

Stephen Parrish
County Commissioner Pct. #1



Carl Cannon
County Commissioner Pct. #3

Carl Wiseman
County Commissioner Pct. #2

David Pohorelsky
County Commissioner Pct. #4

CLARK OSBORNE
Madison County Judge
103 West Trinity, Suite 113

**NOTICE OF THE REGULAR MEETING OF THE COMMISSIONERS COURT OF
MADISON COUNTY, TEXAS
TUESDAY, JUNE 24, 2025, AT 9:30 AM
IN THE COUNTY COURTROOM OF THE MADISON COUNTY ANNEX**

1. Invocation and Pledge of Allegiance
2. Call the Meeting to Order

County Clerk – Adrian Lawson

3. Review and/or correct minutes of the commissioners' court regular meeting held on June 10, 2025, commissioners' court budget workshops June 13, 16 and 17.
 - a) Minutes Regular Mtg 06/10/2025
 - Minutes Budget Workshop 06/13/2025
 - Minutes Budget Workshop 06/16/2025
 - Minutes Budget Workshop 06/17/2025

Collections Report

4. Approve Collection Reports for County Clerk and County Criminal Court
5. Approve Collection Reports for District Attorney
6. Approve Collection Reports for District Clerk

Treasurer – Judi Delesandri

7. Approve paying County bills.
8. Approve bills paid since last court day – June 10, 2025
9. Approve Treasurer's report.
10. Approve personnel changes.

Auditor – Susan Pugh

11. Auditor's Report
12. Budget Amendments.

Departmental Reports

13. Historical Commission
14. Designated Representative Monthly Report – Tom McWhorter
15. Tax Assessor/Collector Monthly Report – Karen Lane, Tax A/C
16. Emergency Management Report – Shelly Butts
17. County Extension Agent Monthly Report – Allen Homann

18. Veterans Affairs-Erica Greene
19. Election Administrator – Bobbie Duke
20. Justice of the Peace – Steve Cole/Jon Stevens
21. Sheriff’s Office – Bobby Adams
22. Madison County Library – Veronica Landmann
23. Constable – Charles Turner/Aaron Campbell
24. District Attorney – Courtney Cain
25. County Commissioners Report
26. Judge’s Report – Clark Osborne
27. **Public Comment**
Hear Comments in reference to the following Agenda Items Only - time limit 3 minutes, one person at a time will be called from the Public Participation Forms submitted. Move to the front of the Court and stand at the podium.
28. Presentations
29. Action Items
 - a) Discuss and take action on a Resolution to submit an application for grant consideration to the Secretary of State for reimbursement of poll books.
 - b) Discuss and take action on Elevators of Beaumont Monthly Maintenance Service.
 - c) Discuss and take action on acknowledging the closing of the 30 day comment period and discuss and consider Re-Plat Submittal Application submitted by Shawn and Darla Reynolds for Re-Plat of Lot 3A, Madisonville Farms, property recorded in Volume 1917, Page 92, Number 120800 of the Official Records of Madison County, Texas.
 - d) Discuss and take action on Bedia Creek Soil and Water Conservation District #428 Contract for Services.
30. **Public Comment**
Public Comment - No discussion or action will be taken at this time by the court. 3 minute time limit per speaker. One person at a time will be called from the Public Participation Forms submitted. Move to the front of the Court and stand at the podium. Please address your comments to your commissioner.
31. Adjourn

Certification:

Signed and dated _____, 2025.

CLARK OSBORNE, COUNTY JUDGE

I, the undersigned County Clerk, do hereby certify that the agenda for the above-named Commissioners' Court is a true and correct copy, and that I posted this copy on the ____ day of _____, 2025 at _____ on the bulletin board and all doors of the Madison County Courthouse, in Madisonville, Texas. This notice remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Signed and dated ____ day of _____, 2025

Adrian Lawson, County Clerk



Minutes for the
Madison County Commissioners Court
Tuesday, June 10, 2025

THE STATE OF TEXAS
COUNTY OF MADISON

IN COMMISSIONERS COURT
OF MADISON COUNTY, TEXAS

The Madison County Commissioners Court met in Regular Session on the 10th day of June 2025, 9:30 a.m., at the Madison County Courthouse Annex, County Courtroom, 103 W. Trinity Street, Suite 106, Madisonville, Texas with the following members:

Clark Osborne	County Judge	Present
Stephen Parrish	Commissioner, Precinct 1	Present
Carl Wiseman	Commissioner, Precinct 2	Present
Carl Cannon	Commissioner, Precinct 3	Present
David Pohorelsky	Commissioner, Precinct 4	Present

1. Invocation and Pledges of Allegiance
 - Invocation – Mr. Bennett
 - Pledge of allegiance to the United States and Texas flags – Judge Osborne
2. Call the Meeting to Order
 - Meeting was called to order at 9:32 A.M.

COUNTY CLERK – ADRIAN LAWSON

3. Review and/or correct minutes of the commissioners' court regular meeting held on May 27, 2025.
 - a) Minutes
No corrections needed.

COLLECTION REPORTS

4. Approve Collection Reports for County Clerk and County Criminal Court.
Reports submitted, see attached.
Commissioner Cannon made a motion to approve; Commissioner Wiseman gave a second; Judge Osborne called for a vote to approve the Collection Reports for County Clerk and County Criminal Court, all in favor.
MOTION CARRIED.
5. Approve Collection Reports for District Attorney.
No report submitted.
6. Approve Collection Report for District Clerk.
No report submitted.

Treasurer – Judi Delesandri

7. Approve paying County bills.
Report submitted, see attached.
Commissioner Wiseman made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve paying County bills, all in favor.
MOTION CARRIED.
8. Approve bills paid since last court date – May 27, 2025.
Report submitted, see attached.
Commissioner Cannon made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve bills paid since last court date May 27, 2025, all in favor.
MOTION CARRIED.
9. Approve Treasurer’s Report.
Report submitted, see attached.
Commissioner Cannon made a motion to approve; Commissioner Parrish gave a second; Judge Osborne called for a vote to approve Treasurer’s Report, all in favor.
MOTION CARRIED.
10. Approve personnel changes.
Report submitted, see attached.
Commissioner Wiseman made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve the personnel changes, all in favor.
MOTION CARRIED.

Auditor – Susan Pugh

11. Auditor’s Report
Report submitted, see attached.
12. Budget Amendments.
No report submitted.

Departmental Reports

13. Historical Commission
No report submitted.
14. Designated Representative Monthly Report – Tom McWhorter
Health report submitted. Tom stated for the month of May they processed 11 septic permits for a total of \$2,990.00.
15. Tax Assessor/Collector Monthly Report – Karen Lane, TAC
Report submitted, see attached.
16. Emergency Management Report – Shelly Butts
No report submitted.
17. County Extension Agent Monthly Report-Allen Homann/Ty Jordan
No report submitted.
18. Veterans Affairs - Erica Greene
No report submitted.

19. Elections Administrator-Bobbie Duke
No report submitted.
20. Justice of the Peace – Steve Cole/Jon Stevens
Report submitted, see attached.
21. Sheriff’s Office – Bobby Adams
Report submitted, see attached.
22. Madison County Library – Veronica Landmann
No reports submitted.
23. Constable – Charles Turner/Aaron Campbell
Reports submitted, see attached.
24. District Attorney – Courtney Cain
No report submitted. Courtney Cain spoke about court statistics, and Victim Assistant Coordinator.
25. County Commissioners Report
Pct. 1 – Commissioner Parrish
No report submitted. Commissioner Parrish stated they were cleaning ditches, mowing, and patching chip sealed roads.
Pct. 2 – Commissioner Wiseman
No report submitted. Commissioner Wiseman stated they are blading roads, mowing, boom maxing, and general repair.
Pct. 3 – Commissioner Cannon
No report submitted. Commissioner Cannon stated general road maintenance.
Pct. 4 – Commissioner Pohorelsky
No report submitted. Commissioner Pohorelsky stated road maintenance.
26. Judge’s Report – Clark Osborne
No report submitted. Judge Osborne spoke about the elevator, repairing the County Library and Old Elementary School, security system, law library, and budget workshop schedule.

27. Public Comment

Hear Comments in reference to the following Agenda Items Only – time limit 3 minutes, one person at a time will be called from the Public Participation Forms submitted. Move to the front of the Court and stand at the podium.

- No Public Participation form was submitted to the Clerk of Court.
- Rhonda Savage, Adrian Lawson, and Rosa Martinez received certification of completion for the Cybersecurity Awareness Training.
- Tiffany McClure and Caitlyn Crocker received CJIS Privacy Training certificate of completion for Security and Privacy: Security Role.
- Karen Lane received certification of completion for the Cybersecurity Awareness Training, VG Young School for Tax Assessor-Collectors, and C-101 Introduction to Motor Vehicle Fraud.
- Veronica Hunt received certification of completion for the Cybersecurity Awareness Training, VG Young School for Tax Assessor-Collectors, and C-101 Introduction to Motor Vehicle Fraud.
- Heather Reeves received certification of completion for the Cybersecurity Awareness Training and C-101 Introduction to Motor Vehicle Fraud.

28. Presentations

29. Action Items

- a) Discuss and take action on Accufund Change request to Financial Software to add the combined banks module.

Judi Delesandri provided information to the court, see attached.

Commissioner Cannon made a motion to approve; Commissioner Wiseman gave a second; Judge Osborne called for a vote to approve Accufund change request to Financial Software to add the combined banks module, all in favor.

MOTION CARRIED.

- b) Discuss and take action on Interlocal Agreement Between the BVCOG and Madison County for E9-1-1 Database Maintenance Services

Judge Osborne provided information to the court, see attached.

Commissioner Parrish made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve Interlocal Agreement between the BVCOG and Madison County for E9-1-1 Database Maintenance Services, all in favor.

MOTION CARRIED.

- c) Discuss and take action on Interlocal Agreement Between the BVCOG and Madison County for E9-1-1 Public Safety Answering Point Service (PSAP)

Judge Osborne provided information to the court, see attached.

Commissioner Pohorelsky made a motion to approve; Commissioner Wiseman gave a second; Judge Osborne called for a vote to approve Interlocal Agreement between the BVCOG and Madison County for E9-1-1 Public Safety Answering Point Service (PSAP), all in favor.

MOTION CARRIED.

- d) Discuss and take action on approving the appointment of Matt Carey and Shannon Wells to serve on the Madison County CPS Board.

Judge Osborne provided information to the court.

Commissioner Parrish made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve the appointment of Matt Carey and Shannon Wells to serve on the Madison County CPS Board, all in favor.

MOTION CARRIED.

- e) Discuss and take action on Justice AV Solutions Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement.

Judge Osborne provided information to the court, see attached.

Commissioner Pohorelsky made a motion to approve; Commissioner Wiseman gave a second; Judge Osborne called for a vote to approve Justice AV Solutions Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement, all in favor.

MOTION CARRIED.

30. Public Comment

No discussion or action will be taken at this time by the Court. A three (3) minute limit per speaker. One person at a time will be called from the Public Participation Forms submitted. Move to the front of the Court and stand at the podium. Please address your comments to your commissioner.

- Larry Steele spoke about law library and shoulder easement.
- Dianne Shaw spoke about the re-plat on Derby Lane.

31. Adjourn

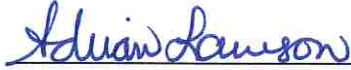
Commissioner Wiseman made a motion to adjourn; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to adjourn, all in favor.

MOTION CARRIED.

Meeting was adjourned Tuesday, June 10, 2025, at 10:03 A.M.

I, Adrian Lawson, Madison County Clerk, do hereby attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for June 10, 2025.

Signed this 18th day of June 2025.



