

CERTIFICATION

STATE OF TEXAS

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COUNTY OF MONTGOMERY

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

(1) I am an Agent for The Village at High Meadow Community Association, Inc., a Texas non-profit corporation;

(2) Instruments titled: "Standby Electric Generator Guidelines" and "Payment Plan Policy", are attached hereto;

(3) The property affected by the said Instruments is described as, to wit:

The Village of High Meadow, Section One in Cabinet V, Sheet 1;  
The Village of High Meadow, Section Two in Cabinet W, Sheet 77;  
The Village of High Meadow, Section Three in Cabinet X, Sheets 166 & 167;  
The Village of High Meadow, Section Four in Cabinet Z, Sheets 151 & 152;  
The Village of High Meadow, Section Five in Cabinet Z, Sheets 417 & 418;  
The Village of High Meadow, Section Five-A in Cabinet Z, Sheets 646 & 647;  
The Village of High Meadow, Section Six in Cabinet Z, Sheet 926 & 927;  
The Village of High Meadow, Section Six-A; along with any supplements, additions or replats thereof and any additional land annexed into to the jurisdiction of the Association.

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

IN WITNESS WHEREOF, I have subscribed my name on this 8<sup>th</sup> day of December 2015.

By:

Luke P. Tollett  
Luke P. Tollett, Agent for The Village at High Meadow Community Association, Inc.

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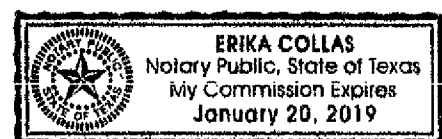
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BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Agent for The Village at High Meadow Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by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

Given under my hand and seal of office this the 8<sup>th</sup> day of December 2015.

Erika Collas  
Notary Public, State of Texas

After recording return to:  
HOLT & YOUNG, P.C.  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024



**Standby Electric Generators Guidelines for the  
The Village at High Meadow Community Association**

STATE OF TEXAS                   §  
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COUNTY OF MONTGOMERY       §

Pursuant to the Bylaws of The Village at High Meadow (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the The Village at High Meadow, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Standby Electric Generators

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.019 prohibits associations from adopting or enforcing certain prohibitions or restrictions on standby electric generators (SEG); and,
2. Pursuant to Section 202.019 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on standby electric generators.

BE IT RESOLVED THAT:

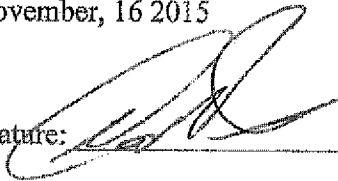
- 1.) In order to comply with Section 202.019 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for standby electric generator devices:
  - a. The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
  - b. The SEG must be installed by a licensed contractor in compliance with all applicable laws, governmental codes, and accepted standards, for all electrical, plumbing and fuel line connections.
  - c. The SEG must be installed and maintained to comply with zoning ordinances and governmental healthy, safety and other codes. If a component of the SEG or the SEG is deteriorated or unsafe then it shall be repaired, replaced or removed as appropriate.
  - d. The Association may restrict the location of the SEG within the guidelines of the law.
  - e. The Association may require the screening of SEG in public view and regulate the size, type, materials and manner of screening for SEG and systems that are visible from the street, another lot, or common area.
  - f. There must be sufficient areas on the owner's property to install the standby electric generator device.

- g. The generator must only be used when utility-generated power is not available or intermittent to the residence for a continuous period of 6 hours or more. Once power has been restored to the residence and has been available for a continuous period of two hours, the generator may no longer be used.

2.) In the event of any conflict between these provisions and any SEG device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Standby Electric Generator policy controls.

EFFECTIVE DATE: November, 16 2015

Authorized Board Member Signature:



Date: 11/16/15

**Payment Plan Policy for the  
The Village at High Meadow Community Association**

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY       §

WHEREAS, The Village at High Meadow (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0062 of the Texas property Code requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "Board") desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following "Payment Plan Policy" (the "Policy"):

1.) Eligibility:

- a. Any owner who has not defaulted under a previous payment plan during the past 12 months from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- b. Any owner who has failed to pay in full or enter into a payment plan as described by Chapter 209.0064(b)(3) is not entitled to a payment plan.
- c. Any owner who has received a payment plan in the previous twelve months may be disqualified from consideration for a payment plan.

2.) Duration & Terms

- a. A Payment Plan shall have a minimum term of not less than 3 months;
- b. Association may use its discretion to determine the maximum term of a payment plan;
- c. Association may require a good faith payment of any amount deemed reasonable prior to commencing a payment plan.
- d. Any Eligible Owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
- e. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish to be consider by the Association;

- f. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Association shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.

3.) Execution

- a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.

4.) Fees and Payment

- a. All payments shall be due by the date specified in the Payment Plan;
- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: November 16, 2015

Authorized Board Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

11/16/2015


E-FILED FOR RECORD  
12/08/2015 3:28PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.

12/08/2015



County Clerk  
Montgomery County, Texas