study prepared by a qualified and licensed firm or individual in the applicable state. RealManage **strongly recommends** that the association have a Reserve Study prepared and updated on an annual basis by a qualified and licensed firm or individual. RealManage is not qualified or licensed to prepare and issue a Reserve Study and does not represent or warrant any of the information provided herein. It is the responsibility of the association's Board of Directors to maintain and protect the assets of the association.

**North Pointe Trails Homeowners Association, Inc.**



Professionally managed by

September 25, 2024

Dear Member,

The Board of Directors of North Pointe Trails Homeowners Association, Inc. has signed a resolution to approve the assessment rate(s) and the annual budget for the 2025 fiscal year.

The assessment rate(s) will remain the same for the 2025 fiscal year. The assessment rates for the 2025 fiscal year are effective as of January 01, 2025:

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The Annual Budget for the 2025 fiscal year is attached.

Sincerely,

North Pointe Trails Homeowners Association, Inc. Board of Directors



## Annual Budget - Resident Budget Package



## North Pointe Trails Homeowners Association, Inc.

### Annual Budget for Fiscal Year 2025



Prepared on: 9/25/2024

**North Pointe Trails Homeowners Association, Inc.**  
**Annual Budget - Resident Budget Package**  
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| <b>Report / Document</b>                               | <b>Page(s)</b> | <b>Description</b>  |
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# North Pointe Trails Homeowners Association, Inc.

## Revenue and Expense Budget Summary for FY 2025

|  | Operating Fund | Replacement Fund | Consolidated |
|--|----------------|------------------|--------------|
| Revenues                                     |                |                  |              |
| Assessments                                  |                |                  |              |
| Regular Assessments                          | \$84,564       | -                | \$84,564     |
| Commercial Assessments                       | \$756          | -                | \$756        |
| Assessment Allocation                        | (\$10,000)     | \$10,000         |              |
| TOTAL of Assessments                         | \$75,320       | \$10,000         | \$85,320     |
| Other Income                                 | \$28,350       |                  | \$28,350     |
| TOTAL of Other Income                        | \$28,350       |                  | \$28,350     |
| TOTAL of Revenues                            | \$103,670      | \$10,000         | \$113,670    |
| Expenses                                     |                |                  |              |
| Operating Expenses                           |                |                  |              |
| Direct Operating Expenses                    |                |                  |              |
| Landscape Maintenance                        | \$34,283       | -                | \$34,283     |
| Maintenance                                  | \$6,000        | -                | \$6,000      |
| Water - Irrigation                           | \$900          | -                | \$900        |
| Electricity                                  | \$7,500        | -                | \$7,500      |
| TOTAL of Direct Operating Expenses           | \$48,683       | -                | \$48,683     |
| General and Administrative Expenses          |                |                  |              |
| Professional Fees                            | \$15,456       | -                | \$15,456     |
| Bad Debts                                    | (\$22,308)     | -                | (\$22,308)   |
| Collection Expense                           |                | -                |              |
| Insurance                                    | \$5,952        | -                | \$5,952      |
| Contracted Services                          | \$16,008       | -                | \$16,008     |
| Administrative                               | \$6,900        | -                | \$6,900      |
| TOTAL of General and Administrative Expenses | \$22,008       | -                | \$22,008     |
| TOTAL of Operating Expenses                  | \$70,691       | -                | \$70,691     |
| Capital Expenditures (Non-capitalized)       |                |                  |              |
| Depreciation                                 |                |                  |              |
| TOTAL of Expenses                            | \$70,691       | -                | \$70,691     |
| Net Surplus (Deficit)                        | \$32,979       | \$10,000         | \$42,979     |

### ARCHITECTURAL REQUEST FORM

Request must be submitted prior to beginning construction or improvement. Please submit your application with all required documents via email to: [POINTE@ciramail.com](mailto:POINTE@ciramail.com). If you have any additional questions please call 1-866-473-2573. *Failure to receive an approval or denial shall be presumed as denied.*

Association Name: North Pointe Trails Homeowners Association, Inc.

Name: \_\_\_\_\_ Street Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address : \_\_\_\_\_

*The inclusion of an e-mail address authorizes the Architectural Control Committee to use electronic mail for official responses to this request.*

The Declaration of Covenants, Conditions and Restrictions (the "Deed Restrictions") for the NORTH POINTE TRAILS HOMEOWNER ASSOCIATION, INC. specifies that all improvements as defined in the Deed Restrictions must be approved in writing by the Architectural Control Committee before their improvement begins. To assist in your compliance with this restriction, complete this form and submit it with your plans and specifications for the proposed improvement.

The plans and specifications will not be considered complete without the following items:

- Plot plan or survey showing the location and dimensions of all existing and proposed improvements.
- Existing and finished grades and lot drainage provisions shall be indicated.
- The structural design, exterior elevations, exterior materials, colors, textures and shapes of all improvements described.
- Estimated time frame for completion of project: \_\_\_\_\_

**APPROVAL REQUESTED :**

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> BASKETBALL GOAL   | <input type="checkbox"/> FENCE           | <input type="checkbox"/> LANDSCAPING        | <input type="checkbox"/> PLAYSCAPE     |
| <input type="checkbox"/> IRRIGATION SYSTEM | <input type="checkbox"/> DECK            | <input type="checkbox"/> DRIVEWAY EXTENSION | <input type="checkbox"/> EXT. PAINTING |
| <input type="checkbox"/> STORAGE SHED      | <input type="checkbox"/> EXT. REMODELING | <input type="checkbox"/> SPORT COURT        | <input type="checkbox"/> OTHER         |

**DESCRIPTION OF IMPROVEMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACC COMMITTEE RECOMMENDATION:**

- Approved – Contingent upon the following criteria:       Not Approved - Based on the following criteria:

PROPERTY OWNER SIGNATURE:

DATE:

FEB 01 2006

**ARTICLES OF INCORPORATION**

**OF**

**Corporations Section**

**NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**

The undersigned, a natural person of the age of eighteen (18) years or more and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE ONE**

The name of the Corporation is North Pointe Trails Homeowners Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE TWO**

The Association is a non-profit corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act. No part of the income of the Association shall inure to the benefit of any of its members or any other individual. The Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members or engage, except to an insubstantial degree, in any activities which are not in furtherance of the primary purpose of the Association.

**ARTICLE THREE**

The period of duration of the Association is perpetual.

**ARTICLE FOUR**

The street address of the initial registered office of the Association is 903 Gemini, Houston, Texas 77058, and the name of its initial registered agent at such address is Barry H. Black.

## ARTICLE FIVE

The primary purposes for which the Association is formed are (1) to be and constitute the corporation to which reference is or will be made in that certain Declaration of Covenants, Conditions and Restrictions for North Pointe Trails Homeowners Association, Inc. (herein called the "Declaration") recorded or to be recorded in the Office of the County Clerk of Galveston County, Texas, as the same may be amended or supplemented from time to time in accordance with the provisions thereof, (2) to exercise all rights and powers specified in the Declaration, and the Association's by-laws (the "By-Laws"), and as provided by law, and (3) to further the interests of the owners of the property subject to the Declaration and such other property as may hereafter be annexed to the jurisdiction of the Association. It is anticipated that the Declaration will be executed after the date hereof.

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or the By-Laws, may be exercised by the Association's Board of Directors:

A. all of the powers conferred upon non-profit corporations by common law and the statutes of the State of Texas in effect from time to time;

B. all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Declaration, or the By-Laws, including, without limitation, the following:

(i) preparing and adopting annual budgets of the Association's expenses;

(ii) making assessments to defray the Association's expenses as set forth in the Declaration and collecting such assessments;

(iii) providing for the operation, care, upkeep, and maintenance of all of the property and facilities owned by the Association and the property and facilities within or in the vicinity of the property within the jurisdiction of the Association not owned by the Association as set forth in the Declaration;

(iv) designating, hiring, and dismissing the personnel and contractors necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and, where appropriate, providing for the compensation of such personnel and contractors and for the purchase of equipment, supplies, and materials to be used by such personnel and contractors in the performance of their duties;

(v) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, using the proceeds to operate the Association and enforcing liens that secure payment of the assessments;

(vi) making and amending rules and regulations;

(vii) opening bank accounts on behalf of the Association and designating the signatories required;

(viii) making or contracting for the making of repairs, additions, and improvements to or alterations of the Association's property in accordance with the provisions of the Declaration after damage or destruction by fire, other casualty or normal use;

(ix) enforcing the covenants, conditions, and restrictions created by the Declaration, and the rules and regulations adopted by the Association, and bringing or participating in any proceedings which may be instituted on behalf of or against the owners of property subject to the Declaration;

(x) obtaining and carrying insurance against casualties and liabilities as provided in the Declaration, including directors and officers liability insurance, and paying the premium cost thereof;

(xi) paying the cost of all services rendered to the Association or its members and not chargeable directly to specific owners;

(xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(xiii) making available (for a reasonable charge) to any prospective purchaser of a portion of the property subject to the Declaration or any mortgagee, and the holders, insurers, and guarantors of any mortgage, current copies of the Declaration, these Articles, the By-Laws, the rules governing such property and all other books, records, and financial statements of the Association;

(xiv) permitting utility suppliers and suppliers of other services to use portions of the Association's property;

(xv) engaging in activities which will foster, promote, and advance the common interests of the owners of property subject to the Declaration;

(xvi) buying or otherwise acquiring, selling, or otherwise disposing of, mortgaging, or otherwise encumbering, exchanging, leasing, holding, using, operating, and otherwise dealing in and with real and personal property of all kinds and any right or interest therein for any purpose of the Association, which shall include the power to foreclose its lien on any property subject to the Declaration, by judicial or nonjudicial means;

(xvii) borrowing money for any purpose subject to such limitations as may be contained in the Declaration or the By-Laws;

(xviii) entering into, making, performing, and enforcing contracts of every kind and description, and doing all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(xix) acting as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(xx) adopting, altering, and amending or repealing such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(xxi) providing or contracting for services benefiting the property subject to the Declaration, including, without limitation, garbage removal and any and all supplemental municipal services as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article. PROVIDED, HOWEVER, any of the foregoing provisions of this Article V to the contrary notwithstanding, the Association is organized and shall be operated exclusively for civic and community service and other nonprofit purposes, and no part of any net earnings or other assets of this Association shall inure to the benefit of any Member of the Association or any owner in the North Pointe Trails Homeowners Association, Inc..



## ARTICLE SIX

The Association shall be a membership corporation without certificates or shares of stock. Each and every person or entity who owns a Lot (as defined in the Declaration) within the property subject to the jurisdiction of the Association, including contract sellers, but excluding any person or entity who holds an interest merely as security for the performance of an obligation or those owning only an easement estate, a mineral interest, or a royalty interest, shall be a member of the Association (each of such persons or entities being hereinafter referred to as an "Owner"). Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.

## ARTICLE SEVEN

The Association shall have two classes of members ("Members"):

(a) CLASS A. Class "A" Members shall be all Owners with the exception of the Declarant (as defined in the Declaration). Class "A" Members shall be entitled to one (1) vote for each Lot of which they are the Owner. In the event the Owner of a Lot is one or more persons or entities, the vote for such Lot shall be exercised as those Members among themselves determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests. The vote for such Lot shall be suspended in the event more than one Member seeks to exercise it. The voting rights of a Lot owned by a corporation, a partnership or other entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. After the Voting Conversion Date (as hereinafter defined), the Declarant shall become a Class A Member with respect to the Lots it owns.

(b) CLASS B. The Class "B" Member shall be the Declarant which shall be entitled to ten (10) votes for each Lot of which it is the Owner. Each acre of land owned by the Declarant for which a subdivision plat has not been recorded in the Map or Plat Records of Brazoria County, Texas shall be deemed to contain two Lots for determining voting rights but for no other purpose.