Adrian Lawson, County Clerk
Commissioners' Court
Madison County, Texas





Minutes for the
Madison County Commissioners Court
Friday, June 13, 2025

THE STATE OF TEXAS
COUNTY OF MADISON

IN COMMISSIONERS COURT
OF MADISON COUNTY, TEXAS

The Madison County Commissioners Court met in a Budget Workshop Session the 13th day of June 2025, 1:00 p.m., at the Madison County Courthouse Annex, County Courtroom, 103 W. Trinity Street, Suite 106, Madisonville, Texas with the following members:

Clark Osborne	County Judge	Present
Steve Parrish	Commissioner, Precinct 1	Present
Carl Wiseman	Commissioner, Precinct 2	Present
Carl Cannon	Commissioner, Precinct 3	Present
David Pohorelsky	Commissioner, Precinct 4	Present

1. OPEN COURT WITH PRAYER AND PLEDGES

- Prayer – Judge Osborne
- Pledge of allegiance to the United States and Texas flags – Judge Osborne
- Called to order 1:21 P.M.

2. REVIEW AND DISCUSS DEPARTMENTAL BUDGET REQUESTS FOR FY2026.

Discussions were held on the following department requests, merit increases and cost of living for FY2026.

- Overview of requested department budgets.
- County Judge (Veterans, Non-Dept., Intra County, Historical Comm, Law Library, Crt Tech, Hotel/Motel, Cap Projects, Indigent)
- County Commissioners Pct. 1, 2, 3, and 4 (Commissioner Parrish, Wiseman, Cannon, and Pohorelsky)
- Review of 12th/278th, adult Probation, DPS, SB22, GLO, and any remaining ARPA.

3. ADJOURN

Commissioner Wiseman made a motion to adjourn; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to adjourn, all in favor.

MOTION CARRIED.

Meeting was adjourned Friday, June 13, 2025, at 4:31 P.M.

I, Adrian Lawson, Madison County Clerk, do hereby attest that the foregoing is a true and accurate accounting of the Commissioners Court’s budget workshop proceedings for June 13, 2025.

Signed this 18th day of June 2025.

Adrian Lawson, County Clerk
Commissioners Court
Madison County, Texas





Minutes for the
Madison County Commissioners Court
Monday, June 16, 2025

THE STATE OF TEXAS
COUNTY OF MADISON

IN COMMISSIONERS COURT
OF MADISON COUNTY, TEXAS

The Madison County Commissioners Court met in a Budget Workshop Session the 16th day of June 2025, 1:00 p.m., at the Madison County Courthouse Annex, County Courtroom, 103 W. Trinity Street, Suite 106, Madisonville, Texas with the following members:

Clark Osborne	County Judge	Present
Steve Parrish	Commissioner, Precinct 1	Present
Carl Wiseman	Commissioner, Precinct 2	Present
Carl Cannon	Commissioner, Precinct 3	Present
David Pohorelsky	Commissioner, Precinct 4	Present

1. OPEN COURT WITH PRAYER AND PLEDGES

- Prayer – Commissioner Cannon
- Pledge of allegiance to the United States and Texas flags – Judge Osborne
- Called to order 1:09 P.M.

2. REVIEW AND DISCUSS DEPARTMENTAL BUDGET REQUESTS FOR FY2026.

Discussions were held on the following department requests, merit increases, and cost of living for FY2026 budget.

- JP 1 & 2 (Judges Stevens and Cole)
- Juvenile Probation – Sara Naciencino
- Library/Library Memorial – Veronica Landmann
- Meals on Wheels – Lara Meece
- Emergency Management/911 – Shelly Butts
- Auditor – Susan Pugh
- District Clerk/Rec. Mgt. – Rhonda Savage
- Constable Pct. 2 – Charles Turner

3. ADJOURN

Judge Osborne made a motion to adjourn; Commissioner Cannon gave a second; Judge Osborne called for a vote to adjourn, all in favor.

MOTION CARRIED.

Meeting was adjourned Monday, June 16, 2025, at 4:02 P.M.

I, Adrian Lawson, Madison County Clerk, do hereby attest that the foregoing is a true and accurate accounting of the Commissioners Court’s budget workshop proceedings for June 16, 2025.

Signed this 18th day of June 2025.

Adrian Lawson, County Clerk
Commissioners Court
Madison County, Texas





Minutes for the
Madison County Commissioners Court
Tuesday, June 17, 2025

THE STATE OF TEXAS
COUNTY OF MADISON

IN COMMISSIONERS COURT
OF MADISON COUNTY, TEXAS

The Madison County Commissioners Court met in a Budget Workshop Session the 17th day of June 2025, 1:00 p.m., at the Madison County Courthouse Annex, County Courtroom, 103 W. Trinity Street, Suite 106, Madisonville, Texas with the following members:

Clark Osborne	County Judge	Present
Steve Parrish	Commissioner, Precinct 1	Present
Carl Wiseman	Commissioner, Precinct 2	Present
Carl Cannon	Commissioner, Precinct 3	Present
David Pohorelsky	Commissioner, Precinct 4	Present

1. OPEN COURT WITH PRAYER AND PLEDGES

- Prayer – Commissioner Parrish
- Pledge of allegiance to the United States and Texas flags – Judge Osborne
- Called to order 1:04 P.M.

2. REVIEW AND DISCUSS DEPARTMENTAL BUDGET REQUESTS FOR FY2026.

Discussions were held on the following department requests, merit increases, and cost of living for FY2026 budget.

- Elections – Bobbie Duke
- County Extension Office – Allen Homann
- Treasurer – Judi Delesandri
- District Attorney’s Office – Courtney Cain
- Buildings and Grounds/Designated Rep – Tom McWhorter
- County Clerk – Adrian Lawson

3. ADJOURN

Commissioner Wiseman made a motion to adjourn; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to adjourn, all in favor.

MOTION CARRIED.

Meeting was adjourned Tuesday, June 17, 2025, at 4:59 P.M.

I, Adrian Lawson, Madison County Clerk, do hereby attest that the foregoing is a true and accurate accounting of the Commissioners Court’s budget workshop proceedings for June 17, 2025.

Signed this 18th day of June 2025.

Adrian Lawson, County Clerk
Commissioners Court
Madison County, Texas



RESOLUTION

WHEREAS, the Madison County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Madison County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

WHEREAS, the Madison County Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of reimbursement requests and any other required reports.

WHEREAS, the Madison County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

WHEREAS, the Madison County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

WHEREAS, the Madison County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, the Madison County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

NOW THEREFORE, BE IT RESOLVED that Madison County Commissioners Court approves submission of the grant application for the to the Office of the Secretary of State.

PASSED AND APPROVED by Madison County Commissioners Court in Madisonville, Texas, on this, the 24th day of June, 2025.

CLARK OSBORNE– County Judge

Steve Parrish – Commissioner Pct. 1

Carl Wiseman– Commissioner Pct. 2

Carl Cannon – Commissioner Pct. 3

David Pohorelsky – Commissioner Pct. 4

Elevators of Beaumont



BRETT@ELEVATORSOFBEAUMONT.COM

409-937-2523

(OS) MAINTENANCE SERVICE CONTRACT
FOR
VERTICAL TRANSPORTATION EQUIPMENT (ELEVATORS)
MONTHLY

Date: April 4, 2025

Equipment Location

Madison County
103 W. Trinity STE 113
Madisonville, TX 77864

Court House
103 W. Trinity STE 113
Madisonville, TX 77864

Elevator of Beaumont (herein Contractor) proposes to provide Monthly Maintenance Service as specified herein for the following described equipment located at above location.

QUANTITY	MAKE	TYPE	OPERATION	STOPS	NOTES
1	Alpha	Passenger	Hydraulic	2	\$275.00Ea

Contractor agrees to maintain **Madison County** (herein Purchaser's) (collectively the "Parties") vertical transportation equipment as described in this agreement. Contractor provides a comprehensive "Pro-Active" Maintenance program that maximizes the performance, safety and life span of the vertical transportation equipment.

This maintenance service consists of an examination of the elevator(s), including oiling and cleaning the machine, motor, and controller, greasing or oiling bearings and guides, and making necessary minor adjustments.

Contractor will use trained men, employed and supervised by Contractor and will use all reasonable care exercised by competent vertical transportation equipment technicians in performance of the work specified herein. Contractor will schedule monthly visits as deemed necessary for the performance of the work specified herein below. This agreement is applicable only to the units listed above.

1.0 TERM OF AGREEMENT:

Service shall commence on April, 2025 (the "Commencement Date") and shall continue on a 12 month contract, auto renewing every January 1st until canceled. The agreement price shall increase up to 3% annually to meet I.U.E.C. Wages. Termination of this agreement can be achieved 1) with a 30-day written notice at the end of the 12 month term OR 2) is terminable immediately by Contractor in the event Contractor becomes aware of intentional unsafe misuse of the vertical transportation equipment made the subject of this Agreement contrary to Contractor's directions and warnings.

2.0 MONTHLY AGREEMENT FEE:

2.1 In exchange for performance by Contractor of the Obligations of Contractor as set forth below Purchaser will pay to Contractor the sum of **\$275.00 Monthly**. This sum will be invoiced on the first day of each month - in addition to any applicable sales tax or for items provided in connection with the services set forth herein and in addition to any "additional charges" as set forth explicitly in this Agreement. **Payment in full or PO number per month before any services are rendered.** The Agreement Price will be adjusted on the effective date of any labor rate adjustment under Elevators of Beaumont agreement with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs. This proposal is subject for change after 30 days from date listed on page 1.

2.2 Invoices are net due and are considered "past due" 30 days after invoice date. In the event an invoice remains unpaid for over 45 days after the invoice date Contractor may terminate the Agreement in accordance with Section 1.0, 2) of the Agreement or suspend services as set forth below in Section 2.3;

2.3 It is expressly agreed that payment of all sums due hereunder is a condition precedent to the future rendering of services by Contractor and Contractor further reserves the right, at its option, to suspend services until all payments then due are paid in full any time Purchaser is more than thirty (30) days past due. It is also agreed by Purchaser that finance charges equal to 10% per annum of the outstanding balance shall apply on all past due invoices until paid in full. Should Contractor choose to suspend services under this Section, such suspension shall not be deemed to be a breach by Contractor of this agreement and it shall not be liable for any loss, cost, expense, mitigation or other damage of any kind resulting or arising from such suspension.

2.4 The Agreement Price is contingent on a thorough inspection of all vertical lift equipment subject to this Agreement in the first ninety (90) days of this Agreement following the Commencement Date. Elevators of Beaumont retains the right to provide repair pricing and not cover additional items that need to be repaired due to "pre-existing conditions". This is at owners cost.

3.0 OBLIGATIONS OF CONTRACTOR:

3.1 Contractor shall be required to make full load 5year safety tests (unless otherwise noted) or to install new attachments on the elevators whether recommended or directed by insurance companies or governmental authorities; or to make any replacements with parts of a different design than that currently installed. It is agreed that Contractor will not be required to make renewals or repairs necessitated by negligence or misuse of the equipment nor by any other cause beyond Contractor's control excluding ordinary wear and tear. No work or service other than that which specified herein is included in this agreement. Any work requested of Contractor but

not specifically provided for in this Agreement will be handled through individual purchase orders / proposals to be pre-approved by the Purchaser.

3.2 Contractor shall not be required to make repairs or renewals necessitated because of negligence or misuse of the equipment, vandalism, building compression, power line fluctuations, damage by weather or adverse environmental conditions, fire or explosion, water damage, work performed by others, or any other cause beyond our control.

4.0 OBLIGATIONS OF PURCHASER:

4.1 Purchaser agrees to:

Provide Contractor with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Contractor to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software in the system. The Purchaser will maintain ownership of each of these items, which will be returned upon request at expiration of this Agreement.

4.2.1 Instruct and/or warn passengers in the proper use of the equipment. Purchaser agrees to shut down equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying us (Contractor) at once, and written notice within ten (10) days after any occurrence or accident pertaining in any way to the elevator. Purchaser agrees should water or other liquids become present in the pit or machine room, Purchaser will agreement with others for removal and the proper handling of such liquids at Purchaser cost.