The Class "B" membership shall cease and be converted to Class "A" membership on the Voting Conversion Date. The Voting Conversion Date shall be the earlier of (i) the date that the total number of votes of the Class "A" Members equals or exceeds the number of votes of the Class "B" Member, (ii) January 1, 2014 or (iii) such date as may be established by the Declarant, in its sole

discretion, in a written instrument executed by Declarant and recorded in the Official Public Records of Real Property of Galveston County, Texas.

#### **ARTICLE EIGHT**

The Association shall act through a board of directors (the "Board of Directors" or the "Board") containing a minimum of three (3) and a maximum of five (5) members, which shall manage the affairs of the Association as specified in the By-Laws. The initial Board shall contain three (3) members and the names and addresses of the initial Board of Directors who are to serve until their

successors are appointed or elected are:

- (1) Barry H. Black  
903 Gemini  
Houston, Texas 77058
  
- (2) Scott Black  
903 Gemini  
Houston, Texas 77058
  
- (3) John Black  
903 Gemini  
Houston, TX 77058

The number of directors may be changed at any time, within the above specified minimum and maximum numbers, by the Board provided that a reduction in the number of directors shall not shorten the term of any director. The method of appointment or election of members of the Board, removal and filling of vacancies, and the term of office of directors shall be as set forth in the By-Laws. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

#### **ARTICLE NINE**

The By-Laws of the Association may be amended at any time by majority vote of the Board of Directors.

## ARTICLE TEN

The Association reserves the right to amend or repeal any provision of these Articles in the manner now or hereafter prescribed by law; provided, however, any amendment of these Articles must be approved by two-thirds (2/3rds) of the total number of votes of each class of the Members of the Association entitled to be cast by Members who are voting, in person or by proxy, at a meeting duly called for such purpose and at which the necessary quorum exists..

## ARTICLE ELEVEN

The conditions and regulations of membership in the Association shall be determined and fixed by these Articles of Incorporation and by the Bylaws; PROVIDED, HOWEVER, that no part of the net earnings of the Association shall ever be distributed or shall otherwise inure to the benefit of any Member of the Association (or any owner of the property covered by the Declaration); and FURTHER, PROVIDED, that in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary, the directors shall dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon, after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provision therefore in such manner as they, in the exercise of their absolute discretion, and by majority vote, shall determine; however, such disposition shall be exclusively in the furtherance of the purposes for which the Association is formed, and the property and the assets of the Association shall not accrue to the benefit of any officer, director, Member, or any individual having a personal or private interest in the affairs of the Association or any organization which engages in any activity in which the Association is precluded from engaging.

## ARTICLE TWELVE

The name and address of the incorporator of the Association are:

Barry H. Black  
Sable Quest Developers  
903 Gemini  
Houston, Texas 77058

#### ARTICLE THIRTEEN

The Association shall indemnify any person who is or was a director of the Association against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by such person in connection with any action, suit, or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been a director or serving at the Association's request to the fullest extent permitted by the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act.

#### ARTICLE FOURTEEN

Prior to the Voting Conversion Date, the amendment of the Association's Articles of Incorporation, the merger, consolidation or dissolution of the Association, the mortgaging of Common Property (as defined in the Declaration), and the annexation of property by the Association shall require the approval of the U.S. Department of Housing and Urban Development as long as such approval is required for the Lots to be eligible for Federal Housing Administration financing.

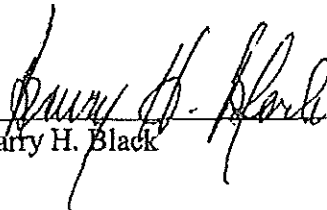
#### ARTICLE FIFTEEN

No director of the Association shall be liable to the Association or its Members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for (i) a breach of a director's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith or that involves intentional

misconduct or a knowing violation of the law; (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Miscellaneous Corporation Laws Act or any other statute is amended subsequently to the filing of these Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the full extent permitted by such statute, as so amended.

Any repeal or modification of the foregoing paragraph by the Members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, the undersigned has executed these Articles of Incorporation this 26<sup>th</sup> day of Jan., 2006.

  
\_\_\_\_\_  
Barry H. Black

BY-LAWS  
OF  
NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

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ARTICLE I

NAME AND LOCATION

The name of the corporation is North Pointe Trails Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at such place as may be designated from time to time by the Association's Board of Directors. Meetings of Members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to North Pointe Trails Homeowners Association, Inc., a Texas non-profit corporation, and its successors and assigns.

Section 2. "Common Area" or "Common Property" shall mean and refer to all properties, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members of the Association.

Section 3. "Developer" shall mean and refer to Sable Quest, Ltd., a Texas limited partnership, and its successors and assigns, as provided in the Restrictions. No assignment shall be effective unless a written assignment is made by Developer that assigns all, or part, of its rights as Developer under the Restrictions and the assignment is recorded in the Official Records of Brazoria County, Texas.

Section 4. "Restrictions" shall mean and refer to the Reservations, Restrictions and Covenants for North Pointe Trails Subdivision recorded under File Nos. 2005066454 and 2006073890 in the Official Records of Brazoria County, Texas, as the same may be amended or supplemented from time to time as therein provided.

Section 5. "Lot" shall mean and refer to any of the numbered lots shown on the recorded plats of the subdivisions within the Properties, intended for the construction of a residence, excluding all reserve tracts shown on a plat, but including lots created by a replat of a reserve tract.

Section 6. "Member" shall mean and refer to every person or entity that is an Owner. No Member of the Association shall have any right or interest in the assets of the Association, including, without limitation, any right to distribution of assets in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary.

Barry Black  
903 Gemini  
Houston, TX 77058

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning only an easement right, a mineral interest, or a royalty interest.

Section 8. "Properties" shall mean and refer to the real property within the jurisdiction of the Association.

### ARTICLE III

#### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year after the date of the conveyance of the first Lot in the Properties to a buyer on a date designated by the Association's Board of Directors, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on date and at a time designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of the aggregate votes of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5th) of the votes of each class of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent special meeting shall be held more than 60 days following the preceding special meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

### ARTICLE IV

## BOARD OF DIRECTORS

**Section 1. Number.** The affairs of this Association shall be managed by a board of directors containing a minimum of three (3) and a maximum of five (5) Members. Members of the Board need not be Members of the Association. The number of directors may be changed at any time, subject to the above specified minimum and maximum numbers, by the Board of Directors, provided that a reduction in the number of directors shall not shorten the term of any director.

**Section 2. Term of Office.** While there is a Class B membership in the Association, all directors shall be appointed by the Developer. At the first annual meeting after the expiration of the Class B Membership the Members shall elect one (1) director for a term of one (1) year and two (2) directors for a term of two (2) years. At each annual meeting of the Members thereafter the Members shall elect the number of directors equal to the number of directors whose terms expire at such time for a term of two (2) years.

**Section 3. Removal.** The Developer may remove any director without cause while there is a Class B Membership. Thereafter, the Members may remove any director with or without cause by a majority vote at a meeting of the Members called for such purpose provided, however, the removal of a Member of the Board without cause prior to the date the Developer has sold and conveyed all of its Lots in the Properties shall require approval by the Developer. In the event of the death, resignation or removal of a director, his successor shall be selected by Developer while there is a Class B Membership and thereafter by a majority vote at a meeting of the Members called for such purpose, and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The directors shall have the right to take any action which they could take at a meeting by execution of a written consent instrument signed by all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.



## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors when there is no Class B Membership in the Association shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members when there is no Class B Membership, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at the annual meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such frequency as the Board from time to time deems necessary.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after no less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities located thereupon, and the personal conduct of the Members or their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Association's facilities of a Member during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association in excess of 30 days. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictions;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an Independent contractor, or such other employees as the Board of Directors deems necessary, and to prescribe their duties,

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) (1) fix the amount of the annual, special, default or additional assessment against each Lot;

(2) send written notice of each assessment to every Owner subject thereto; and

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and, at the option of the Board of Directors, directors and officers liability insurance;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) perform the other duties of the Association set forth in the Restrictions.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected by the Board on January 15 of each year and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer or president and treasurer may be held by the same person. No person shall simultaneously hold more

than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if requested by the Board, shall cause an audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting.

## ARTICLE IX

### COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-Laws. The Board of Directors may appoint other committees as it deems appropriate in carrying out its purposes.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Restrictions, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Restrictions, each home owner is obligated to pay to the Association a monthly fee of \$20.00 for all necessary and required maintenance of Detention Area, Reserves, common areas, as well as common fencing and entrance markers. Residual funds may be used for additional expenses that a majority of the Members of the Association agree upon. The foregoing described assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate determined by the Board of Directors from time to time not in excess of the maximum lawful rate. The Association may bring an action at law against the home owner personally obligated to pay the same or foreclose the lien against the property. Interest as provided above, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No home owner may waive or otherwise escape liability for the assessments provided for in the Restrictions by nonuse of the Common Area.

## ARTICLE XII

### CORPORATE SEAL

The Board of Directors shall provide a corporate seal, but affixing of a corporate seal shall not be necessary to authenticate any action of the Association unless otherwise expressly required by the Board of Directors or by these By-Laws.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended at any time by the majority vote of the Board of Directors; provided, however, as long as there is a Class B Membership in the Association, any amendment of these By-Laws must be approved by the U.S. Department of Housing and Urban Development, if such approval is required for the Lots to be eligible for Federal Housing Administration financing.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

## ARTICLE XIV

### SECTION ONE: Right to Indemnification

Each person who was or is made a party to or is threatened to be made a party to, or is otherwise involved in any action, suit or proceedings, whether civil, criminal, arbitrative, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Association (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Association to the full extent authorized by the Texas Non-Profit Corporation Act (the "Non-Profit Corporation Act"), as the same exists or may hereafter be amended (provided that no such amendment shall adversely affect any right or protection of a director or officer of the Association existing at the time of such amendment), against all expense, liability and loss (including attorney's fees, judgments, fines, excise or similar taxes, or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section Two of this Article XIV with respect to proceedings to enforce rights to indemnification, the Association shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association. The right to indemnification conferred in this Section One of Article XIV shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by a director or officer who is an indemnitee shall be made only (i) upon delivery to the Association of a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under the Non-Profit Corporation Act (hereinafter an "affirmation") and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such person is not entitled to be indemnified for such expenses under this Article XIV or otherwise (hereinafter an "undertaking"), and (ii) if required by law, following a determination that the facts known to those making the determination would not preclude indemnification under the Non-Profit Corporation Act.

**SECTION TWO: Right of Indemnitee to Bring Suit**

If a claim under Section One of this Article XIV is not paid in full by the Association within 60 days after a written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an affirmation and an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the

indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met the applicable standard of conduct set forth in the Non-Profit Corporation Act. In any suit by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the Association shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Non-Profit Corporation Act. Neither the failure of the Association (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Non-Profit Corporation Act, nor an actual determination by the Association (including its Board of Directors, independent legal counsel, or its Members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right hereunder, or by the Association to recover an advancement of expenses pursuant to the terms of an affirmation and undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Article XII or otherwise shall be on the Association.

#### **SECTION THREE: Non-Exclusivity of Rights**

The rights to indemnification and to the advancement of expenses conferred in this Article XIV shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Articles of Incorporation of the Association, By-Laws, agreement, vote of Members or disinterested directors or otherwise.

#### **SECTION FOUR: Insurance**

The Association may purchase and maintain insurance or another arrangement, at its expense, to protect itself and any director, officer, employee or agent of the Association against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Non-Profit Corporation Act.

#### **SECTION FIVE: Indemnification of Employees and Agents of the Association**

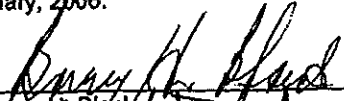
The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Association to the full extent of the provisions of this Article XIV with respect to the indemnification and advancement of expenses of directors and officers of the Association.


ARTICLE XV

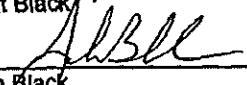
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

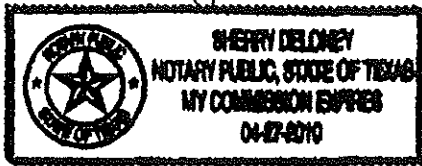
IN WITNESS WHEREOF, we, being all of the directors of the Association have hereunto set our hands as of the 1<sup>st</sup> day of February, 2008.

  
\_\_\_\_\_  
Barry H. Black

  
\_\_\_\_\_  
Scott Black

  
\_\_\_\_\_  
John Black





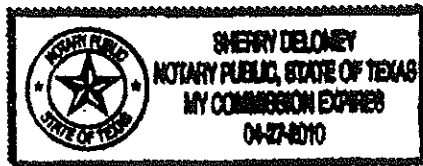
22nd Day of April, 2010.



Sworn and subscribed before me, the undersigned authority on this  
the 22<sup>ND</sup> day of April, 2010.

Sherry Delaney  
Notary Public

State of Texas  
Harris County



Doc# 2010016580  
# Pages 12  
04/23/2010 10:30AM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees \$60.00

Joyce Hudman

**FIRST AMENDMENT  
TO  
BYLAWS  
OF  
NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §**

This **FIRST AMENDMENT TO BYLAWS OF NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.** (this "First Amendment") is made effective as of the 1<sup>st</sup> day of February, 2006, by the Board of Directors.

**WITNESSETH:**

**WHEREAS**, the Bylaws of North Pointe Trails Homeowners Association, Inc. (the "Bylaws") are dated February 1, 2006, and recorded April 23, 2010 as Document No. 2010016580 in the Official Public Records of Brazoria County, Texas; and

**WHEREAS**, Article XIII, Section 1 of the Bylaws provides that the Bylaws may be amended at any time by the majority vote of the Board of Directors; and

**WHEREAS**, the Board of Directors desires to amend the Bylaws as hereinafter provided.

**NOW, THEREFORE**, the Board of Directors hereby amends the Bylaws as follows:

1. Article XI of the Bylaws is hereby amended by deleting this section in its entirety and replacing it with the following:

**ARTICLE XI**

Section 1. Assessments. As more fully provided in the Restrictions, each home owner is obligated to pay to the Association a monthly fee of \$20.00 for all necessary and required maintenance of Detention Area, Reserves, common areas, as well as common fencing and entrance markers. Residual funds may be used for additional expenses that a majority of the Members of the Association agree upon. The foregoing described assessments are secured by a continuing lien

STEWART TITLE HOUSTON DIVISION  
NPTH0A1/MT/138

upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate determined by the Board of Directors from time to time not in excess of the maximum lawful rate. The Association may bring an action at law against the home owner personally obligated to pay the same or foreclose the lien against the property. Interest as provided above, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No home owner may waive or otherwise escape liability for the assessments provided for in the Restrictions by nonuse of the Common Area.

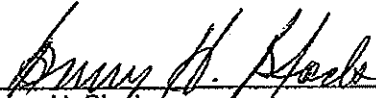
Section 2. Creation of a Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the Members, except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with the Restrictions. Each home owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay assessments to the Association which were established pursuant to the terms of the Restrictions. All such maintenance charges, together with interest, costs and reasonable attorney's fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the Lot, and shall take priority from the date the notice of lien for a delinquent assessment is filed in the Public Records of Brazoria County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. The lien shall be subordinate to liens for ad valorem taxes or other public charges which by applicable law are expressly made superior. Every home owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessment pertaining to such Lot or chargeable to the former owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all home owners, including

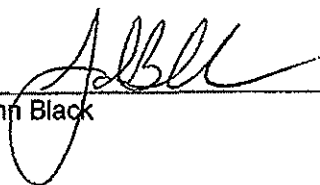
the acquiring mortgagee, its successor or assigns. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility for the Lot from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for the assessment thereafter becoming due.

2. Except as modified by this First Amendment, the Bylaws shall remain in full force and effect.

**IN WITNESS WHEREOF**, we, being all of the directors of the Association, do hereby execute this First Amendment to be effective as of the date first above written.

  
\_\_\_\_\_  
Barry H. Black

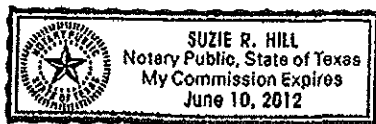
  
\_\_\_\_\_  
Scott Black

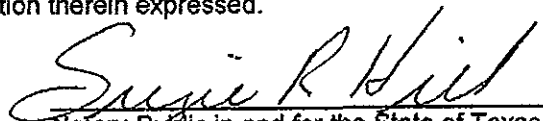
  
\_\_\_\_\_  
John Black

**ACKNOWLEDGEMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

BEFORE ME, the undersigned authority, on this 24<sup>th</sup> day May, 2010, personally appeared **Barry H. Black** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

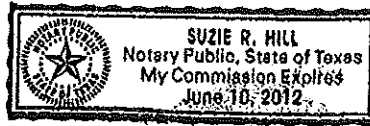


  
\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF Harris   §

BEFORE ME, the undersigned authority, on this 24<sup>th</sup> day May, 2010, personally appeared **Scott Black** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

  
Notary Public in and for the State of Texas



STATE OF TEXAS       §  
                                  §  
COUNTY OF Harris   §

BEFORE ME, the undersigned authority, on this 24 day May, 2010, personally appeared **John Black** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

  
Notary Public in and for the State of Texas



**AFTER RECORDING RETURN TO:**  
North Pointe Trails Homeowners Association  
c/o Stewart Title – Champions Office  
8500 Cypresswood Drive  
Suite 104  
Spring TX 77379

e-Recording  
Doc# 2010022169  
# Pages 5  
05/26/2010 14:13:05 PM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 28.00

*Joyce Hudman*

FEB 01 2006

**ARTICLES OF INCORPORATION**

**OF**

**Corporations Section**

**NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**

The undersigned, a natural person of the age of eighteen (18) years or more and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE ONE**

The name of the Corporation is North Pointe Trails Homeowners Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE TWO**

The Association is a non-profit corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act. No part of the income of the Association shall inure to the benefit of any of its members or any other individual. The Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members or engage, except to an insubstantial degree, in any activities which are not in furtherance of the primary purpose of the Association.

**ARTICLE THREE**

The period of duration of the Association is perpetual.

**ARTICLE FOUR**

The street address of the initial registered office of the Association is 903 Gemini, Houston, Texas 77058, and the name of its initial registered agent at such address is Barry H. Black.

## ARTICLE FIVE

The primary purposes for which the Association is formed are (1) to be and constitute the corporation to which reference is or will be made in that certain Declaration of Covenants, Conditions and Restrictions for North Pointe Trails Homeowners Association, Inc. (herein called the "Declaration") recorded or to be recorded in the Office of the County Clerk of Galveston County, Texas, as the same may be amended or supplemented from time to time in accordance with the provisions thereof, (2) to exercise all rights and powers specified in the Declaration, and the Association's by-laws (the "By-Laws"), and as provided by law, and (3) to further the interests of the owners of the property subject to the Declaration and such other property as may hereafter be annexed to the jurisdiction of the Association. It is anticipated that the Declaration will be executed after the date hereof.

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or the By-Laws, may be exercised by the Association's Board of Directors:

A. all of the powers conferred upon non-profit corporations by common law and the statutes of the State of Texas in effect from time to time;

B. all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Declaration, or the By-Laws, including, without limitation, the following:

(i) preparing and adopting annual budgets of the Association's expenses;

(ii) making assessments to defray the Association's expenses as set forth in the Declaration and collecting such assessments;

(iii) providing for the operation, care, upkeep, and maintenance of all of the property and facilities owned by the Association and the property and facilities within or in the vicinity of the property within the jurisdiction of the Association not owned by the Association as set forth in the Declaration;



(iv) designating, hiring, and dismissing the personnel and contractors necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and, where appropriate, providing for the compensation of such personnel and contractors and for the purchase of equipment, supplies, and materials to be used by such personnel and contractors in the performance of their duties;

(v) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, using the proceeds to operate the Association and enforcing liens that secure payment of the assessments;

(vi) making and amending rules and regulations;

(vii) opening bank accounts on behalf of the Association and designating the signatories required;

(viii) making or contracting for the making of repairs, additions, and improvements to or alterations of the Association's property in accordance with the provisions of the Declaration after damage or destruction by fire, other casualty or normal use;

(ix) enforcing the covenants, conditions, and restrictions created by the Declaration, and the rules and regulations adopted by the Association, and bringing or participating in any proceedings which may be instituted on behalf of or against the owners of property subject to the Declaration;

(x) obtaining and carrying insurance against casualties and liabilities as provided in the Declaration, including directors and officers liability insurance, and paying the premium cost thereof;

(xi) paying the cost of all services rendered to the Association or its members and not chargeable directly to specific owners;

(xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(xiii) making available (for a reasonable charge) to any prospective purchaser of a portion of the property subject to the Declaration or any mortgagee, and the holders, insurers, and guarantors of any mortgage, current copies of the Declaration, these Articles, the By-Laws, the rules governing such property and all other books, records, and financial statements of the Association;

(xiv) permitting utility suppliers and suppliers of other services to use portions of the Association's property;

(xv) engaging in activities which will foster, promote, and advance the common interests of the owners of property subject to the Declaration;

(xvi) buying or otherwise acquiring, selling, or otherwise disposing of, mortgaging, or otherwise encumbering, exchanging, leasing, holding, using, operating, and otherwise dealing in and with real and personal property of all kinds and any right or interest therein for any purpose of the Association, which shall include the power to foreclose its lien on any property subject to the Declaration, by judicial or nonjudicial means;

(xvii) borrowing money for any purpose subject to such limitations as may be contained in the Declaration or the By-Laws;

(xviii) entering into, making, performing, and enforcing contracts of every kind and description, and doing all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(xix) acting as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(xx) adopting, altering, and amending or repealing such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(xxi) providing or contracting for services benefiting the property subject to the Declaration, including, without limitation, garbage removal and any and all supplemental municipal services as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article. PROVIDED, HOWEVER, any of the foregoing provisions of this Article V to the contrary notwithstanding, the Association is organized and shall be operated exclusively for civic and community service and other nonprofit purposes, and no part of any net earnings or other assets of this Association shall inure to the benefit of any Member of the Association or any owner in the North Pointe Trails Homeowners Association, Inc..

## ARTICLE SIX

The Association shall be a membership corporation without certificates or shares of stock. Each and every person or entity who owns a Lot (as defined in the Declaration) within the property subject to the jurisdiction of the Association, including contract sellers, but excluding any person or entity who holds an interest merely as security for the performance of an obligation or those owning only an easement estate, a mineral interest, or a royalty interest, shall be a member of the Association (each of such persons or entities being hereinafter referred to as an "Owner"). Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.

## ARTICLE SEVEN

The Association shall have two classes of members ("Members"):

(a) CLASS A. Class "A" Members shall be all Owners with the exception of the Declarant (as defined in the Declaration). Class "A" Members shall be entitled to one (1) vote for each Lot of which they are the Owner. In the event the Owner of a Lot is one or more persons or entities, the vote for such Lot shall be exercised as those Members among themselves determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests. The vote for such Lot shall be suspended in the event more than one Member seeks to exercise it. The voting rights of a Lot owned by a corporation, a partnership or other entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. After the Voting Conversion Date (as hereinafter defined), the Declarant shall become a Class A Member with respect to the Lots it owns.

(b) CLASS B. The Class "B" Member shall be the Declarant which shall be entitled to ten (10) votes for each Lot of which it is the Owner. Each acre of land owned by the Declarant for which a subdivision plat has not been recorded in the Map or Plat Records of Brazoria County, Texas shall be deemed to contain two Lots for determining voting rights but for no other purpose.