4.2.2 Keep the elevator pit(s) and motor room(s) free from water and to not use these areas for storage purposes; to give Contractor written notice within twenty-four hours of any of any accident, alteration or change affecting the equipment and of any change of ownership, to immediately remove the elevator from service when the equipment becomes unsafe; begins operation in an irregular manner; or in a manner which might cause injury to user thereof, and to maintain surveillance of the equipment for such purposes.

4.2.3 Provide to the Contractor the following: (Purchaser maintains ownership, where applicable)

- o Current wiring diagrams in the machine room for use by contractor technicians.
- o A complete set of current "as built" wiring diagrams where necessary and/or prints of the elevator equipment.
- o Elevators of Beaumont will maintain all tools and manuals to properly troubleshoot, service, repair and test any elevator they are maintaining at their own expense.
- o A clean and safe workplace, and contractor reserves the right to suspend services in order to assure compliance with this requirement

4.2.4 Purchaser acknowledges the need for uniform maintenance and repair of the elevators and accordingly, covenants that during the term of this agreement and any renewals thereof, Purchaser will not contract with anyone else for any maintenance or repair of the elevators outside the scope of this agreement without offering contractor the opportunity to perform such services at the lowest quoted price.

5.0 PERFORMANCE OF OBLIGATIONS:

5.1 No failure or omission by either of the parties hereto in the performance of any obligation contained in this agreement shall be deemed a breach hereof if the same shall arise from any causes beyond the control and without the fault of negligence of such party including but not restricted to, acts of any governmental authority or any officer, department, agency or instrumentality thereof fire storm, flood, earthquake, explosive, accident, acts of the public enemy, war, rebellions, insurrection, riot, sabotage, epidemic, quarantine, restrictions, strike, lockout, dispute with workmen, labor shortages, transportation embargoes or failure or delays in transportation, or exhaustion or unavailability or delays in delivery of any transportation facility, product or material necessary to the performance hereof; provided, however, that either party shall continue performance with the utmost dispatch whenever any such causes are removed. Any party claiming any such cause for any failure or omission hereunder shall, upon request, give prompt notice thereof to the other party.

6.0 AGREEMENT:

6.1 AGREEMENT INCLUSIONS:

- Regular time call backs between the hours of 7am and 3:30pm Monday thru Friday EXCLUDING holidays recognized by IUEC Local 31.
- Annual Inspections Included
- Parts that equal \$100.00 or less per individual item.
- Controller Components: including all relays, contactors, resistors, condensers, contacts, leads, mechanical or electrical timing devices.
- Motor brushes
- Fixtures contacts, buttons, key switches and locks and lamps and sockets of the following devices: button stations
- Hall lanterns, position indicators, directions indicators, master indicator and control panels.
- Hoist way door interlock components or locks and contacts; bottom door gibs
- Hoist way limit switches; slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes; replaceable liners.
- Fire Service checks as required by code (if applicable)
- For any proprietary brand names such as but not limited to ThyssenKrupp/Schindler/DMC/KONE, etc. equipment: any re-setting or re-programming, software of any kind, updates versions of software, that would be needed or is necessary for proprietary equipment is not included in this agreement but will be provided to Contractor at no charge.

6.2 AGREEMENT EXCLUSIONS

Contractor assumes no responsibility for parts of the elevator equipment listed in this section, whether installed or not, for the repair of the elevator equipment. Before any repair or work that includes parts listed in this section, an agreed upon price and approval between the contractor and purchaser shall be made before ordering any such part.

- For Traction Elevators:
Hoist motors, machines, including worm gears, ring gears, thrusts, bearings, machine seals, brakes and liners, hoist ropes, governors and governor ropes, car safety mechanism and load weighing equipment.
- For All Elevators:
 - Cosmetic, construction or ancillary components of the elevator system, including but not limited to, the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, ceiling light bulbs and tubes, main power line switches, breaker(s), alignment of elevator guide rails, fire service reports, security systems, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans, any flooring of any kind.
 - Any aspect of the finish, repair, or replacement of cab enclosure, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth is excluded in this agreement.
 - Hoist way enclosures; hoist way doors, hoist way door frames and sills, swing door closers, pit ladders, pit screens, pit and secondary level access doors, beams.

- Well way enclosures; doors, doors frames and sills, swing door closes, pit ladders, pit screens, pit and secondary level access doors, beams and floor plates.
- Fixtures faceplates or finished surfaces of any kind, power disconnect switches or fuses therefore and electrical power feeders to controllers buried piping and buried conduit.
- Smoke sensors, Fire alarm systems or any communication and signaling equipment installed by others.
- Any type of building elevator equipment installed and/or serviced by others ie: security or camera systems etc.
- Controller main circuit boards, printed circuit boards, software chips
- Any type of elevator telephone and/or two-way communication devices or units, including but not limited to any type of wiring of any kind to these units.
- Traveling cables for elevator operation and car lighting.
- Complete replacement of selector systems.
- Overtime call backs.
- Call backs caused by misuse, accidents, customer negligence, strikes, lockouts, fire, explosion, theft, lightening, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, vandalism, electrical fluctuations, Acts of God, or by any cause beyond its reasonable control.
- 5 year load test inspections

7.0 SPECIAL WEAR AND TEAR ITEMS\DEPRECIATED REPLACEMENT:

7.1 The items listed on the schedule below show considerable wear (“Special Wear Items”). To provide you with the maximum of service from these Special Wear Items, we are accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of this agreement, an extra charge for the repair or replacement of these Special Wear Items.

_____/_____ To be determined within 90 days. (Both parties to initial)

8.0 HOURS FOR SERVICE\ADDITIONAL OVERTIME CHARGES:

8.1 All work included within this Agreement will be performed during Contractor’s regular business hours (8am-4:30pm), Monday through Friday and excluding elevator trade holidays (hereinafter “Regular Business Hours”), unless otherwise specified below. Additional labor, as requested by the Purchaser, will be supplied by Contractor as an additional charge calculated at Contractor’s regular billing rates for labor, parts, including travel time and mileage.

8.2 If purchaser requests any work contemplated by this Agreement to be performed outside of Regular Business Hours, Contractor will provide same and Purchaser agrees to pay as an additional charge the current overtime rate.

8.3 If emergency call-back services during Contractor overtime working hours are deleted from this agreement and are later requested by Purchaser, Contractor will provide same and Purchaser agrees to pay an additional charge equal to Contractor’s standard overtime billing rate for the time consumed in accomplishing the work including parts, travel time and mileage used.

9.0 LIABILITYRESPONSIBILITY AS BETWEEN CONTRACTOR AND PURCHASER:

9.1 Possession and Ownership of Equipment; It is agreed that Contractor does not assume possession, management or control of any part of the equipment, but such remains Purchaser’s exclusively as the owner or lessee thereof.

9.2 Contractor Not Responsible for Purchaser’s Use: Contractor shall not be liable for any actual or consequential damages to Purchaser, Purchaser’s employees or third parties due to Purchaser’s negligent or intentional acts or omissions.

9.3 Insurance Coverage: It is agreed that Contractor will maintain the required insurance, (including Workers Compensation, General Liability, and Automobile Insurance) as required to perform the work contemplated herein. Contractor will further make reasonable accommodations, as may be specifically requested by Purchaser, to cover actual or perceived risks provided such coverage does not impose additional costs on Contractor. If Contractor is imposed a fee, that fee will be passed onto the Purchaser. Purchaser agrees to maintain commercially reasonable liability insurance coverage on any location to be serviced by Contractor under this Agreement.

9.4 Contractor Liability: Contractor will not be liable for consequential damages or damage caused by negligence of others, whether arising under agreement or tort. This limitation of liability does not apply to any Indemnity and/or Insurance rights and benefits that Purchaser otherwise receives and enjoys under this Agreement. Contractor shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, vandalism, electrical fluctuations, Acts of God, or by any cause beyond its reasonable control, whether or not the same is herein specified.

9.5 Safe-Use. Contractor may from time to time take equipment out of service and/or inform Purchaser of safety hazards concerning repair, ongoing maintenance or the operation of the lift equipment. If Contractor takes equipment out of service and/or informs Purchaser of Safety hazards, then Contractor shall provide specific instructions in writing concerning the out of service equipment and/or safety hazards to Purchaser

At:

Purchaser shall be solely responsible for supervising the use of the elevators. Purchaser shall provide whatever attendant personnel, warning signs, and other controls and cautions that may be required or desirable for safe operation of the elevators. Although Contractor may do so, Contractor shall have no duty to warn Purchaser or those likely to use the elevators of any potentially unsafe conditions existing with the elevators or to perform safety examinations with respect to the elevators, except for those safety examinations specifically provided for in this agreement. Except to the extent expressly provided in this agreement or included within the scope of the services to be provided by Contractor hereunder, it is not the responsibility of Contractor to make certain that the elevators are in a safe condition for operation or in compliance with applicable laws, statutes, building codes and regulations.

9.6 Purchaser Indemnity: Contractor shall defend, hold harmless and indemnify Purchaser, its directors, officers and all employees against all loss or liability, demands, judgments, expenses (including attorney's fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property, including property owned, leased or borrowed, incurred by or sustained in connection with the performance of this Agreement to the extent caused by the negligence of Contractor, its Subcontractors, managing agents, or employees or based upon Contractor's violation of any statute, ordinance, building code or regulation. Contractors' obligations under this paragraph do not include any injuries or damages, if any, that arise out of or result from the negligence of Purchaser, its employees, or its other contractors. Should Contractor receive a demand to defend any claim or cause of action Contractor may, at its option, elect to take up the defense of any such matter on behalf of Purchaser with counsel of Contractor's own choosing and shall have full and complete authority to settle and resolve any claims against Purchaser.

9.7 Contractor Indemnity: Purchaser shall defend, hold harmless and indemnify Contractor, its directors, officers and all employees against all loss or liability, demands, judgments, expenses (including attorney's fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property, including property owned, leased or borrowed, incurred by or sustained in connection with the performance of this Agreement to the extent caused by the negligence of Purchaser, its Subcontractors, managing agents, or employees or based upon Purchaser's violation of any statute, ordinance, building code or regulation or to the extent same arises out of or relates to Purchasers or Purchaser's Subcontractors, managing agents, or employees use of equipment contrary to a "Safe Use" notice as specified in Section 9.5 herein. Purchaser obligations under this paragraph do not include any injuries or damages, if any, that arises out of or results from the negligence of Contractor, its employees, or its other contractors.

9.8 Consequential Damages: in no event shall Contractor be liable to Purchaser for consequential damages except in cases of gross negligence on the part of Contractor.

GENERAL PROVISIONS:

Agreement of Parties: This Agreement, including its exhibits and attachments, constitute the entire agreement of the Parties. There are no representations, agreements, or promises between the parties that are not in these documents.

Amendment of Agreement: This Agreement may be amended only by an instrument in writing signed by the Parties.

Attorney's Fees: If either Party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court and other costs, and related expenses.

Binding Effect: This Agreement binds, benefits, and may be enforced by the parties and their respective representatives, successors in interest, and, if permitted, their assigns.

Counterparts: If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

Notices: With the exception of the Safe use notice as set forth in Section 9.5, any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

For Notice to Contractor:
Elevators of Beaumont
Attn: Brett Stark
1655 S. 23rd St. Suite 200
Beaumont Tx 77707

For Notice to Purchaser:

Time: Time is of the essence. Unless otherwise specified, all references to days mean calendar days. Business days exclude all Saturdays, Sundays, and national holidays/union holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national holiday, that obligation is performable on the next business day.

Singular\Plural: When the context requires, singular nouns and pronouns include the plural.

Unenforceable Provisions Severable: Any provision of this agreement prohibited by law shall be ineffective (but only to the extent of and wherever such prohibition shall be applicable) without invalidating the other provisions hereof. To the extent possible both Parties request any Court addressing the unenforceability of any provision of this Agreement attempt to reform the unenforceable term to satisfy the intent of the Parties as reflected within the four corners of this Agreement.