The Class "B" membership shall cease and be converted to Class "A" membership on the Voting Conversion Date. The Voting Conversion Date shall be the earlier of (i) the date that the total number of votes of the Class "A" Members equals or exceeds the number of votes of the Class "B" Member, (ii) January 1, 2014 or (iii) such date as may be established by the Declarant, in its sole

discretion, in a written instrument executed by Declarant and recorded in the Official Public Records of Real Property of Galveston County, Texas.

#### **ARTICLE EIGHT**

The Association shall act through a board of directors (the "Board of Directors" or the "Board") containing a minimum of three (3) and a maximum of five (5) members, which shall manage the affairs of the Association as specified in the By-Laws. The initial Board shall contain three (3) members and the names and addresses of the initial Board of Directors who are to serve until their

successors are appointed or elected are:

- (1) Barry H. Black  
903 Gemini  
Houston, Texas 77058
- (2) Scott Black  
903 Gemini  
Houston, Texas 77058
- (3) John Black  
903 Gemini  
Houston, TX 77058

The number of directors may be changed at any time, within the above specified minimum and maximum numbers, by the Board provided that a reduction in the number of directors shall not shorten the term of any director. The method of appointment or election of members of the Board, removal and filling of vacancies, and the term of office of directors shall be as set forth in the By-Laws. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

#### **ARTICLE NINE**

The By-Laws of the Association may be amended at any time by majority vote of the Board of Directors.

## ARTICLE TEN

The Association reserves the right to amend or repeal any provision of these Articles in the manner now or hereafter prescribed by law; provided, however, any amendment of these Articles must be approved by two-thirds (2/3rds) of the total number of votes of each class of the Members of the Association entitled to be cast by Members who are voting, in person or by proxy, at a meeting duly called for such purpose and at which the necessary quorum exists..

## ARTICLE ELEVEN

The conditions and regulations of membership in the Association shall be determined and fixed by these Articles of Incorporation and by the Bylaws; PROVIDED, HOWEVER, that no part of the net earnings of the Association shall ever be distributed or shall otherwise inure to the benefit of any Member of the Association (or any owner of the property covered by the Declaration); and FURTHER, PROVIDED, that in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary, the directors shall dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon, after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provision therefore in such manner as they, in the exercise of their absolute discretion, and by majority vote, shall determine; however, such disposition shall be exclusively in the furtherance of the purposes for which the Association is formed, and the property and the assets of the Association shall not accrue to the benefit of any officer, director, Member, or any individual having a personal or private interest in the affairs of the Association or any organization which engages in any activity in which the Association is precluded from engaging.

## ARTICLE TWELVE

The name and address of the incorporator of the Association are:

Barry H. Black  
Sable Quest Developers  
903 Gemini  
Houston, Texas 77058

#### ARTICLE THIRTEEN

The Association shall indemnify any person who is or was a director of the Association against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by such person in connection with any action, suit, or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been a director or serving at the Association's request to the fullest extent permitted by the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act.

#### ARTICLE FOURTEEN

Prior to the Voting Conversion Date, the amendment of the Association's Articles of Incorporation, the merger, consolidation or dissolution of the Association, the mortgaging of Common Property (as defined in the Declaration), and the annexation of property by the Association shall require the approval of the U.S. Department of Housing and Urban Development as long as such approval is required for the Lots to be eligible for Federal Housing Administration financing.

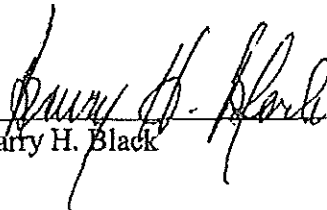
#### ARTICLE FIFTEEN

No director of the Association shall be liable to the Association or its Members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for (i) a breach of a director's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith or that involves intentional

misconduct or a knowing violation of the law; (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Miscellaneous Corporation Laws Act or any other statute is amended subsequently to the filing of these Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the full extent permitted by such statute, as so amended.

Any repeal or modification of the foregoing paragraph by the Members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, the undersigned has executed these Articles of Incorporation this 26<sup>th</sup> day of Jan., 2006.

  
\_\_\_\_\_  
Barry H. Black

|     |        |           |        |               |      |
|-----|--------|-----------|--------|---------------|------|
| C19 | 25.00' | 32'28'41" | 14.17' | S 54'39'15" W | 35.3 |
| C20 | 25.00' | 15'42'42" | 6.86'  | S 78'44'57" W | 35.3 |
| C21 | 28.00' | 90'00'00" | 39.27' | N 48'23'42" W | 35.3 |
| C22 | 25.00' | 90'00'00" | 39.27' | S 41'36'18" W | 35.3 |
| C23 | 28.00' | 90'00'00" | 39.27' | N 41'36'18" E | 35.3 |
| C24 | 25.00' | 90'00'00" | 39.27' | S 48'23'42" E | 35.3 |
| C25 | 28.00' | 90'00'00" | 39.27' | S 41'36'18" W | 35.3 |
| C26 | 25.00' | 90'00'00" | 39.27' | N 48'23'42" W | 35.3 |

Doc# 2005066453  
 8 Pages  
 11/21/2005 4:04PM  
 Official Records of  
 BRAZORIA COUNTY  
 JUDY WOOD  
 COUNTY CLERK  
 FEE \$ 1111.00

*George Hedstrom*

# FINAL PLAT NORTH POINTE TRAILS SECTION ONE

PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF  
 31.562 ACRES OF LAND  
 OUT OF A 55,178-ACRE TRACT  
 CONSISTING OF AND A PART OF  
 LOTS 4, 5, 16, 17, and  
 Portions of Lots 3, 18, 23, and 24,  
 R. W. SHARP SUBDIVISION OF SECTION 22,  
 I. & G. N. SURVEY, ABSTRACT 693  
 CITY OF ALVIN  
 BRAZORIA COUNTY, TEXAS  
 93 LOTS IN 5 BLOCKS,  
 AND 8 RESERVES

DEVELOPERS: BABLE QUEST, LTD.  
 BARRY H. BLACK, PARTNER  
 P.O. BOX 1887  
 LEAGUE CITY, TEXAS 77574

SURVEYOR: GEOSURV, LLC  
 REGISTERED PROFESSIONAL  
 LAND SURVEYORS  
 P.O. BOX 245  
 LEAGUE CITY, TEXAS 77574

ENGINEER: SHELMAJK ENGINEERING, L.L.C.  
 8410 E. F. LOWRY EXPRESSWAY  
 SUITE 120  
 TEXAS CITY, TEXAS 77581

SHEET 2  
 NOVEMBER  
 REVISED:



**RESERVATIONS, RESTRICTIONS AND COVENANTS**

IN

**NORTH POINTE TRAILS SUBDIVISION**

N8

**STATE OF TEXAS**

**COUNTY OF BRAZORIA**

**CITY OF ALVIN, TEXAS**

Sable Quest (sometimes hereinafter called "Developer") being the owner of that certain tract of land, North Pointe Trails (sometimes hereinafter called the "Addition") in Brazoria County, Texas, described in the attached Exhibit "A", does hereby declare that all the lots shown thereon are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth, and which run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors and assigns.

DECLARATION

The provisions hereof are hereby made a part of each contract and deed in respect of any lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

TERM

All of the restrictions, conditions, and covenants set forth herein (sometimes referred to as "Restrictions") shall affect each and all of the lots and tracts in the Addition and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of ten (10) years each; unless within sixty (60) days of the expiration date of any such period, the then record owners of a majority of the lots covered hereby shall

vote to modify or discontinue the provisions hereof.

### ENFORCEMENT

If any owner of any of the Addition or any person shall violate or breach any of the Restrictions, any other owner or owners of any part of the Addition shall have the right to prosecute any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the further right to use any other lawful means to prevent any such violations or breach.

### AMENDMENT/VARIANCE/WAIVER

No delay or omission on the part of the Developer, or its successors or assigns in interest, or of any owner or owners, in exercising any right, power, or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

### MORTGAGE VALIDITY

Violation of any part of this Declaration shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

### HOME OWNERS ASSOCIATION

All home owners will pay a monthly fee of twenty dollars (\$ 20.00) for all necessary and required maintenance of Detention Area, Reserves, common areas, as well as common fencing and entrance markers. Residual funds may be used for additional expenses that a majority of the members of the North Pointe Trails Home Owners Association agree upon.

## ELECTRICITY AND MAINTENANCE FOR DETENTION PUMPS

The North Pointe Trails Home Owners Association is required to have uninterrupted power service, regular maintenance, and repairs when necessary to the pump station on Barrell Road that services the detention facility for the North Pointe Trails subdivision. The responsibility and cost of the electricity, maintenance and repairs shall be the shared responsibility of every home owner in the North Pointe Trails subdivision. If the power service is interrupted or if the pumps or pump station are in need of repair, a state, county, or drainage district may place liens on every home in the North Pointe Trails subdivision.

## HOME OWNERS ASSOCIATION ELECTION OF OFFICERS

Elections for officers; President, Vice President, Secretary, and Treasurer will be held once per year on the 15<sup>th</sup> of January of each year. No two officers shall live in the same household. There are no term limits for officers. Each household in the subdivision, North Pointe Trails, will be allocated one vote. The Developer will have fifteen (15) votes for each lot still in it's possession, and may at it's sole discretion, assign the same privilege to the builder if the Developer so chooses.

## INVALIDATION

Invalidation of any one of these Restrictions by judgment or court or court order shall in no way effect any of the provisions, which shall remain in full force and effect.

## RESTRICTIONS

### Residential Use:

All of said property shall be occupied and used for single family residential purposes only.

### Plans and Specifications:

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by Developer or its authorized representatives.

In the event the Developer or its authorized representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its authorized representatives shall be entitled to any compensation for services performed to this covenant. The powers and duties of the Developer and its authorized representatives shall cease, when all of the lots are sold to the home builder(s), or on December 31, 2008; which ever occurs later. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Developer.

Building Size:

Each residence on each lot shall contain not less than twelve hundred (1200) square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls.

Building Materials:

No dwelling shall be erected on a lot of material other than brick, stone, brick-veneer, or other masonry material (including Hardi-plank, Hardi-board, or other similar cementitious materials) unless the above named materials constitute at least twenty-five ( 25% ) of the outside wall areas below the first floor plate line, excluding window and door areas, below gables or roof areas.

Outbuildings:

No trailer, mobile home, modular home, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a dwelling. No permanent or temporary building, shed or structure of any kind made from any material; may be placed on any lot, can be within six feet (6') of the home. Home owners in noncompliance are in violation of fire codes set by the City of Alvin and responsible for any fine imposed by the City of Alvin. North Pointe Trails Home Owners Association is compelled to report any such violations to the City of Alvin. Additionally, violators will be fined one

hundred dollars (\$100.00) per day for noncompliance. Fines will be paid to the North Pointe Trails Home Owners Association.

Swimming Pools:

Above ground swimming pools are strictly prohibited in North Pointe Trails Subdivision. Violators will be fined one hundred dollars (\$100.00) per day for noncompliance. Fines will be paid to the North Pointe Trails Home Owners Association.

Exceptions:

The developer may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots within the Addition. If permission is granted, the temporary buildings or structures shall be removed within thirty (30) days after written notice from the Developer to remove the buildings or structures.

Fences, Boundary Plantings:

No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the house on said lot and no fence, wall or hedge shall be placed on any portion of the site with a greater height than eight feet (8'). Should a hedge, shrub, tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

Fence Stain

Fences are not required to be stained. However, if any fence is stained, the only approved stain is BEHR, natural cedar, # 501. It can be bought at any Home Depot. The purpose is to create a consistent appearance throughout North Pointe Trails subdivision.

Landscaping, Grounds Maintenance:

No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

Animals:

No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his property, and no person owning any lot or lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship for the private family, it being the purpose and intention hereof to restrict the use of said property so that no persons shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, in addition to any other animals deemed by the North Pointe Trails Home Owners Association that may interfere with the quietude, health or safety of the community.