Applicable Law\Venue of Disputes:

This agreement shall be construed and interpreted under the laws of the State of Texas; mandatory venue for any disputes concerning this Agreement shall be the District Courts of Jefferson County, Texas. Except where otherwise specifically noted herein, any remedies set forth in this Agreement are cumulative of any remedies any Party may have at law or in equity.

Manner of Acceptance\Authority to Execute: If this Agreement correctly sets forth the understanding between the parties, Purchaser shall indicate its acceptance by signing in the space provided below and return original to Contractor for acceptance by an authorized officer of Contractor.; whereupon, this Agreement shall be and become a binding agreement between the Parties, inuring to each Parties respective successors and assigns, and constituting the entire agreement between the Parties, superseding all previous understandings, whether written or oral.

Contractor will return one fully executed copy to Purchaser after acceptance. All signatures must be in place for this to be a valid document. By signing this agreement, each individual represents that he has the authority to execute this Agreement on behalf of the designated party and is authorized in all respects to bind his or her Party to this Agreement. By signing below each Party represents the authorized signing party understands and accepts all terms and conditions as stated herein.

Notes

Attached:
OS – Monthly Maintenance Agreement

* Re-Inspections will be billed separately
All prices are subject to change every 1st of the New Year

Dated: April 4, 2025

Submitted by: Robert Johns

ACCEPTED FOR PURCHASER

ACCEPTED FOR CONTRACTOR

Elevator of Beaumont

Signature

Signature

Print Name

Brett Stark

Print Name

Title

President

Title

Date _____

Date _____



Customer Information

Business Name: _____

Invoicing Contact:

Name: _____

Phone: _____

Email: _____

Physical Address: _____

Billing Address: _____

Contact on Site:

Name: _____

Phone: _____

Hours of operation: _____

Do you operate on a PO system? _____

If so, what is the process that you use? _____

Do you need to use a credit card for payments? _____

Please return this page with the signed contract.

MADISON COUNTY RURAL DEVELOPMENT



101 West Main – Suite B-13
Madisonville, TX 77864
(936)348-3810 Fax (936)348-6614



MADISON COUNTY **RE-PLAT** SUBMITTAL APPLICATION

OWNER INFORMATION

Property Owner(s): Shawn Reynolds and Darla Reynolds

Mailing Address: 2403 Derby Lane, Madisonville, Texas 77864

A separate sheet may be added for additional owners. Check box if multiple owners apply.

Name of plat creator: Jarold Antley

Title/Certification: Registered Professional Land Surveyor, No. 6071

Mailing Address: P.O. Box 1598, Montgomery, Texas 77356

Telephone: 936-522-8716 **Email:**

Madison County is not responsible for any Deed Restrictions, HOA's, or other Conditions that may apply to your situation.

PROPERTY DESCRIPTION OF PLAT

Proposed Name of Subdivision: Replat of Lot 3A, Madisonville Farms

Recorded in Volume 1917, Page 92, Number 120800 of the Madison County Records. Located in Madisonville Farms, a subdivision out of the John Tolbert Survey, Abstract 0030.

Directions to property: Off of State Highway 21 East of Madisonville to Derby Lane, known as 911 addresses 2403 and 2405 Derby Lane, Madisonville, Texas 77864.

Original Number of Acres: +/- 13.30 acres. **Number of Lots resulting from division:** 2.

Re-plat shown on document for replat of Lot 3A "1.513 Acres in the John Talbert Survey, A-30, Madison County, Texas" Survey, by Jarrod Antley, RPLS 6071, dated 2/26/2025.

Page 1 of 4
Subdivision Application

Initials of Owner(s) SA DR

MADISON COUNTY RURAL DEVELOPMENT



101 West Main – Suite B-13
Madisonville, TX 77864
(936)348-3810 Fax (936)348-6614



Is the plat being submitted as a “major plat” “Re-plat” or “minor plat”? (In general, non-commercial subdivisions of four or fewer lots fronting existing street(s), per Section 2.6 can be submitted as “minor plats”):
 Major plat Re-plat or Minor plat

If applicable, describe the reason for the re-plat: **1.513 Acre division.**

Is the plat being submitted as a “preliminary plat” for comment or as a “final plat” seeking approval? Final plat seeking approval Preliminary plat for comment

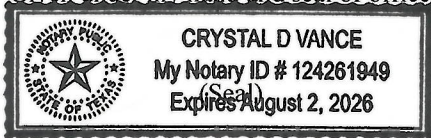
This document is hereby executed by the property owner(s) of said tract of land.

2/28/2025 _____
Date Signature of Owner
2/28/2025 _____
Date Signature of Owner

STATE OF TEXAS
COUNTY OF MADISON

Before me, on this day personally appeared Shawn Reynolds & Darla Reynolds known to me, or proved to me through Texas Drivers License (form of ID or documentation) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of officer this 28th day of Feb, 2025.



Crystal D Vance
Notary Public in and for the State of Texas
My commission expires Aug 2, 2026

All applications must include the current deeds of ownership for the property, a copy of a plat showing the configuration and location of the property to be platted, a tax certificate from the Madison County Tax Office showing that all taxes are paid to date. Once approved, filing requirements apply and fees must be paid to County Clerk’s office.

The submission of plans/drawings with this application makes such items public record, and the applicant understands that they may be viewed by the general public. Unless the Applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may reproduce (i.e. copy) such documents.

Page 2 of 6
Subdivision Application

Initials of Owner(s) SR DR

MADISON COUNTY RURAL DEVELOPMENT



101 West Main – Suite B-13
 Madisonville, TX 77864
 (936)348-3810 Fax (936)348-6614



FOR COUNTY USE ONLY:		2025
Application Received By: <u>Benny Unterman</u> Date Received: <u>March 3, 2025</u>		
Fees Paid (amount): \$ <u>309 ⁴⁰/₁₀₀</u> Check # <u>1034</u> County Receipt # <u>3137</u>		
Fees Received By: <u>Benny Unterman</u> Date Received: <u>March 3, 2025</u>		
Dates of Notice Period: <u>March 6, 2025</u> to <u>April 5, 2025</u>		
Verification of Notices Done: Dates _____ Source <u>Mailout/Website</u>		
Additional dates and Sources _____		
Scheduled For Commissioners Court Meeting on: <u>April 8, 2025</u> Rescheduled? _____		
Reason for rescheduling, if applicable: _____		
Certification that all daughter lots have proper access to road: <u>Shelley K Butts</u> Date <u>3/6/25</u>		
Signature of Wastewater DR: _____		Date: _____
Signature of 911 Coordinator: <u>Shelley K Butts</u>		Date: <u>3/6/25</u>
Signature of Floodplain Administrator: <u>Shelley K Butts</u>		Date: <u>3/6/25</u>
Signature of Engineer consulted: _____		Date: _____
Signature of Mid-East Texas GCD Rep: _____		Date: _____
Consideration of driveway by TxDOT: <u>Not applicable</u>		Date: <u>3/6/25</u>
Reason for Variance, if applicable: _____		
Notes: _____		

Filed in Clerk's Office for Record: _____		Date: _____

Approved for filing by Commissioners Court.	
_____	_____
Date	Madison County Judge

NOTICE TO APPLICANT

Once approved through Commissioners Court, the applicant shall file the official plat(s), certification of surveyor, certification of owner, tax statements, and fees to the Madison County Clerk at 103 W Trinity, Suite 104, Madisonville, Texas. Please contact their office at 936-241-6210 for complete information and requirements for filing.

Page 3 of 6
 Subdivision Application

Initials of Owner(s) SR AR

Re-plot of Madisonville Farms, Lot 3A

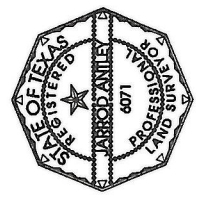
NOTES:
 1. HORIZONTAL CONTROL FOR THIS SURVEY IS BASED ON GPS MAD 83 TEXAS CENTRAL ZONE STATE PLANE COORDINATES.
 2. TITLE AND EASEMENT INFORMATION SHOWN HEREON IS THE RESPONSIBILITY OF THE CLIENT. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR ANY OF THE INFORMATION NOR ANY DECISIONS LEADING TO THE NOTING OF SAID INFORMATION.
 3. CLIENT HAS BEEN ADVISED TO CHECK WITH MADISON COUNTY TO SEE IF THIS DIVISION WILL REQUIRE PLATTING.



SCALE: 1" = 100'
 DATE: 2/18/2025
 REV: 2/26/2025

1.513 ACRES
 IN THE JOHN TALBERT SURVEY, A-30
 MADISON COUNTY, TEXAS

I hereby certify that this survey was made on the ground under my supervision that this drawing correctly represents the facts found at the time of this survey and that this professional service substantially conforms to the current Texas Surveyors Association Standards and Specifications for a Category 1B survey.
 This survey was completed without the benefit of a title commitment.



LAND SURVEYING & MAPPING
 P.O. BOX 1586, MONTGOMERY, TEXAS 77356
 PH: (936) 522-8716

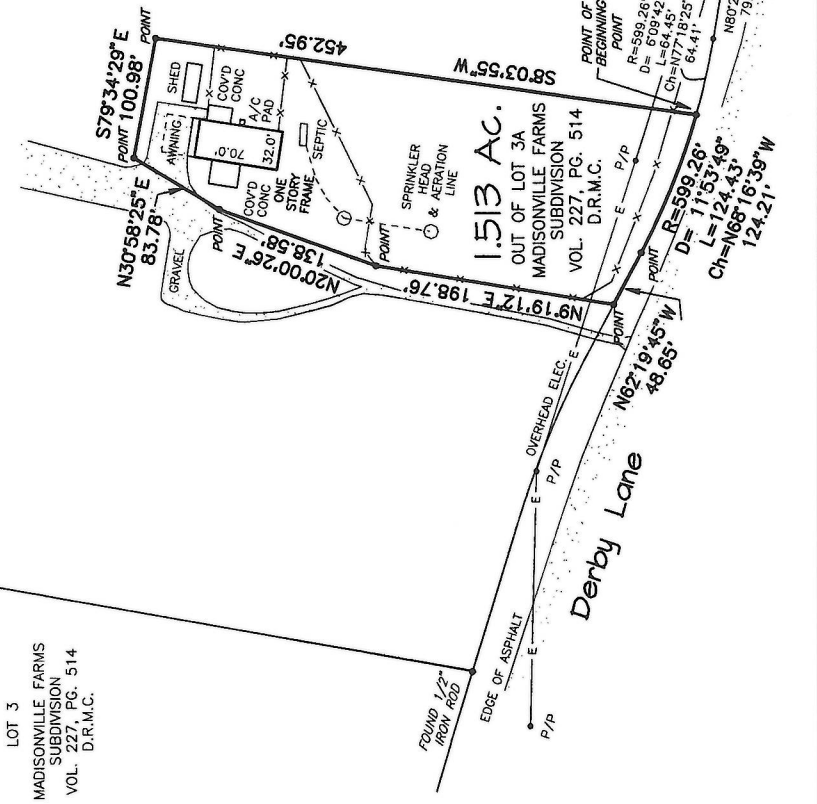
MADISONVILLE EQUINE LLC
 CALLED 93.523 AC
 VOL. 1493, PG. 262
 O.P.R.M.C.

FOUND 5/8" IRON ROD (BENT)

LOT 4
 MADISONVILLE FARMS
 SUBDIVISION
 VOL. 227, PG. 514
 D.R.M.C.

COMMENCING POINT
 FOUND 5/8" IRON ROD (BENT)
 N=10344756.81100
 E=37011116.46200

RESIDUAL OF LOT 3A
 MADISONVILLE FARMS SUBDIVISION
 VOL. 227, PG. 514
 D.R.M.C.



LOT 3
 MADISONVILLE FARMS
 SUBDIVISION
 VOL. 227, PG. 514
 D.R.M.C.

FOUND 1/2" IRON ROD
 EDGE OF ASPHALT
 OVERHEAD ELEC.
 P/P

Derby Lane

Page 4 of 0

C:\Users\JARBRO\MADISONVILLE\DERBY_LANE\DERBY_LANE.dwg Feb 26, 2025 11:30:30AM

SR
 Initials
 DR
 Initials

LONE STAR

LAND SURVEYING & MAPPING

Being 1.513 acres of land, being out of Lot 3A Madisonville Farms Subdivision according to the recorded deed thereof in Volume 227, Pages 514 of the Deed Records of Madison County, Texas, also located in the John Talbert Survey, A-30, Madison County, Texas, said 1.513 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod bent found along the northerly line of Derby Lane for the southeast corner of said Lot 3A, point having a Texas State Plane Coordinate of N-10,344,756.81100 E-3,701,116.45200, Central Zone (4203), NAD83;

THENCE with the northerly line of Derby Lane, along a curve to the left having a radius of 1,627.63 feet and a length of 76.80 feet (Chord: North 79 degrees 02 minutes 09 seconds West, a distance of 76.79 feet) to a point of tangency;

THENCE North 80 degrees 23 minutes 16 seconds West, with the northerly line of Derby Lane, a distance of 79.15 feet to a point of curvature;

THENCE with the northerly line of Derby Lane, with a curve to the right having a radius of 599.26 feet and a length of 64.45 feet (Chord: North 77 degrees 18 minutes 25 seconds West, a distance of 64.41 feet) to the POINT OF BEGINNING, being the southeast corner of herein described tract;

THENCE with the northerly line of Derby Lane, with a curve to the right having a radius of 599.26 feet and a length of 124.43 feet (Chord: North 68 degrees 16 minutes 39 seconds West, a distance of 124.21 feet) to a point of tangency of herein described tract;

THENCE North 62 degrees 19 minutes 45 seconds West, a distance of 48.65 feet to a point for the southwest corner of herein described tract;

THENCE North 09 degrees 19 minutes 12 seconds East, a distance of 198.76 feet to an angle point of herein described tract;

THENCE North 20 degrees 00 minutes 26 seconds East, a distance of 138.58 feet to an angle point of herein described tract;

THENCE North 30 degrees 58 minutes 25 seconds East, a distance of 83.78 feet to a point for the northwest corner of herein described tract;

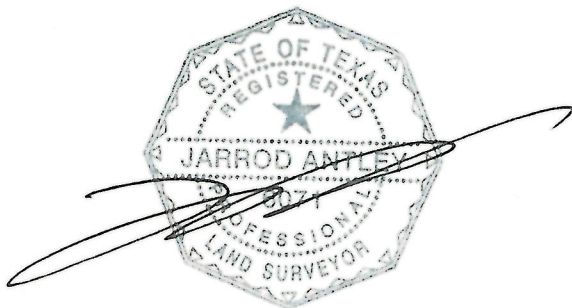
THENCE South 79 degrees 34 minutes 29 seconds East, a distance of 100.98 feet to a point for the northeast corner of herein described tract;

THENCE South 08 degrees 03 minutes 55 seconds West, a distance of 452.95 feet to the POINT OF BEGINNING of herein described tract, containing 1.513 acres of land.

Bearings are based upon GPS Observations, Texas State Plane System, Central Zone (4203), NAD83.
Plat accompanies this description.

I, Jarrod G. Antley, Registered Professional Land Surveyor, No. 6071, do hereby certify that the above field notes were prepared from a boundary survey made on the ground under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 26th day of February, 2025.



Page 5 of 6

SR AP
initials

Issued By:

MADISON COUNTY TAX OFFICE
PO BOX 417
MADISONVILLE, TX 77864

Property Information

Property ID: 20299 Geo ID: R-0030-000-0206-901
Legal Acres: 12.5410
Legal Desc: MADISONVILLE FARMS LOT 3A 12.541
Situs: 2403 DERBY LANE
DBA:
Exemptions: HS

Owner ID: 89027 100.00%
REYNOLDS SHAWN & DARLA
2403-A DERBY LN
MADISONVILLE, TX 77864

For Entities

Value Information

MADISON COUNTY	Improvement HS:	472,190
MADISONVILLE ISD	Improvement NHS:	100,000
	Land HS:	278,180
	Land NHS:	0
	Productivity Market:	0
	Productivity Use:	0
	Assessed Value	686,151

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
2024	MADISON COUNTY	686,151	3,293.52	0.00	0.00	3,293.52
2024	MADISONVILLE ISD	586,151	5,108.30	0.00	0.00	5,108.30
Totals:			8,401.82	0.00	0.00	8,401.82

Effective Date: 01/06/2025

Total Due if paid by: 01/31/2025

8,401.82

Tax Certificate Issued for:	Taxes Paid in 2024
MADISONVILLE ISD	0.00
MADISON COUNTY	0.00

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].


Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 01/06/2025
Requested By: COUNTER
Fee Amount: 10.00
Reference #: Mr-Mrs Reynolds


Signature of Authorized Officer of Collecting Office


Initials Page 28 of 62

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
MADISONVILLE FARMS

329
68954

SOUTHERN INVESTORS CONSTRUCTION CO., a Texas corporation maintaining its principal office at 1803 Allen Parkway, Houston, Texas 77019, hereinafter called Declarant, is the owner in fee simple of certain real property located in Madison County, Texas and known by official plat designation as Madisonville Farms, a Subdivision in Madison County, Texas, pursuant to a plat filed for record on February 12, 1979, in the Office of the County Clerk of Madison County, Texas, under Clerk's File No. 68585, and recorded in the Deed Records of Madison County, Texas.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting such Subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Assessments" refers to the Annual Assessment, any Special Assessment (as those terms are hereinafter defined), any installment of either and any combination of the foregoing.

Section 2. "Association" shall mean and refer to MADISONVILLE FARMS ASSOCIATION, a Texas non-profit corporation, its successors and assigns.

Section 3. "Common Area" means the entrance to Madisonville Farms and the esplanades and green strips or areas within the right-of-way for Derby Row, the street or road as shown on the recorded plat referred to above.

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Section 4. "Declarant" shall mean SOUTHERN INVESTORS CONSTRUCTION CO.

Section 5. "Declaration" refers to the within Declaration of Covenants, Conditions and Restrictions of Madisonville Farms.

Section 6. "Front Lot Line" means with respect to each Lot, the Lot boundary abutting Derby Row as shown on the recorded plat referred to above.

Section 7. "Lot" shall mean any numbered Lot shown on the recorded plat referred to above.

Section 8. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas and all improvements and fixtures located therein, including, without limitation, landscaping, landscape fixtures, entrance markers, entrance lighting and other markers and lighting and sprinkler systems, if any, in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote healthy, weed-free environment for optimum plant growth.

Section 9. "Member" shall mean every person or entity who holds membership in the Association. Copies of proposed Articles and By-laws of the Association, marked Exhibit "A" and "B," respectively, are attached hereto and made a part hereof for all purposes.

Section 10. "Mortgage" shall mean a Vendor's Lien, Deed of Trust, Deed of Trust and Security Agreement, Builder's & Mechanic's Lien (with Power of Sale) or any combination of the foregoing. "Mortgagee" shall mean a holder of a Mortgage.

Section 11. "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 12. "Rear Lot Line" means the Lot boundary line(s) opposite the Front Lot Line as shown on the recorded plat referred to above.

Section 13. "Side Lot Line" means the Lot boundary line(s) connecting the Front Lot Line and the Rear Lot Line as shown

on the recorded plat referred to above.

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Section 14. "Subdivision" shall mean the subdivided real property hereinbefore described.

ARTICLE II

MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have one class of voting Members who shall consist of all Owners, including Declarant, and who shall be entitled to one vote per acre of land contained within any Lot or Lots owned. Fractional votes shall not be permitted or counted. When a corporation or more than one person holds an interest in a given Lot, the Owner or Owners shall appoint a nominee to cast all votes of such Owner or Owners as provided in the Articles of Incorporation and By-laws of the Association, and split votes will not be permitted or counted.

ARTICLE III

ASSESSMENTS

Section 1. Lien and Personal Obligation. Declarant hereby covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association the annual assessment as set forth in this Article III (the "Annual Assessment"). Such Annual Assessment will be established and collected as herein-after provided. The Annual Assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and a continuing lien ("Assessment Lien") on each Lot against which such the Annual Assessment is made. Each such Annual Assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner who owns the Lot at the time the Annual Assessment falls due, but those holding title merely as security for performance of an obligation shall incur no such personal obligation and such per-

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sonal obligation, when incurred, shall not pass to the successors in title of such Owner unless expressly assumed by them.

Section 2. Purpose. The funds derived from such Annual Assessments levied and collected by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Subdivision, and for the improvement and maintenance of the Common Areas, including, without limitation, the following:

(a) Improvement, maintenance and repair of the Common Areas.
(b) Water, electrical, lighting, and other similar services for the Common Areas.

(c) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Areas or the bridal paths mentioned in Article IV herein. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(d) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Trustees of the Association.

(e) Any and all services which the Association is required by law or this Declaration to secure and pay, or which shall be necessary or proper, in the opinion of the Board of Trustees of the Association, pursuant to the terms of this Declaration, including, without limitation, security services and services for the enforcement of the within Declaration.

(f) In addition to maintenance of the aforementioned Common Areas, in the event a Lot is in need of exterior maintenance or repair and the need for maintenance or repair is attributable to the wilful or negligent act of the Owner of the Lot, his family, guests or invitees, the Association, after reasonable notice (or if the whereabouts of the Lot Owner is unknown, after a diligent attempt has been made to determine his whereabouts)

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shall provide such exterior maintenance or repair on such Lot and the cost of such maintenance or repair shall be assessed against the Lot and shall constitute a part of the Annual Assessment to which such Lot is subject, except that said amount (hereinafter referred to as the "Special Assessment") so added will be due and payable on demand.

Section 3. Maximum Annual Assessments.

(a) The maximum Annual Assessment shall be \$1.50 per month per acre and fractional acre contained within each Lot within Madisonville Farms, which said rate shall be subject to increase only as provided hereinafter.

(b) Until January 1, 1989, the maximum increase that can be made in said (\$1.50) rate shall be ten percent (10%) in any calendar year, which increase may be made solely at the discretion of the Board of Trustees on a non-cumulative basis.

(c) From and after January 1, 1989, the maximum Annual Assessment may be increased only by the vote or written assent of the Members representing two-thirds (2/3rds) or more of the qualified voting rights in the Association.

(d) The Board of Trustees of the Association shall fix the Annual Assessment at an amount not in excess of the maximum, as provided herein.

Section 4. Notice and Quorum for Action Authorized Under Section 3(c). Written notice of any meeting called for the purpose of taking any action authorized by Section 3(c) shall be sent to all Members not less than five (5) nor more than ten (10) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but by less than the requisite two-thirds (2/3rds) majority, the Members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

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Section 5. Uniform Rate. The Annual Assessment shall be fixed at a uniform rate for all Lots.

Section 6. Commencement and Collection of Annual Assessment. The Annual Assessment provided for herein shall commence with respect to a given Lot on the first day of the first month after such Lot is conveyed by Declarant in fee to the first grantee under Declarant or on the first day of the first month after such Lot is sold by Declarant under contract for deed, whichever is earlier. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the due date of the first monthly installment thereof and shall fix the dates such amounts become due. Notice of the Annual Assessment may be given by publication one time in a local newspaper or sent by mail to each Lot Owner at his last known address of which the Association has a record. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments against a specific Lot have been paid, and may, on or before February 15th of each year, cause to be recorded in the Office of the County Clerk of Madison County, Texas, a list of delinquent Assessments as of that date.

Section 7. Effect of Nonpayment; Remedies of the Association. Any Annual Assessment and any installment thereof not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest at the highest non-usurious rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the Assessment Lien against the property affected, or both. No Owner who is personally obligated to pay any such Assessment may waive or otherwise escape liability for the Annual Assessment or any other Assessments provided for herein by abandonment of his Lot or Lots. The Association shall have

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the right to suspend the voting rights of any Owner for periods during which any Assessments against his Lot remain unpaid. The By-laws of the Association prescribe other grounds of suspending rights of membership in the Association.