Vehicles:

No trailer, camper, boat or inoperable automobile shall be left on the street or within the front yard. Vehicles parked on the street for more than 48 hours may be deemed abandoned and reported to the Alvin Police department as such.

Antennas/Aerials:

No radio, television or other aerial shall appear on the roof of any building and no such aerial shall be maintained on any lot not containing a dwelling.

Signs:

No sign of any kind shall be displayed to the public view on any lot except:

(a) One sign of not more than five (5) square feet, advertising the property for sale or rent;

(b) Signs used by a Builder to advertise the property during the construction and sales period;

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project.

Political and advertising signs are prohibited in North Pointe Trails.

Offensive Activity;

No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

DEVELOPER'S RIGHTS

Developer's interpretation of the meaning and application of the provision hereof shall be final and binding on all interested parties at any time in question.

Developer may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

EXECUTED this the 13 day of December, 20006

By: [Signature]

12-13-06

By: \_\_\_\_\_

State of Texas

County of Harris

Sworn and subscribed to before me this 13 day of December 2006

*Terril Moore*  
Signature of Notary Public



Name: *Terril Moore*  
My Commission expires: *July 16, 2007*

Doc# 2006073890  
# Pages 8  
12/28/2006 3:18PM  
Official Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees \$44.00

*Joyce Hudman*



**From:** Michael.Rau@phly.com<Michael.Rau@phly.com>

**To:** ccis@ciramail.com

**Sent:** 11/18/2024 03:03 PM

**Subject:** Confirmation of Coverage\_ North Pointe Trails\_ Path ID: 17687867\_PHPK2606969-006

**Property:** Not Selected

**Community:** North Pointe Trails

**Domain-Category:** Not Selected

## Confirmation of Coverage



A Member of the Tokio Marine Group

Dear Kathleen,  
Thank you for your business! Outlined below is your Confirmation of Coverage for:  
**North Pointe Trails**

|  |  |
|--|--|
| <b>Policy Number:</b>  | PHPK2606969-006  |
| Issuing Company:   | Philadelphia Indemnity Insurance Company                                 |
| Policy Holder:   | North Pointe Trails<br>c/o RealManage PO Box 803555<br>Dallas, TX 75380, |
| Product:   | PU - Homeowner Assn. Pkg   |
| Effective Date:  | 11/14/2024   |
| Expiration Date:   | 11/14/2025   |
| Billing Type:  | Direct Bill  |
| Premium:   | \$4,460.00   |
| <b>Total Premium includes all applicable taxes, surcharges and fees. Detailed breakdowns of these amounts are available on the proposal, policy and invoice documents.</b> |  |
| Account Number:  | 82953953   |
| Payment Plan:  | FIXED ANNUAL   |
| Commission Rate:   | 13.50%   |

**Your contacts for this policy are as follows:**

|                           |   |
|---------------------------|---|
| Account Associate:        | Michael Rau<br>913-242-3145<br><a href="mailto:Michael.Rau@phly.com">Michael.Rau@phly.com</a>             |
| Marketing Representative: | Lisa Archibeque<br>214-429-3631<br><a href="mailto:Lisa.Archibeque@phly.com">Lisa.Archibeque@phly.com</a> |
| Underwriter:              | Michael Rau<br>913-242-3145<br><a href="mailto:Michael.Rau@phly.com">Michael.Rau@phly.com</a>             |
| Lock Box:                 | Philadelphia Insurance Companies<br>PO Box 70251<br>Philadelphia, PA 19176-0251                           |

**Binding condition disclaimer:**

**Please note that coverage is bound subject to satisfactory completion of all binding conditions (if any) listed on the proposal. If any changes are made at binding, the shown premium is subject to change.**

- SIGNED PHILADELPHIA INSURANCE COMPANY SUPPLEMENTAL APPLICATION
- Signed/Updated Statement of Values.
- Confirm acreage of the 2 ponds.

For your convenience please note the important links and contact information below:

[Risk Management Services Website](#)

[Claims Center Website](#) or 1 (800) 765-9749

Billing/Customer Service 1 (877) GET PHL Y or 1 (877) 438-7459

**This is not an invoice**

If you wish to pay your premium prior to the new or renewal effective date, please call the contact center at 877-438-7459 and press option 6 to speak to a live representative. The contact center hours of operation are Monday - Friday 8:30am ET to 8:00pm ET. Please note system generated invoices are not created until the policy effective date and the policy has been issued.

See attached example. Please let me know if any further information is needed. Thank you.

**From:** Michael.Rau@phly.com<Michael.Rau@phly.com>

**To:** ccis@ciramail.com

**Sent:** 11/18/2024 03:03 PM

**Subject:** Confirmation of Coverage\_ North Pointe Trails\_ Path ID: 17687496\_PHUB883056-006

**Property:** Not Selected

**Community:** North Pointe Trails

**Domain-Category:** Not Selected

## Confirmation of Coverage



A Member of the Tokio Marine Group

Dear Kathleen,  
Thank you for your business! Outlined below is your Confirmation of Coverage for:  
**North Pointe Trails**

|  |  |
|--|--|
| <b>Policy Number:</b>  | PHUB883056-006   |
| Issuing Company:   | Philadelphia Indemnity Insurance Company                                 |
| Policy Holder:   | North Pointe Trails<br>c/o RealManage PO Box 803555<br>Dallas, TX 75380, |
| Product:   | DU - Homeowners Assoc. Umbrella  |
| Effective Date:  | 11/14/2024   |
| Expiration Date:   | 11/14/2025   |
| Billing Type:  | Direct Bill  |
| Premium:   | \$500.00   |
| <b>Total Premium includes all applicable taxes, surcharges and fees. Detailed breakdowns of these amounts are available on the proposal, policy and invoice documents.</b> |  |
| Account Number:  | 82953953   |
| Payment Plan:  | FIXED ANNUAL   |
| Commission Rate:   | 12.00%   |

**Your contacts for this policy are as follows:**

|                           |   |
|---------------------------|---|
| Account Associate:        | Michael Rau<br>913-242-3145<br><a href="mailto:Michael.Rau@phly.com">Michael.Rau@phly.com</a>             |
| Marketing Representative: | Lisa Archibeque<br>214-429-3631<br><a href="mailto:Lisa.Archibeque@phly.com">Lisa.Archibeque@phly.com</a> |
| Underwriter:              | Michael Rau<br>913-242-3145<br><a href="mailto:Michael.Rau@phly.com">Michael.Rau@phly.com</a>             |
| Lock Box:                 | Philadelphia Insurance Companies<br>PO Box 70251<br>Philadelphia, PA 19176-0251                           |

**Binding condition disclaimer:**

**Please note that coverage is bound subject to satisfactory completion of all binding conditions (if any) listed on the proposal. If any changes are made at binding, the shown premium is subject to change.**

- D&O policy declarations page

For your convenience please note the important links and contact information below:

[Risk Management Services Website](#)  
[Claims Center Website](#) or 1 (800) 765-9749  
Billing/Customer Service 1 (877) GET PHLI or 1 (877) 438-7459

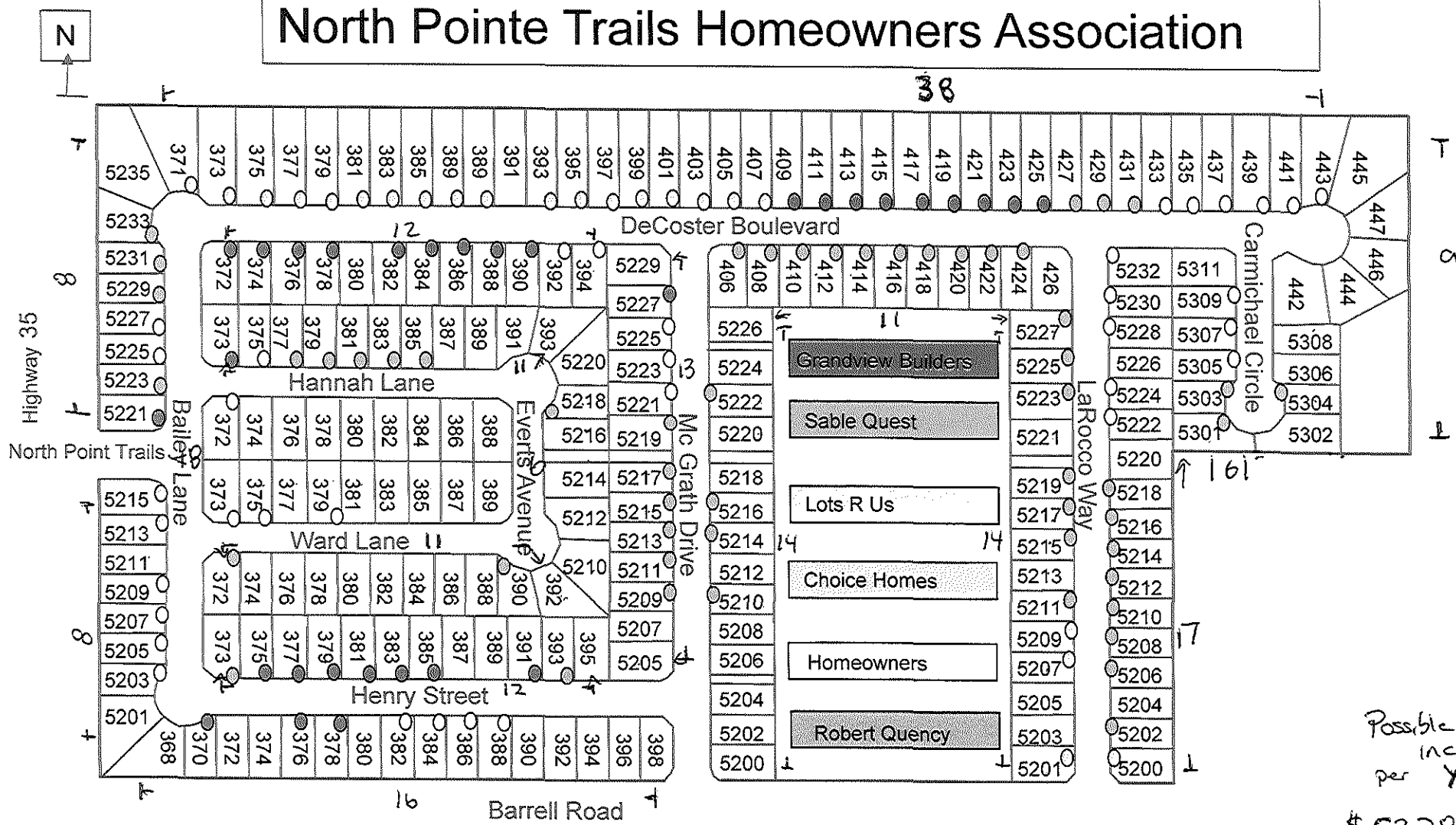
**This is not an invoice**

If you wish to pay your premium prior to the new or renewal effective date, please call the contact center at 877-438-7459 and press option 6 to speak to a live representative. The contact center hours of operation are Monday - Friday 8:30am ET to 8:00pm ET. Please note system generated invoices are not created until the policy effective date and the policy has been issued.

See attached example. Please let me know if any further information is needed. Thank you.

Please consider the environment before printing this email. \*\*\*\*\* Internet Email Confidentiality \*\*\*\*\* The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on

# North Pointe Trails Homeowners Association



# of Homes  
224

Possible income per YR  
\$53,280  
 =  
 222 Homes  
 2 spots for playground

**ADDITIONAL DEDICATORY INSTRUMENT**

**for**

**NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

BEFORE ME, the undersigned authority, on this day personally appeared **Cindy Pickett**, who, being by me first duly sworn, states on oath the following:

My name is **Cindy Pickett**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Secretary of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

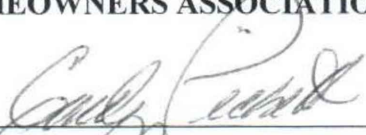
- 1. POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION**
- 2. POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES**

**OF**

**NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**

DATED this 27<sup>th</sup> day of **December, 2011**.