Section 8. Subordination of Assessment Lien to Mortgages.

The Assessment Lien provided for herein shall be subordinate to the lien of any first Mortgage on any Lot. A sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to a Mortgage foreclosure or any proceeding in lieu thereof, including, without limitation, Trustee's sale pursuant to any Deed of Trust, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any payment on any Assessments thereafter becoming due or from the Assessment Lien thereof.

ARTICLE IV

EASEMENT RIGHTS

Section 1. Easements for Utilities.

(a) Easements for installation and maintenance of utilities are shown on the recorded plat referred to above. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage or interfere with utilities, if any, in the easements. The easement area of each Lot and all improvements thereon shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to

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public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

Section 2. Easements for Bridal Paths.

(a) Reciprocal easements are hereby reserved and shall henceforth exist over and across (a) the 25 linear foot fence setback area along the Rear Lot Line and Side Lot Line of all Lots abutting or coinciding with Pooles Creek or any other natural drainage course, and (b) the 10 linear foot fence setback area along the Side Lot Line and Rear Lot Line of all other Lots, as required under Article V herein, for the use and enjoyment of said areas by the Members of the Association, their families, guests, tenants and invitees, as an unobstructed bridal path, subject to the reasonable rules and regulations of the Association regarding such use. The aforementioned easement areas of each Lot shall be continuously maintained by the Owner of such Lot, except for improvements, if any, belonging to or for which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind, including, without limitation, any fence, barn, shed or other structure, shall be built, erected or maintained on or across any such easement, and all such easements, reservations and rights-of-way shall at all times be open and accessible to the Members of the Association, the members of their families, their tenants, guests and invitees, subject, however, to the reasonable rules and regulations of the Association regarding such use.

Section 3. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to abate any encroachment upon

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a bridal path or to perform such maintenance as may be authorized herein.

ARTICLE V

BUILDING SETBACK AND MATERIALS

Section 1. No residence, carport or garage shall be located on any Lot closer than 150 linear feet to the Front Lot Line.

Section 2. No barn, shed or structure other than a residence, carport or garage, shall be located on any Lot closer than 400 linear feet to the Front Lot Line.

Section 3. No building of any kind or description shall be located on any Lot nearer than 50 linear feet to (i) any Side Lot Line or (ii) any Rear Lot Line.

Section 4. All fences, except cross fences, located within 250 linear feet of Derby Row shall be constructed of painted or treated wood and shall have a minimum of three rails and cap.

Section 5. No fence shall be located on any Lot closer than 25 linear feet to any Side Lot Line or Rear Lot Line that abuts or coincides with Pooles Creek or any other natural drainage course; and no fence shall be located closer than 10 linear feet to any other Side Lot Line or Rear Lot Line.

Section 6. No metal, except factory prefinished enamel or similar prefinish other than a galvanized finish shall be used on the exterior of any building or appurtenance thereto, including, without limitation, any roof, wall or underpinning.

ARTICLE VI

USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

Section 1. Each Lot may be used for farming or ranching, or both, and as a residence for a single family and for no other purpose; provided further that (a) no more than one (1) single family residence per ten (10) acres of land shall be built, maintained or occupied, (b) no animals, except horses and cattle shall be raised or kept commercially, and (c) the raising or

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keeping of swine for any purpose, private or commercial, is prohibited. The foregoing shall not be construed to prohibit raising or keeping animals (except swine), fowl or fish for private use or enjoyment.

Section 2. No business of any kind except agriculture shall be conducted on any Lot. "Agriculture" shall include farming and ranching, or either of them or any combination thereof.

Section 3. No noxious or offensive activity shall be carried on in or on any Lot.

Section 4. No sign of any kind shall be displayed to public view on any Lot or on any Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than 32 square feet per sign face, with not more than two (2) faces per sign, advertising a Lot or Lots for sale or rent.

Section 5. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on any Common Area except in sanitary containers located in appropriate areas concealed from public view.

Section 6. Outdoor privies or chemical toilets (except temporarily and in conjunction with the construction of a building) are prohibited. Each residence shall be served with an adequate septic system and the field of any septic system shall be no closer than:

- (a) 250 linear feet to any street or Front Lot Line;
- (b) 300 linear feet to the center line of any creek or gully.

The discharge of affluent into any street, road, driveway, open draw drain, ditch or creek, is prohibited.

Section 7. Weeds and grass on each Lot shall be kept mowed or cut under 12" above surface of the Lot at all times. The foregoing requirement shall include all building and fence setback areas.

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Section 8. No outbuilding, basement, tent, shack, garage, travel home, camper, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 9. Declarant and its successors and assigns shall undertake the work of developing all Lots included within the Subdivision. The completion of the development work, and the sale, rental or other disposal of residential buildings, which will not be undertaken by Declarant, is essential to the establishment and welfare of the Subdivision as an ongoing farm-ranch-residential community. In order that such work may be completed and the Subdivision established as a fully occupied farm-ranch-residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's successors and assigns, or the employees, contractors, or subcontractors of Declarant or Declarant's successors and assigns from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's successors and assigns or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) prevent Declarant, Declarant's successors and assigns, or the employees, contractors or subcontractors of Declarant or Declarant's successors and assigns from conducting on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's successors and assigns or their representatives, the business of completing such work, of establishing the Subdivision as a farm-ranch-residential community, and of disposing of Lots or buildings and Lots by sale, lease or otherwise; or

(c) prevent Declarant, Declarant's successors and assigns, or the employees, contractors or subcontractors of Declarant or Declarant's successors and assigns from constructing and maintaining on any part or parts of the Subdivision owned or controlled by Declarant, Declarant's successors and assigns, or

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their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a farm-ranch-residential community, and the disposition of Lots or buildings and Lots by sale, lease or otherwise;

(d) prevent Declarant, Declarant's successors and assigns, or the employees, contractors or subcontractors of Declarant or Declarant's successors and assigns from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease or otherwise of Subdivision Lots or buildings and Lots.

As used in this Section 9, the words "its successors and assigns" refers to Lot Owners and builders who buy Lots and build houses and other improvements thereon for their own use or for resale or both.

ARTICLE VII

OWNERS' OBLIGATION TO REPAIR

Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VIII

OWNERS' OBLIGATION TO RECONSTRUCT OR LEVEL

If all or any portion of a residence or other building on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence or other building in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty or to demolish the residue of the residence or other building so damaged or destroyed, and to remove all materials and debris from the Lot. Such reconstruction or clearing shall be undertaken within four (4) months and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE IX

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GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or both, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant and the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one provision of this Declaration by judgment or court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

Section 3. Amendments. This Declaration and any of the terms and provisions hereof, including, without limitation, the covenants, conditions, restrictions, easements, reservations, Assessments and Assessment Liens set forth herein, may be amended by an instrument executed and acknowledged as hereinafter provided and duly recorded in the Deed Records of Madison County, Texas. During the period from the date of this Declaration until January 1, 1989, when the Association has no Members, the Board of Trustees shall execute and acknowledge any such instrument of amendment and thereafter any such instrument shall be executed and acknowledged by not less than two-thirds (2/3rds) of the Members of the Association who are qualified to vote in accordance with the Association By-laws.

Section 4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any Mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

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Section 5. Duration. The covenants, conditions, restrictions, easements, reservations, Assessments and Assessment Liens set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or Declarant, or both, for a period of thirty (30) years from and after the date hereof, and thereafter shall continue automatically in effect for additional periods of five (5) years, unless otherwise agreed to in writing by at least two-thirds (2/3rds) of the Members of the Association who are qualified to vote in accordance with the Association By-laws.

EXECUTED at Houston, Texas on the 14th day of February, 1979.

SOUTHERN INVESTORS CONSTRUCTION CO.
By: [Signature] its
____ President

ATTEST:
[Signature]
Melvin Marx its
ASST. Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Joe A. McDERMOTT, _____ President of SOUTHERN INVESTORS CONSTRUCTION CO., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of March, 1979.



[Signature]
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
LINDA M. TURNER

EXHIBIT "A"
To "Declaration" of Madisonville Farms

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ARTICLES OF INCORPORATION
OF
MADISONVILLE FARMS ASSOCIATION

We, the undersigned natural persons of the age of twenty-one (21) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is MADISONVILLE FARMS ASSOCIATION, hereinafter sometimes called the "Corporation" or the "Association."

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purposes for which the Corporation is organized are:

To administer the uniform plan of development, maintenance and use for Madisonville Farms, a Subdivision of part of the John Tolbert Survey, A-30, in Madison County, Texas, according to the plat thereof filed for record on February 12, 1979, in the Office of the County Clerk of Madison County, Texas, under Clerk's File No. 68585, and recorded in the Deed Records, said County, as set out in an instrument captioned "Declaration of Covenants, Conditions and Restrictions of Madisonville Farms" ("Declaration"), filed for record on the ___ day of _____, 1979, in the Office of the County Clerk of Madison County, Texas, under Clerk's File No. _____, and recorded in the Deed Records, said County, reference hereby being made to said plat and Declaration and the record thereof for all purposes; and, in general, to promote and foster civic pride and high standards of property maintenance in Madisonville Farms and for such purposes to:

- (a) Fix, levy, collect, enforce and receipt for all Assessments authorized in said Declaration, and to manage,

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control and expend the funds derived therefrom for any lawful purpose or purposes appropriately connected with or incidental to those set forth in said Declaration, and, in general, to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration which the Corporation is not precluded by law to exercise and perform; and

(b) cause to be enforced (i) the covenants, conditions and restrictions imposed upon the use of Madisonville Farms by said Declaration, and (ii) the covenants, conditions and restrictions, if any, legally imposed hereafter by deed or otherwise upon Madisonville Farms, or any part thereof; and

(c) acquire (by gift, purchase or otherwise), own, hold, improve, operate, maintain, sell, lease, convey, dedicate for public use, otherwise dispose of and/or alienate real and personal property necessary to the conduct of the affairs of this Corporation; and

(d) borrow money, and mortgage, pledge or otherwise encumber, alienate or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Corporation; and

(e) participate in mergers and consolidations with any other non-profit corporation or corporations organized for the same purpose; and

(f) have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Act may by law now or hereafter have and exercise;

PROVIDED, HOWEVER, any of the foregoing provisions of this Article IV to the contrary notwithstanding, this Corporation is organized and shall be operated exclusively for civic and community service and other non-profit purposes, and no part of any

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net earnings or other assets of this Corporation shall inure to the benefit of any Member or any property Owner in Madisonville Farms.

ARTICLE V

The street address of the initial registered office of the Corporation is 1803 Allen Parkway, Houston, Texas 77019, and the name of its initial registered agent at such address is Ronald C. Hatfield.

ARTICLE VI

The number of Trustees constituting the initial Board of Trustees is three (3), and the names and addresses of the persons who are to serve as the initial Trustees are:

<u>NAME</u>	<u>ADDRESS</u>
Joe A. McDermott	3215 Huntingdon Place Houston, Texas 77019
Ken Kangieser	6249 Terwilliger Houston, Texas 77057
A. Carroll Brodnax	2727 Wesleyan Houston, Texas 77027

ARTICLE VII

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Joe A. McDermott	3215 Huntingdon Place Houston, Texas 77019
Ken Kangieser	6249 Terwilliger Houston, Texas 77057
A. Carroll Brodnax	2727 Wesleyan Houston, Texas 77027

ARTICLE VIII

The Association shall have no Members for a period of ten (10) years from and after the date these Articles are filed of record in the Office of the Secretary of State in and for the State of Texas, during which period the affairs of the Corporation shall be managed by its Trustees, each of whom shall hold office for a term of four (4) years, or until his successor shall have been duly elected and qualified, except that the

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initial Trustees above named shall serve initial terms, ending, respectively, as follows:

<u>NAME</u>	<u>TERM</u>
A. Carroll Brodnax	ends January 1, 1980
Ken Kangieser	ends January 1, 1981
Joe A. McDermott	ends January 1, 1982

or until their respective successors shall have been duly elected and qualified. The annual meeting of the Trustees shall be held at the office of the Corporation in Harris County, Texas on the 15th day of the month of December, of each year, beginning with the year 1979, at the hour of three o'clock P.M. for the purpose of electing Trustees whose terms expire on the 1st day of January next ensuing. If the day fixed for such annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Trustees shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Board as soon thereafter as conveniently may be. During the period when the Association has no Members, the affirmative vote of the majority of the Trustees present, though less than a quorum, shall be sufficient for the purpose of electing Trustees to the Board, whether such election shall be held at the annual meeting or at a special meeting of the Trustees called for that purpose, and nothing herein contained shall be construed to prohibit any person serving more than one term or successive terms, not to exceed two. Each Trustee shall have the following qualifications:

- (a) Each Trustee must own property in Madisonville Farms, be a shareholder, officer or director in a corporation or be a member of a partnership that owns property in Madisonville Farms against which there are no delinquent Assessments at the time such Trustee is elected and qualified to take office; provided that once qualified, no delinquency occurring subsequently shall operate to disqualify any such

Trustee; and

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(b) each Trustee must have experience in any one or more of the following fields: (i) Architecture, (ii) Engineering, (iii) Agriculture, (iv) Real Estate Investments, (v) Real Estate Sales, (vi) Real Estate Development, (vii) Municipal Management, (viii) Business or Professional Management, (ix) Real Estate Management.

ARTICLE IX

Effective as of the beginning of the first calendar year next succeeding ten (10) years from and after the filing of these Articles in the Office of the Secretary of State in and for the State of Texas, the Board of Trustees shall elect Members of one class by an affirmative vote of two-thirds (2/3rds) of the Trustees, and thereafter the Corporation shall have Members of one class. The conditions and regulations of membership and the rights and privileges of Members and the manner of the election or appointment thereof shall be determined and fixed by the By-laws; PROVIDED, HOWEVER, that no part of the net earnings of this Corporation shall ever be distributed or shall otherwise inure to the benefit of any Member or Members of the Corporation; and FURTHER PROVIDED, that in the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the Trustees shall dispose of all property and assets of the Corporation, including, without limitation, all undistributed income earned thereon, after the payment, satisfaction and discharge of all liabilities and obligations of the Corporation, or the making of adequate provision therefor in such manner as they, in the exercise of their absolute discretion, and by majority vote, shall determine; provided, however, that such disposition shall be exclusively in the furtherance of the objects and purposes for which the Corporation is formed, and the property and the assets of the Corporation shall not accrue to the benefit of any officer, Trustee, Member, or Members of the Corporation or any individual having a personal or private interest in the affairs

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of the Corporation or any organization which engages in any activity in which the Corporation is precluded in engaging.

IN WITNESS WHEREOF, we have hereto set our hands, this 14th day of February, 1979.

JOE A. McDERMOTT

KEN KANGIESER

A. CARROLL BRODNAX

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, _____, a Notary Public, hereby certify that on this ____ day of _____, 1979, personally appeared before me, JOE A. McDERMOTT, KEN KANGIESER, and A. CARROLL BRODNAX, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

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

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

My commission expires:

EXHIBIT "B"
To "Declaration" of Madisonville Farms

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BY-LAWS OF
MADISONVILLE FARMS ASSOCIATION,
A NON-PROFIT CORPORATION

ARTICLE I

OFFICES

SECTION ONE: Principal Office.

The principal office of the Corporation (hereinafter sometimes called the "Association") in the State of Texas shall be located in Harris County, Texas.

SECTION TWO: Other Offices.

The Corporation may have such other offices, either within or without the County of Harris, State of Texas, as the Board of Trustees may determine or as the affairs of the Corporation may require from time to time.

ARTICLE II

MEMBERS

SECTION ONE: Non-Membership Term.

The Association shall have no members for a period of ten (10) years from and after the date its Articles are filed of record in the Office of the Secretary of State in and for the State of Texas, during which period the affairs of the Corporation shall be managed by its Trustees.

SECTION TWO: Members.

Effective as of the beginning of the first calendar year next succeeding ten (10) years from and after the filing of its Articles in the Office of the Secretary of State in and for the State of Texas, the Association shall have one class of members. The qualifications and rights of the members shall be as follows:

1. Each member ("Member") must own in fee or must own a fee interest in a lot, tract or parcel of land ("Lot") in Madisonville Farms, a Subdivision of part of the John Tolbert Survey, A-30, Madison County, Texas, according to the plat thereof, filed for record on February 12, 1979, in the Office of the County Clerk of Madison County, Texas, under Clerk's File No. 68585, and recorded in the Deed Records of said County, and each Member must pay to the Association as and when due the Assessments as set out in the Declaration of Covenants, Conditions and Restrictions of Madisonville Farms ("Declaration"), filed for record on the ___ day of _____, 1979, in the Office of the County Clerk of Madison County, Texas, under Clerk's File No. _____, and recorded in the Deed Records of said County, reference being hereby made to each instrument aforementioned and its record for all purposes.

2. No Member shall have any right or interest in the assets of the Corporation, including, without limitation, any right to distribution of assets in the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

SECTION THREE: Election of Members.

Members shall be elected pursuant to action by the Board of Trustees; provided, however, that such action shall be administrative, not discretionary, and that upon verification of the qualifications established herein, membership shall be automatic.

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SECTION FOUR: Voting Rights.

Subject to the foregoing limitations, each Member shall be entitled to vote as follows:

1. Each Member shall be entitled to one vote per acre of land contained within any Lot or Lots owned on which the current Annual Assessment above mentioned is paid prior to delinquency.
2. Corporate owners, co-owners and tenants in common shall nominate, appoint and empower one person to exercise all voting rights.
3. Fractional votes and split votes will not be permitted.
4. The decision of a majority of the Board of Trustees as to the number of votes which any Member is entitled to cast, based upon the number of acres owned shall be final.

SECTION FIVE: Termination of Membership.

The Board of Trustees, by affirmative vote of two-thirds (2/3rds) of all of the Members of the Board, may suspend or expel a Member for cause after due notice and appropriate hearing, and by a two-thirds (2/3rds) vote of those present at any regular or special meeting, may terminate the membership of any Member who becomes ineligible for membership, or suspend or expel any Member who shall be in default in the payment of any Annual Assessment or any Special Assessment (hereinafter collectively referred to as "Assessments") for the period fixed in Article IX of these By-laws.

SECTION SIX: Resignation.

Any Member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the Member so resigning of the obligation to pay any Assessments or other charges theretofore accrued and unpaid.

SECTION SEVEN: Reinstatement.

On written request signed by a former Member and filed with the Secretary, the Board of Trustees, by the affirmative vote of two-thirds (2/3rds) of the Members of the Board, may reinstate such former Member to membership on such terms as the Board of Trustees may deem appropriate.

SECTION EIGHT: Transfer of Membership.

Subject to the limitations hereinabove set forth, membership in this Corporation is transferable with the title to the property owned by the respective Member(s) which qualifies them for membership in the Corporation, however, no such transfer is valid unless the proposed transfer is submitted to the Board of Trustees in writing and approved by a majority vote of the entire Board. No such transfer shall become effective until the Secretary of the Corporation is notified of the transfer in writing. The Secretary must then record the transfer in the membership book.

ARTICLE III

MEETINGS OF MEMBERS

SECTION ONE: Annual Meeting.

Subject to the limitations set forth in Article II above with respect to the non-membership term in which time the Corporation

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shall have no Members, an annual meeting of the Members shall be held at the office of the Corporation in Harris County, Texas, on the 15th day of the month of December in each year, beginning with the year 1979, at the hour of three o'clock P.M., for the purpose of electing Trustees and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Trustees shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

SECTION TWO: Special Meetings.

Special meetings of the Members may be called by the President, the Board of Trustees, or not less than two-thirds (2/3rds) of the Members having voting rights.

SECTION THREE: Place of Meeting.

The Board of Trustees may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas; but if all of the Members shall meet at any time and place, either within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION FOUR: Notice of Meetings.

Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

SECTION FIVE: Informal Action by Members.

Any action required by law to be taken at a meeting of the Members, or any action that may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by a simple majority of all the Members entitled to vote with respect to the subject matter thereof.

SECTION SIX: Quorum.

The Members holding a simple majority of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

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SECTION SEVEN: Proxies.

At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy.

SECTION EIGHT: Voting by Mail.

Where Trustees or officers are to be elected by Members, such election may be conducted by mail in such manner as the Board of Trustees shall determine.

SECTION NINE: Cumulative Voting.

At any election for Trustees of the Corporation, cumulative voting shall be prohibited.

ARTICLE IV

BOARD OF TRUSTEES

SECTION ONE: General Powers.

From the date the Articles of this Corporation are filed of record in the Office of the Secretary of State in and for the State of Texas, for a period of ten (10) years thereafter, the Corporation shall have no Members and during this period of time, the affairs of the Corporation, including the appointment or election of Trustees, shall be managed solely by its Board of Trustees. Trustees need not be Members of the Corporation.

SECTION TWO: Number, Tenure, and Qualifications.

The number of Trustees shall be three (3). Each Trustee shall hold office for four (4) years, or until his successor shall have been duly elected and qualified, except that the initial Trustees named in the Articles shall serve for terms as set forth in the Articles of this Corporation. Each Trustee must own property in Madisonville Farms, a subdivision in Madison County which is subject to the Declaration and the Assessments set out therein and administered by the Corporation and must be qualified to vote, as stated in Article II above, or he must be a shareholder, officer or director in a corporation or be a member of a partnership that owns property in Madisonville Farms and is qualified to vote, and each Trustee must have the experience in one or more of the following fields: (i) Architecture, (ii) Engineering, (iii) Agriculture, (iv) Real Estate Investments, (v) Real Estate Sales, (vi) Real Estate Development, (vii) Municipal Management, (viii) Business or Professional Management, (ix) Real Estate Management.

SECTION THREE: Regular Meetings.

A regular annual meeting of the Board of Trustees shall be held without other notice than this by-law, immediately after, and at the same place, as the annual meeting of Members. The Board of Trustees may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION FOUR: Special Meetings.

Special meetings of the Board of Trustees may be called by or at the request of the President or any two Trustees. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State, as the place for holding

any special meeting of the Board called by them.

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SECTION FIVE: Notice.

Notice of any special meeting of the Board of Trustees shall be given at least ten (10) days previously thereto by written notice delivered personally or sent by mail or telegram to each Trustee at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of any meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

SECTION SIX: Quorum.

A majority of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice. The foregoing provisions of this Section Six, notwithstanding, it is controllingly provided that during the first ten (10) years next succeeding the filing of the Articles of this Corporation in the Office of the Secretary of State in and for the State of Texas, during which period the Corporation shall have no Members, at any meeting of the Board of Trustees, or at a meeting called for that purpose, an affirmative vote of the majority of the Trustees present, though less than a quorum, shall be sufficient for the purpose of appointing or electing Trustees to the Board.

SECTION SEVEN: Manner of Acting.

The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these By-laws.

SECTION EIGHT: Vacancies.

Any vacancy occurring in the Board of Trustees shall be filled by the affirmative vote of the majority of the remaining Trustees who are present at any meeting called or held for the purpose of appointing a successor Trustee or Trustees, no less than a quorum of the Board of Trustees shall be present. A Trustee elected to fill the vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION NINE: Compensation.

Trustees as such shall not receive any stated salaries for their services, but by resolution of the Board of Trustees any Trustee may be indemnified for expenses and costs, including attorney's fees, actually and necessarily incurred by him, by action in court or otherwise, by reason of his being or having been such Trustee, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

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ARTICLE V
OFFICERS

SECTION ONE: Officers.