**NORTH POINTE TRAILS  
HOMEOWNERS ASSOCIATION, INC.**

BY:   
Cindy Pickett, Secretary  
(Printed Name)

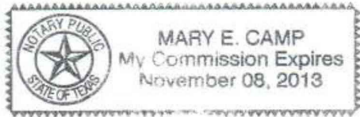


THE STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

THIS INSTRUMENT was **acknowledged** before me on this the 27<sup>th</sup> day of **December, 2011** by the said **Cindy Pickett, Secretary of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.,** a Texas non-profit corporation, on behalf of said corporation.



*Mary E. Camp*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After Recording Return To:  
Daughtry & Jordan, P.C.  
17044 El Camino Real  
Houston, Texas 77058  
ATTN: MRM



**SECRETARY'S CERTIFICATE OF ADOPTION OF  
RESOLUTION BY BOARD OF DIRECTORS**

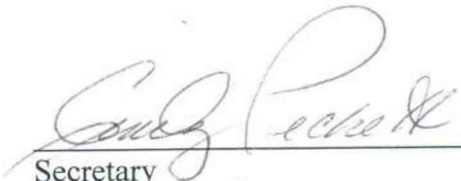

I, **Cindy Pickett**, the Secretary of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of documents duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said documents are attached and incorporated herein.

The attached documents are in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

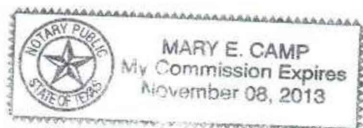
Dated: **December 27, 2011.**

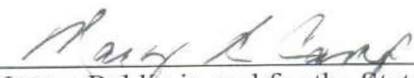
  
\_\_\_\_\_  
Secretary  
  
\_\_\_\_\_  
Printed Name

State of Texas                                   §  
   §  
County of Tarrant                           §

Before me the undersigned authority, personally appeared **Cindy Pickett** known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instruments were executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the **27<sup>th</sup>** day of **December, 2011.**



  
\_\_\_\_\_  
Notary Public in and for the State of Texas





**NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**

**POLICY REGARDING RECORDS RETENTION,  
INSPECTION & PRODUCTION**

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

**WHEREAS**, NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC. (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

**WHEREAS**, Section 209.005(i) of the Texas Property Code requires property owners associations to adopt a records production and copying policy and record it as a dedicatory instrument; and

**WHEREAS**, Section 209.005(m) requires property owners associations to adopt and comply with a document retention policy;

**NOW THEREFORE, BE IT RESOLVED THAT:**

The following **POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION** is hereby adopted:

**RECORDS RETENTION:**

1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
6. Tax returns and audit records shall be retained for seven (7) years.
7. Ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes were taken, or for votes taken by written consent, for one (1) year after the election or vote results were announced.
8. Account records of former owners may be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.
9. Decisions of the Architectural Control Committee (ACC) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.



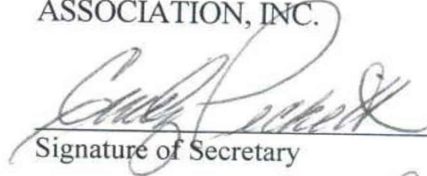
## RECORDS INSPECTION & PRODUCTION:

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), or information relating to an employee or contractor of the Association, including personnel files.
5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
  - Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
  - Electronic Media: \$1.00 for each CD; \$3.00 for each DVD
  - Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
  - Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
  - Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.



Approved and adopted this 27<sup>th</sup> day of **December, 2011**, by the Board of Directors of NORTH  
POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

NORTH POINTE TRAILS HOMEOWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Signature of Secretary

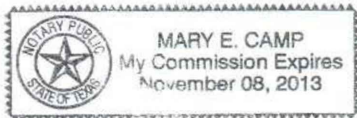
Print Name: Cindy Pickett


THE STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

THIS INSTRUMENT was **acknowledged** before me on this the 27<sup>th</sup> day of **December, 2011**, by **Cindy Pickett, Secretary** of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



# NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

## POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES

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

**WHEREAS**, NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the "Declarations");

**WHEREAS**, Section 209.0062(b) of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties;

**WHEREAS**, Section 209.0062(a) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located; and

**WHEREAS**, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

### **NOW THEREFORE, BE IT RESOLVED THAT:**

The following **POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES** is hereby adopted:

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding 24 month period. If a default has occurred in the previous 24-month period, then the Board of Directors shall use its discretion as whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months, nor longer than eighteen (18) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging






additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

Approved and adopted this 27<sup>th</sup> day of **December, 2011**, by the Board of Directors of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

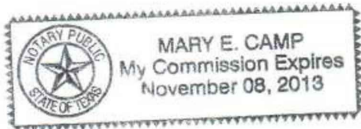
NORTH POINTE TRAILS HOMEOWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Signature of Secretary

Print Name: Cindy Pickett

THE STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT       §

THIS INSTRUMENT was **acknowledged** before me on this the 27<sup>th</sup> day of **December, 2011**, by **Cindy Pickett**, **Secretary** of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



# North Pointe Trails Homeowners Association, Inc.

## Detailed Balance Sheet

(Amounts rounded to nearest dollar)

|  | (1) Operating Fund    | (2) Replacement Fund | All Funds             |
|--|-----------------------|----------------------|-----------------------|
|  | As of                 | As of                | As of                 |
|  | 12/31/2025            | 12/31/2025           | 12/31/2025            |
|  | <u>Actual</u>         | <u>Actual</u>        | <u>Actual</u>         |
| <b>ASSETS</b>                              |                       |                      |                       |
| Current Assets                             |                       |                      |                       |
| Cash - Operating Fund                      | 21,231                | 0                    | 21,231                |
| Cash - Operating Petty Cash                | 2,500                 | 0                    | 2,500                 |
| Cash - Replacement Fund                    | 0                     | 10,956               | 10,956                |
| Accounts Receivable                        | 77,032                | 0                    | 77,032                |
| Total Current Assets                       | <u>100,762</u>        | <u>10,956</u>        | <u>111,718</u>        |
| <b>TOTAL ASSETS</b>                        | <b><u>100,762</u></b> | <b><u>10,956</u></b> | <b><u>111,718</u></b> |
| <b>LIABILITIES AND FUND BALANCES</b>       |                       |                      |                       |
| LIABILITIES                                |                       |                      |                       |
| Current Liabilities                        |                       |                      |                       |
| Accounts Payable                           | 840                   | 0                    | 840                   |
| Prepaid Assessments                        | 12,737                | 0                    | 12,737                |
| Total Current Liabilities                  | <u>13,578</u>         | <u>0</u>             | <u>13,578</u>         |
| TOTAL LIABILITIES                          | <u>13,578</u>         | <u>0</u>             | <u>13,578</u>         |
| FUND BALANCES                              |                       |                      |                       |
| Prior Years Surplus (Deficit)              | 83,423                | 12,118               | 95,541                |
| YTD Net Surplus (Deficit)                  | 3,762                 | (1,163)              | 2,599                 |
| TOTAL FUND BALANCES                        | <u>87,185</u>         | <u>10,956</u>        | <u>98,140</u>         |
| <b>TOTAL LIABILITIES AND FUND BALANCES</b> | <b><u>100,762</u></b> | <b><u>10,956</u></b> | <b><u>111,718</u></b> |

# North Pointe Trails Homeowners Association, Inc.

## Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

### Operating Fund

(Amounts rounded to nearest dollar)

|   | Month Ending<br>12/31/2025 |           |             |        | YTD<br>12/31/2025 |           |             |        | Budget    |              |        |
|---|----------------------------|-----------|-------------|--------|-------------------|-----------|-------------|--------|-----------|--------------|--------|
|   | \$ Actual                  | \$ Budget | \$ Variance | Var %  | \$ Actual         | \$ Budget | \$ Variance | Var %  | \$ Annual | \$ Remaining | Rem %  |
| <b>Revenues</b>                                       |                            |           |             |        |                   |           |             |        |           |              |        |
| <b>Assessments</b>                                    |                            |           |             |        |                   |           |             |        |           |              |        |
| <b>Regular Assessments</b>                            |                            |           |             |        |                   |           |             |        |           |              |        |
| Full Rate   | 7,079                      | 7,047     | 32          | 0%     | 84,942            | 84,564    | 378         | 0%     | 84,564    | (378)        | 0%     |
| <b>TOTAL Regular Assessments</b>                      | 7,079                      | 7,047     | 32          | 0%     | 84,942            | 84,564    | 378         | 0%     | 84,564    | (378)        | 0%     |
| <b>Commercial Assessments</b>                         |                            |           |             |        |                   |           |             |        |           |              |        |
| Commercial Assessments                                | 0                          | 37        | (37)        | (100%) | 0                 | 378       | (378)       | (100%) | 378       | 378          | 100%   |
| Master Commercial Assessments                         | 0                          | 37        | (37)        | (100%) | 0                 | 378       | (378)       | (100%) | 378       | 378          | 100%   |
| <b>TOTAL Commercial Assessments</b>                   | 0                          | 74        | (74)        | (100%) | 0                 | 756       | (756)       | (100%) | 756       | 756          | 100%   |
| <b>Assessment Allocation</b>                          |                            |           |             |        |                   |           |             |        |           |              |        |
| Assessment Allocation                                 | (837)                      | (837)     | 0           | 0%     | (10,000)          | (10,000)  | 0           | 0%     | (10,000)  | 0            | 0%     |
| <b>TOTAL Assessment Allocation</b>                    | (837)                      | (837)     | 0           | 0%     | (10,000)          | (10,000)  | 0           | 0%     | (10,000)  | 0            | 0%     |
| <b>TOTAL Assessments</b>                              | 6,242                      | 6,284     | (43)        | (1%)   | 74,942            | 75,320    | (378)       | (1%)   | 75,320    | 378          | 1%     |
| <b>Other Income</b>                                   |                            |           |             |        |                   |           |             |        |           |              |        |
| Late Payment Charges                                  | 500                        | 1,000     | (500)       | (50%)  | 7,600             | 12,000    | (4,400)     | (37%)  | 12,000    | 4,400        | 37%    |
| Legal Reimbursements                                  | 0                          | 100       | (100)       | (100%) | 0                 | 1,200     | (1,200)     | (100%) | 1,200     | 1,200        | 100%   |
| Lien Filing   | 0                          | 1,050     | (1,050)     | (100%) | 3,501             | 12,600    | (9,099)     | (72%)  | 12,600    | 9,099        | 72%    |
| Late Payment Charges Waived                           | 0                          | (15)      | 15          | (100%) | (180)             | (150)     | (30)        | 20%    | (150)     | 30           | (20%)  |
| Returned Check Fees                                   | 105                        | 25        | 80          | 320%   | 1,190             | 300       | 890         | 297%   | 300       | (890)        | (297%) |
| Finance Fees  | 231                        | 200       | 31          | 15%    | 2,535             | 2,400     | 135         | 6%     | 2,400     | (135)        | (6%)   |
| <b>TOTAL Other Income</b>                             | 836                        | 2,360     | (1,524)     | (65%)  | 14,646            | 28,350    | (13,704)    | (48%)  | 28,350    | 13,704       | 48%    |
| <b>TOTAL Revenues</b>                                 | 7,077                      | 8,644     | (1,567)     | (18%)  | 89,588            | 103,670   | (14,082)    | (14%)  | 103,670   | 14,082       | 14%    |
| <b>Expenses</b>                                       |                            |           |             |        |                   |           |             |        |           |              |        |
| <b>Operating Expenses</b>                             |                            |           |             |        |                   |           |             |        |           |              |        |
| <b>Direct Operating Expenses</b>                      |                            |           |             |        |                   |           |             |        |           |              |        |
| <b>Landscape Maintenance</b>                          |                            |           |             |        |                   |           |             |        |           |              |        |
| Detention Pond Pump Repairs                           | 0                          | 1,299     | 1,299       | 100%   | 0                 | 15,588    | 15,588      | 100%   | 15,588    | 15,588       | 100%   |
| Landscape - Other                                     | 119                        | 150       | 31          | 21%    | 682               | 1,800     | 1,118       | 62%    | 1,800     | 1,118        | 62%    |
| Landscape Contract - Common Area - Nash               | 731                        | 731       | 0           | 0%     | 12,072            | 8,772     | (3,300)     | (38%)  | 8,772     | (3,300)      | (38%)  |
| Landscape Contract - Detention Pond Mowing - Superior | 677                        | 677       | 0           | 0%     | 6,766             | 8,124     | 1,358       | 17%    | 8,124     | 1,358        | 17%    |
| <b>TOTAL Landscape Maintenance</b>                    | 1,526                      | 2,857     | 1,331       | 47%    | 19,519            | 34,283    | 14,764      | 43%    | 34,283    | 14,764       | 43%    |
| <b>Maintenance</b>                                    |                            |           |             |        |                   |           |             |        |           |              |        |
| Contract - Repairs/Maintenance                        | 0                          | 0         | 0           | 0%     | 3,237             | 0         | (3,237)     | (100%) | 0         | (3,237)      | 0%     |