The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Trustees), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Trustees. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION TWO: Election and Term of Office.

The officers of the Corporation shall be elected annually by the Board of Trustees at the regular annual meeting of the Board of Trustees. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Trustees. Each officer shall hold the office until his successor shall have been duly elected and have been qualified.

SECTION THREE: Removal.

Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

SECTION FOUR: Vacancies.

A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Trustees for the unexpired portion of the term.

SECTION FIVE: President.

The President shall be the principal executive officer of the Corporation and shall, in general, supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the Members and of the Board of Trustees. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these By-laws or by statute to some other officer or agent of the Corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

SECTION SIX: Vice President.

In the absence of the President or in the event of his inability or refusal to act, the Vice President(s) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

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SECTION SEVEN: Treasurer.

If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Trustees shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Trustees; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Trustees.

SECTION EIGHT: Secretary.

The Secretary shall keep the minutes of the meetings of the Members of the Board of Trustees in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; by custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws; keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

SECTION NINE: Assistant Treasurers and Assistant Secretaries.

If required by the Board of Trustees, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Trustees shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Trustees.

ARTICLE VI

COMMITTEES

SECTION ONE: Committees of Trustees.

The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate one or more committees, each of which shall consist of two or more Trustees, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Trustees in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed on it or him by law.

A committee duly designated may perform the functions of any officer and the functions of any two or more officers may be performed by a single committee, including the functions of both President and Secretary.

SECTION TWO: Other Committees.

Other committees not having and exercising the authority of the Board of Trustees in the management of the Corporation may be designated by a resolution adopted by a majority of the Trustees

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present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such Committee shall be Members of the Corporation, and the President of the Corporation shall appoint the Members thereof. Any Member thereof may be removed by the person or persons authorized to appoint such Member whenever in their judgment the best interests of the Corporation shall be served by such removal.

SECTION THREE: Term of Office.

Each Member of a committee shall continue as such until the next annual meeting of the Members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such Member be removed from such committee, or unless such Member shall cease to qualify as a Member thereof.

SECTION FOUR: Chairman.

One Member of each committee shall be appointed chairman by the person or persons authorized to appoint the Members thereof.

SECTION FIVE: Vacancies.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION SIX: Quorum.

Unless otherwise provided in the resolution of the Board of Trustees designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION SEVEN: Rules.

Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board of Trustees.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION ONE: Contracts.

The Board of Trustees may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION TWO: Checks, Drafts, or Orders for Payment

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

SECTION THREE: Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Trustees may elect.

SECTION FOUR: Gifts.

The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Corporation.

ARTICLE VIII

CERTIFICATES OF MEMBERSHIP

SECTION ONE: Certificate of Membership.

The Board of Trustees may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board of Trustees may determine.

SECTION TWO: Issuance of Certificates.

When a Member has been elected to membership and has paid any Assessments that may then be required, a certificate of membership shall be issued in his name and delivered to him by the Secretary, if the Board of Trustees shall have provided for the issuance of certificates of membership under the provisions of Section One of this Article VIII.

ARTICLE IX

ANNUAL AND OTHER ASSESSMENTS

SECTION ONE: Fixed by Board.

The Board of Trustees shall fix, levy, collect, enforce and receipt for all Assessments authorized in the Declaration mentioned in Article II above and administered by the Corporation in accordance with the provisions of Article III of said Declaration. The rate may be adjusted from year to year by the Board of Trustees as the needs of the properties subject thereto may, in its judgment, require, subject, however, to the limitations prescribed in Section 3 of said Article III of said Declaration.

SECTION TWO: Due Date.

The Annual Assessments shall be payable monthly in advance on the first day of each month in each calendar year, subject to the limitations set forth in Article III, Section 6 of said Declaration. All other Assessments shall be payable as and when required by the Board of Trustees.

SECTION THREE: Default and Termination of Membership.

When any Member shall be in default in the payment of any Assessments for a period of thirty (30) days, his membership may

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thereupon be terminated by the Board of Trustees in the manner provided in Article II of these By-laws.

ARTICLE X

MISCELLANEOUS

SECTION ONE: Books and Records.

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Trustees, and committees having any of the authority of the Board of Trustees, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Corporation may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time.

SECTION TWO: Fiscal Year.

The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first (31st) day of December of each year.

SECTION THREE: Corporate Seal.

The Board of Trustees may provide a corporate seal, which shall be in the form of a circle inscribed "MADISONVILLE FARMS ASSOCIATION."

SECTION FOUR: Waiver of Notice.

Whenever any notice is required to be given under the provisions of the Articles of Incorporation or the By-laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENTS

SECTION ONE: Power of Trustees to Amend By-laws.

During the ten (10) years next succeeding the filing of the Articles of this Corporation in the Office of the Secretary of State in and for the State of Texas, the By-laws of this Corporation may be amended, repealed or added to, or new By-laws may be adopted by the vote or written assent of a majority of the members of the Board of Trustees.

SECTION TWO: Power of Members to Amend By-laws.

After the first ten (10) years next succeeding the filing of the Articles of this Corporation in the Office of the Secretary of State in and for the State of Texas, the By-laws of this Corporation may be amended, repealed, or added to, or new By-laws may be adopted by the vote or written assent of a majority of the Members entitled to vote at a meeting duly called for the purpose according to the Articles or By-laws.

No By-laws having heretofore been adopted governing the conduct of the internal affairs of this Corporation, and the foregoing By-laws which were presented to this meeting, being suitable for such purposes and their adoption being in the best interest of the

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Corporation, it is, therefore, RESOLVED on this 14th day of February, 1979, that the By-laws presented to this meeting become the By-laws of this Corporation effective forthwith.

It is further RESOLVED that the By-laws be authenticated as such by the certificate of the Secretary of this Corporation and placed in its minute book, and that a full and true copy thereof, certified by the Secretary, be kept at the principal office of the Corporation for inspection by the Trustees and the Members at all reasonable times during business hours.

JOE A. McDERMOTT

KEN KANGIESER

A. CARROLL BRODNAX

INITIAL BOARD OF TRUSTEES

Filed for record on the 26th day of March, A.D. 1979 at 3:00 O'clock P.M.
Recorded on the 5th day of April A.D. 1979 at 10:25 O'clock A.M.
Marie E. Graves
County Clerk, Madison County, Texas



BEDIAS CREEK

SOIL & WATER CONSERVATION DISTRICT #428

PO Box 488 {120 South Elm, Suite #110}
Madisonville, Texas 77864 (936) 348-2173

June 2, 2025

Honorable Judge Clark Osborne
Madison County Commissioners Court
Madison County Courthouse
103 West Main Suite #113
Madisonville, TX 77864

Dear Judge Osborne and Commissioners,

Enclosed is an updated "Contract for Services". This is the same contract approved last year; only dates have been changed. Attached is the Texas Agriculture Code, 201.152 that the contract references. Please review and return the contract to us in the enclosed stamped envelope.

The Bedias Creek Soil & Water Conservation District looks forward to working with you in the future as we do with Grimes and Leon Counties. Your past support has been necessary to benefit our district through the Texas State Matching Funds program. Leon County and **Madison County's** grant funds along with Northern Grimes allows us to fund the technical aid, dry hydrant programs, water flow, culvert design and other programs this district sponsors.

Thank you for your continued support.

Sincerely,

Kenda Mahaffey
District Clerk/Technician
BediasCreek@swcd.texas.gov

Charlie Price, Chairman **Stephen Petri**, Vice Chairman **Susan McMahan**, Secretary **Charles Nash**, Director **Zingara Manning**, Director
Oakwood *Madisonville* *North Zulch* *Leona* *Bedias*

Assisting land owners and land users with conservation challenges and programs. [LOOK FOR US ON FACEBOOK](#)

**BEDIAS CREEK SOIL AND WATER CONSERVATION DISTRICT #428
CONTRACT FOR SERVICES**

WHEREAS Madison County, Texas hereinafter **COUNTY**, a political subdivision of the State of Texas, has the authority, under Texas Agriculture Code, 201.152© to contribute funds to a conservation district for flood control and drainage

IT IS THEREFORE AGREED THAT:

1. The Bedia Creek Soil and Water Conservation District #428 will provide services to the residents of **COUNTY** as follows:
 - a. Respond to individuals and groups requesting technical aid concerning natural resources.
 - b. Work with the commissioners court, as requested, on soil and water problems.
 - c. Assist with dry hydrant design and installation.
 - d. Help with design work concerning water flow and culvert design.
 - e. Work with emergency programs, such as Emergency Watershed Protection and disaster programs.

TERM

THE TERM OF THIS AGREEMENT is one year beginning on January 1, 2026 and ending on December 31, 2026; unless earlier terminated by either party on thirty (30) days written notice.

CONSIDERATION

COUNTY agrees to donate to Bedia Creek Soil and Water Conservation District #428 the sum of \$1000.00 for the provision of the services described above.

Payment shall be made on or after January 1, 2026, and **BEFORE** March 1, 2026.

THIS AGREEMENT is effective on the date it is executed by Bedia Creek Soil and Water Conservation District #428 or upon acceptance, by order, of the Madison County Commissioners Court, whichever date is later in time.

BEDIAS CREEK SOIL & WATER
CONSERVATION DISTRICT #428

MADISON COUNTY, TEXAS



Charlie Price, Chairman

Madison County Judge

CLERK'S CERTIFICATION:

I, _____, County Clerk of Madison County, Texas, certify that the above agreement was accepted and agreed to by the Commissioners Court of Madison County, Texas on _____ 2025, in Order No. _____ recorded and filed in Volume _____, Page _____, of the Minutes of the Commissioners Court of Madison County, Texas.

County Clerk

Date

VERNON'S TEXAS STATUTES & CODES ANNOTATED AGRICULTURE CODE
TITLE 7 SOIL AND WATER CONSERVATION
CHAPTER 201. SOIL AND WATER CONSERVATION
SUBCHAPTER G. POWERS & DUTIES OF OTHER GOVERNMENTAL SUBDIVISIONS

§ 201.152. CONTRACTS FOR FLOOD CONTROL AND DRAINAGE.

(a) A county, city, water control and improvement district, drainage district, or other political subdivision may contract with a conservation district for the joint acquisition of rights-of-way or for joint construction or maintenance of dams, flood retention structures, canals, drains, levees, or other improvements for flood control and drainage related to flood control or for making the necessary outlets and maintaining them. The contracts and agreements may contain terms, provisions, and details that the governing bodies of the respective political subdivisions determine to be necessary under the facts and circumstances.

(b) A county, city, water control and improvement district, drainage district, or other political subdivision may contribute funds to a conservation district for the construction or maintenance of canals, dams, flood retention structures, drains, levees, and other improvements for flood control and drainage related to flood control or for making the necessary outlets and maintaining them. The political subdivision may contribute the funds regardless of whether title to the property is vested in the State of Texas or a Conservation district if the work to be accomplished is for the mutual benefit of the donor and the agency or political subdivision having title to the property on which the improvements are located.

(c) A county, city, water control and improvement district, drainage district, or other political subdivision may contribute funds to a conservation district for a specific purpose authorized by this chapter or for use in the exercise of any power or duty conferred on a Conservation district by this chapter that will benefit the Contributing district or political subdivision. All or part of any funds contributed by a county, city, water control and improvement district, drainage district, or other political subdivision to a conservation district may be used by the conservation district to match funds received from the state.

(d) For the purposes of this section, a county may expend permanent improvement funds or flood control funds levied in accordance with Article VIII, Section 1-a, of the Texas Constitution and Chapter 464, Acts of the 51st Legislature, Regular Session, 1949 (Article 7048a, Vernon's Texas Civil Statutes). A political subdivision other than a county may expend the appropriate funds of the subdivision for the purposes of this section.

Acts 1981, 67th Leg., p. 1480, ch. 388, § 1, eff. Sept. 1, 1981.
Amended by Acts 1995, 74th Leg., ch. 198, § 1, eff. Sept. 1, 1995.