Unaudited

**North Pointe Trails Homeowners Association, Inc.**  
*Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)*

*Operating Fund*

*(Amounts rounded to nearest dollar)*

|  | Month Ending<br>12/31/2025 |                |                |               | YTD<br>12/31/2025 |                 |                 |               | Budget          |                 |               |
|--|----------------------------|----------------|----------------|---------------|-------------------|-----------------|-----------------|---------------|-----------------|-----------------|---------------|
|  | \$ Actual                  | \$ Budget      | \$ Variance    | Var %         | \$ Actual         | \$ Budget       | \$ Variance     | Var %         | \$ Annual       | \$ Remaining    | Rem %         |
| General Repairs/Maintenance                      | 1,908                      | 500            | (1,408)        | (282%)        | 24,188            | 6,000           | (18,188)        | (303%)        | 6,000           | (18,188)        | (303%)        |
| <b>TOTAL Common Area Maintenance</b>             | <b>1,908</b>               | <b>500</b>     | <b>(1,408)</b> | <b>(282%)</b> | <b>27,425</b>     | <b>6,000</b>    | <b>(21,425)</b> | <b>(357%)</b> | <b>6,000</b>    | <b>(21,425)</b> | <b>(357%)</b> |
| <b>Water - Irrigation</b>                        |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| Irrigation                                       | 52                         | 75             | 23             | 30%           | 610               | 900             | 290             | 32%           | 900             | 290             | 32%           |
| <b>TOTAL Water &amp; Sewage</b>                  | <b>52</b>                  | <b>75</b>      | <b>23</b>      | <b>30%</b>    | <b>610</b>        | <b>900</b>      | <b>290</b>      | <b>32%</b>    | <b>900</b>      | <b>290</b>      | <b>32%</b>    |
| <b>Electricity</b>                               |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| Electricity - General                            | 229                        | 625            | 396            | 63%           | 4,177             | 7,500           | 3,323           | 44%           | 7,500           | 3,323           | 44%           |
| <b>TOTAL Electricity</b>                         | <b>229</b>                 | <b>625</b>     | <b>396</b>     | <b>63%</b>    | <b>4,177</b>      | <b>7,500</b>    | <b>3,323</b>    | <b>44%</b>    | <b>7,500</b>    | <b>3,323</b>    | <b>44%</b>    |
| <b>TOTAL Direct Operating Expenses</b>           | <b>3,716</b>               | <b>4,057</b>   | <b>341</b>     | <b>8%</b>     | <b>51,731</b>     | <b>48,683</b>   | <b>(3,048)</b>  | <b>(6%)</b>   | <b>48,683</b>   | <b>(3,048)</b>  | <b>(6%)</b>   |
| <b>General and Administrative Expenses</b>       |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| <b>Professional Fees</b>                         |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| Income Tax Preparation                           | 0                          | 0              | 0              | 0%            | 450               | 456             | 6               | 1%            | 456             | 6               | 1%            |
| Legal  | 0                          | 1,250          | 1,250          | 100%          | 6,973             | 15,000          | 8,027           | 54%           | 15,000          | 8,027           | 54%           |
| <b>TOTAL Professional Fees</b>                   | <b>0</b>                   | <b>1,250</b>   | <b>1,250</b>   | <b>100%</b>   | <b>7,423</b>      | <b>15,456</b>   | <b>8,033</b>    | <b>52%</b>    | <b>15,456</b>   | <b>8,033</b>    | <b>52%</b>    |
| <b>Bad Debts</b>                                 |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| Allowance for BD Adjustment                      | 0                          | (1,883)        | (1,883)        | 100%          | 0                 | (22,596)        | (22,596)        | 100%          | (22,596)        | (22,596)        | 100%          |
| Bad Debt Expense                                 | 3                          | 24             | 21             | 87%           | 79                | 288             | 209             | 73%           | 288             | 209             | 73%           |
| <b>TOTAL Bad Debts</b>                           | <b>3</b>                   | <b>(1,859)</b> | <b>(1,862)</b> | <b>100%</b>   | <b>79</b>         | <b>(22,308)</b> | <b>(22,387)</b> | <b>100%</b>   | <b>(22,308)</b> | <b>(22,387)</b> | <b>100%</b>   |
| <b>Insurance</b>                                 |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| General, Property & Liability                    | 0                          | 496            | 496            | 100%          | 756               | 5,952           | 5,196           | 87%           | 5,952           | 5,196           | 87%           |
| <b>TOTAL Insurance</b>                           | <b>0</b>                   | <b>496</b>     | <b>496</b>     | <b>100%</b>   | <b>756</b>        | <b>5,952</b>    | <b>5,196</b>    | <b>87%</b>    | <b>5,952</b>    | <b>5,196</b>    | <b>87%</b>    |
| <b>Contracted Services</b>                       |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| Management Contract                              | 1,295                      | 1,334          | 39             | 3%            | 15,930            | 16,008          | 78              | 0%            | 16,008          | 78              | 0%            |
| <b>TOTAL Contracted Services</b>                 | <b>1,295</b>               | <b>1,334</b>   | <b>39</b>      | <b>3%</b>     | <b>15,930</b>     | <b>16,008</b>   | <b>78</b>       | <b>0%</b>     | <b>16,008</b>   | <b>78</b>       | <b>0%</b>     |
| <b>Administrative</b>                            |                            |                |                |               |                   |                 |                 |               |                 |                 |               |
| Administration                                   | 270                        | 283            | 13             | 4%            | 3,244             | 3,396           | 152             | 4%            | 3,396           | 152             | 4%            |
| Bank Fees & Coupon Books                         | 0                          | 117            | 117            | 100%          | 1,320             | 1,404           | 84              | 6%            | 1,404           | 84              | 6%            |
| Miscellaneous Administrative                     | 225                        | 175            | (50)           | (29%)         | 5,342             | 2,100           | (3,242)         | (154%)        | 2,100           | (3,242)         | (154%)        |
| <b>TOTAL Administrative Expenses</b>             | <b>496</b>                 | <b>575</b>     | <b>79</b>      | <b>14%</b>    | <b>9,907</b>      | <b>6,900</b>    | <b>(3,007)</b>  | <b>(44%)</b>  | <b>6,900</b>    | <b>(3,007)</b>  | <b>(44%)</b>  |
| <b>TOTAL General and Administrative Expenses</b> | <b>1,794</b>               | <b>1,796</b>   | <b>2</b>       | <b>0%</b>     | <b>34,095</b>     | <b>22,008</b>   | <b>(12,087)</b> | <b>(55%)</b>  | <b>22,008</b>   | <b>(12,087)</b> | <b>(55%)</b>  |
| <b>TOTAL Operating Expenses</b>                  | <b>5,510</b>               | <b>5,853</b>   | <b>343</b>     | <b>6%</b>     | <b>85,826</b>     | <b>70,691</b>   | <b>(15,135)</b> | <b>(21%)</b>  | <b>70,691</b>   | <b>(15,135)</b> | <b>(21%)</b>  |
| <b>TOTAL Expenses</b>                            | <b>5,510</b>               | <b>5,853</b>   | <b>343</b>     | <b>6%</b>     | <b>85,826</b>     | <b>70,691</b>   | <b>(15,135)</b> | <b>(21%)</b>  | <b>70,691</b>   | <b>(15,135)</b> | <b>(21%)</b>  |

Unaudited

**North Pointe Trails Homeowners Association, Inc.**

*Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)*

*Operating Fund*

*(Amounts rounded to nearest dollar)*

|                              | Month Ending<br>12/31/2025 |           |             |       | YTD<br>12/31/2025 |           |             |       | Budget    |              |       |
|------------------------------|----------------------------|-----------|-------------|-------|-------------------|-----------|-------------|-------|-----------|--------------|-------|
|                              | \$ Actual                  | \$ Budget | \$ Variance | Var % | \$ Actual         | \$ Budget | \$ Variance | Var % | \$ Annual | \$ Remaining | Rem % |
| <b>NET SURPLUS (DEFICIT)</b> | 1,567                      | 2,791     | (1,224)     | (44%) | 3,762             | 32,979    | (29,217)    | (89%) | 32,979    | 29,217       | 89%   |

# North Pointe Trails Homeowners Association, Inc.

## Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

### Replacement Fund

(Amounts rounded to nearest dollar)

|  | Month Ending<br>12/31/2025 |           |             |       | YTD<br>12/31/2025 |           |             |        | Budget    |              |       |
|--|----------------------------|-----------|-------------|-------|-------------------|-----------|-------------|--------|-----------|--------------|-------|
|  | \$ Actual                  | \$ Budget | \$ Variance | Var % | \$ Actual         | \$ Budget | \$ Variance | Var %  | \$ Annual | \$ Remaining | Rem % |
| <b>Revenues</b>                        |                            |           |             |       |                   |           |             |        |           |              |       |
| <b>Assessments</b>                     |                            |           |             |       |                   |           |             |        |           |              |       |
| <b>Assessment Allocation</b>           |                            |           |             |       |                   |           |             |        |           |              |       |
| Assessment Allocation                  | 837                        | 837       | 0           | 0%    | 10,000            | 10,000    | 0           | 0%     | 10,000    | 0            | 0%    |
| <b>TOTAL Assessment Allocation</b>     | 837                        | 837       | 0           | 0%    | 10,000            | 10,000    | 0           | 0%     | 10,000    | 0            | 0%    |
| <b>TOTAL Assessments</b>               | 837                        | 837       | 0           | 0%    | 10,000            | 10,000    | 0           | 0%     | 10,000    | 0            | 0%    |
| <b>Other Income</b>                    |                            |           |             |       |                   |           |             |        |           |              |       |
| Interest Income                        | 7                          | 0         | 7           | 100%  | 91                | 0         | 91          | 100%   | 0         | (91)         | 0%    |
| <b>TOTAL Other Income</b>              | 7                          | 0         | 7           | 100%  | 91                | 0         | 91          | 100%   | 0         | (91)         | 0%    |
| <b>TOTAL Revenues</b>                  | 844                        | 837       | 7           | 1%    | 10,091            | 10,000    | 91          | 1%     | 10,000    | (91)         | (1%)  |
| <b>Expenses</b>                        |                            |           |             |       |                   |           |             |        |           |              |       |
| <b>Operating Expenses</b>              |                            |           |             |       |                   |           |             |        |           |              |       |
| <b>Direct Operating Expenses</b>       |                            |           |             |       |                   |           |             |        |           |              |       |
| <b>Maintenance</b>                     |                            |           |             |       |                   |           |             |        |           |              |       |
| General Repairs/Maintenance            | 0                          | 0         | 0           | 0%    | 11,253            | 0         | (11,253)    | (100%) | 0         | (11,253)     | 0%    |
| <b>TOTAL Common Area Maintenance</b>   | 0                          | 0         | 0           | 0%    | 11,253            | 0         | (11,253)    | (100%) | 0         | (11,253)     | 0%    |
| <b>TOTAL Direct Operating Expenses</b> | 0                          | 0         | 0           | 0%    | 11,253            | 0         | (11,253)    | (100%) | 0         | (11,253)     | 0%    |
| <b>TOTAL Operating Expenses</b>        | 0                          | 0         | 0           | 0%    | 11,253            | 0         | (11,253)    | (100%) | 0         | (11,253)     | 0%    |
| <b>TOTAL Expenses</b>                  | 0                          | 0         | 0           | 0%    | 11,253            | 0         | (11,253)    | (100%) | 0         | (11,253)     | 0%    |
| <b>NET SURPLUS (DEFICIT)</b>           | 844                        | 837       | 7           | 1%    | (1,163)           | 10,000    | (11,163)    | (112%) | 10,000    | 11,163       | 112%  |



**NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**  
**Meeting of Annual Meeting of Membership**  
**Thursday, June 15, 2017**  
**6:30 PM – 8:30 PM**

**Alvin Public Library**  
**105 S. Gordon Street**  
**Alvin, Texas**

**Directors in Attendance**

Robert Bruce  
Alexis Valdez

Director Stephen Manrose was not in attendance.

Vanessa Millan and Charmaine Lett were also there representing the managing agent, RealManage.

**Call Meeting to Order**

With a quorum of the members present, the Meeting was called to order by President Robert Bruce at 6:38 PM.

There was a brief introduction of the board members and management. Robert Bruce introduced himself as the President and Alexis Valdez introduced herself as Vice President.

Vanessa Millan introduced herself as the Community Manager and introduced Charmaine Lett as the Assistant Community Association Manager.

**Approval of 2016 Annual Meeting Minutes**

The 2016 Annual Meeting minutes were approved as presented with no corrections. The signed minutes will be uploaded to the portal for record and review purposes.

**Election of Two Directors -2 Vacancies for Two Year Terms**

Vanessa Millan informed the membership there was two vacancies on the board. The floor was opened for floor nominations. David Robertson, Michael Brandenburger and Sherri Petrovic were nominated. There being no other members from the floor interested in the open position, the floor was closed. There was a brief introduction to the membership of each candidate. Vanessa Millan asked for the membership to submit their ballots with their votes on the candidates. Vanessa Millan asked for volunteers from the floor to tally the ballot votes.

David Robertson and Sherri Petrovic were elected for a two year term to expire 6/15/2019.

**Financial Report**

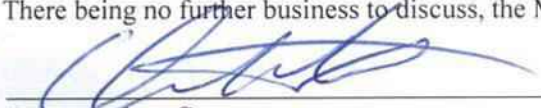
The Board reviewed the current financial status with the membership. The year to date delinquency was reported at \$12,785. The total assets were in the amount of \$19,930.

**President's Report**

Robert Bruce discussed the new landscape contract with Merit Services. He discussed deed restriction enforcement and asked homeowners comply with the governing documents.

**Adjournment**

There being no further business to discuss, the Meeting was adjourned at 7:40 PM.

  
Approved as Correct

  
Date

# NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

## POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES

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

**WHEREAS**, NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the "Declarations");

**WHEREAS**, Section 209.0062(b) of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties;

**WHEREAS**, Section 209.0062(a) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located; and

**WHEREAS**, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

### **NOW THEREFORE, BE IT RESOLVED THAT:**


The following **POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES** is hereby adopted:

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding 24 month period. If a default has occurred in the previous 24-month period, then the Board of Directors shall use its discretion as whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months, nor longer than eighteen (18) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging

additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

Approved and adopted this 27<sup>th</sup> day of **December, 2011**, by the Board of Directors of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

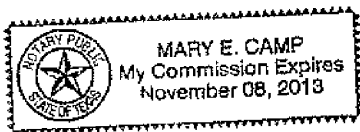
NORTH POINTE TRAILS HOMEOWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Signature of Secretary

Print Name: Cindy Pickett

THE STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT       §

THIS INSTRUMENT was **acknowledged** before me on this the 27<sup>th</sup> day of **December, 2011**, by **Cindy Pickett**, **Secretary** of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**

**POLICY REGARDING RECORDS RETENTION,  
INSPECTION & PRODUCTION**

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

**WHEREAS**, NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the "Declarations");

**WHEREAS**, Section 209.005(i) of the Texas Property Code requires property owners associations to adopt a records production and copying policy and record it as a dedicatory instrument; and

**WHEREAS**, Section 209.005(m) requires property owners associations to adopt and comply with a document retention policy;

**NOW THEREFORE, BE IT RESOLVED THAT:**

The following **POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION** is hereby adopted:

**RECORDS RETENTION:**

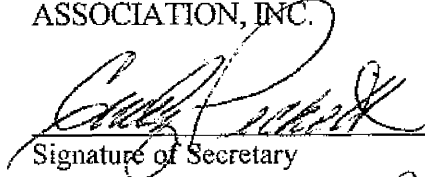
1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
6. Tax returns and audit records shall be retained for seven (7) years.
7. Ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes were taken, or for votes taken by written consent, for one (1) year after the election or vote results were announced.
8. Account records of former owners may be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.
9. Decisions of the Architectural Control Committee (ACC) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.

## RECORDS INSPECTION & PRODUCTION:

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), or information relating to an employee or contractor of the Association, including personnel files.
5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
  - Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
  - Electronic Media: \$1.00 for each CD; \$3.00 for each DVD
  - Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
  - Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
  - Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

Approved and adopted this 27<sup>th</sup> day of December, 2011, by the Board of Directors of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

NORTH POINTE TRAILS HOMEOWNERS  
ASSOCIATION, INC.


  
\_\_\_\_\_  
Signature of Secretary

Print Name: Cindy Pickett

THE STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT       §

THIS INSTRUMENT was acknowledged before me on this the 27<sup>th</sup> day of December, 2011, by Cindy Pickett, Secretary of NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**ADDITIONAL DEDICATORY INSTRUMENT  
for  
NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

BEFORE ME, the undersigned authority, on this day personally appeared Chris J. Archambault who, being by me first duly sworn, states on oath the following:

My name is Chris J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney/Agent for **NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.**. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**RESOLUTION RE: COLLECTION POLICY.**

DATED this 29<sup>th</sup> day of June, 2020.

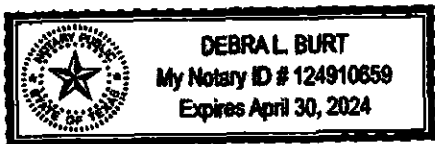
**NORTH POINTE TRAILS  
HOMEOWNERS ASSOCIATION, INC.**

BY:  \_\_\_\_\_

Chris J. Archambault Attorney/Agent  
(Printed Name)

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

THIS INSTRUMENT was **acknowledged** before me on this the 29<sup>th</sup> day of June, 2020 by the said Chris J. Archambault, Attorney/Agent NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



*Debra L Burt*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After Recording Return To:  
Daughtry & Farine, P.C.  
17044 El Camino Real  
Houston, Texas 77058  
ATTN: CJA/dw



## NORTH POINTE TRAILS HOMEOWNERS ASSOCIATION, INC.

**COLLECTION POLICY**

STATE OF TEXAS                   §  
   §  
 COUNTY OF BRAZORIA           §

WHEREAS, the North Pointe Trails Homeowners Association, Inc. (the "Association"), a Texas non-profit corporation, is the governing entity for the North Pointe Trails subdivision, as the same is subject to certain dedications, covenants and restrictions (the "Declaration") is set out in instruments recorded in the Official Public Records of Real Property of Brazoria County, Texas under File No. 2005066454 and 2006073890;

WHEREAS, Section 204.010 of the Texas Property Code authorizes the Association through its Board of Directors to regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision; and

WHEREAS, the Association's Board of Directors desire and deem it in the best interests of the Association to have a policy in place which shall provide notice to the Association's Members of the procedures which shall be followed for the collection of delinquent assessments;

WHEREAS, this Collection Policy is intended to supersede and replace any Policy, Rule or Regulation provision previously adopted or filed, which is contrary to the procedures set forth below;

NOW THEREFORE, in accordance with the foregoing, the Association acting through its Board of Directors, hereby adopts, establishes and imposes the following Collection Policy which shall become effective beginning January 1, 2021:

**COLLECTION POLICY**

**EFFECTIVE DATE:** This Collection Policy shall be effective beginning January 1, 2021.

**Section 1. DELINQUENCIES, LATE CHARGES AND INTEREST**

**Due Date.** An Owner will timely and fully pay any Regular Assessments and Special Assessments by the **due date**. The payment of Regular Assessments shall be due and payable on or before the first (1<sup>st</sup>) day of each month.

**Delinquent.** Any Assessment which is not fully paid when due is delinquent. When an Owner's account becomes delinquent, it remains delinquent until paid in full — until such time as the balance is paid in full, the account will incur collection costs, interest, late fees, and attorney fees.

**Late Fees & Interest.** If the Association does not timely receive full payment of the assessment by its due date, the Association may levy late fees and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the assessment from the due date until paid in full. Payment is considered "received" by the Association on the date that the payment is processed. The "mailbox rule" is not used to determine when a payment is made.

**Liability for Collection Costs.** The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and

attorney's fees incurred by the Association in collecting the delinquency.

Insufficient Funds. The Association may levy a charge of \$50 for any check returned to the Association marked "not sufficient funds" or the equivalent.

## **Section 2. COLLECTION PROCEDURES**

Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

Delinquency Notices. If the Association has not received full payment of an assessment by the due date, the Association shall send a Collection Letter in accordance with Section 209.006 of the Texas Property Code, as the same may be amended from time to time. Should the account remain delinquent, the Board of Directors shall turn the account over to the Association's legal counsel for collections.

Collection by Attorney. If the Owner's account remains delinquent, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees, costs and expenses.

Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.

Notice of Lien. The Association may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

## **Section 3. PAYMENTS**

Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. To the extent this provision conflicts with the Association's Payment Plan Policy, the Payment Plan Policy shall control.

Form of Payment. The Association may at the Board's discretion, require that payment of delinquent Assessments be made only in the form of check, cashier's check, or money order.

Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue

pursuing its remedies for payment in full of all outstanding obligations.

Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

**GENERAL PROVISIONS**

Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.

Amendment of Policy. This policy may be amended from time to time by the Board.

**CERTIFICATION**

"I, the undersigned, being the President of North Pointe Trails Homeowners Association, Inc, hereby certify that the foregoing Policy was adopted by a majority of the Association Board of Directors on the 26<sup>th</sup> day of June, 2020."

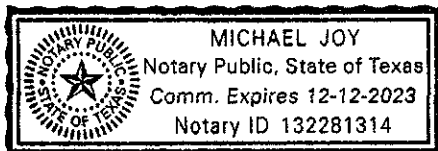
By: Donald R. Guerrero, President  
Print name: DONALD R. GUERRERO

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day, personally appeared Donald R. Guerrero, whose name is subscribed to the foregoing instrument and, being by me first duly sworn, declared and acknowledged to me that the Board of Directors executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of June, 2020.



Michael Joy  
Notary Public, State of Texas

UPON RECORDING  
PLEASE RETURN TO:  
Daughtry & Farine, P.C.  
17044 El Camino Real  
Houston, Texas 77058

# FILED and RECORDED

Instrument Number: 2020034291

Filing and Recording Date: 06/29/2020 04:46:31 PM Pages: 6 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-krystal