

# Northbrook North Townhouse Association, Inc.

ACC-Architectural Application



**Northbrook North  
Improvement Application**

Submit to: c/o Randall Management  
6200 Savoy, Suite 420  
Houston, TX 77036  
Tel: 713-728-1126 \* Fax: 713-728-5015

**All exterior modifications to your property must be approved in advance by the ACC (Architectural Control Committee) of your homeowners association. The ACC will review your request to make sure that the improvement is consistent with the deed restrictions and compatible with the overall character and aesthetics of the community. Please provide as much detail as possible so that the ACC will properly understand your request. Without a complete description of your request, the application will be temporarily denied and returned pending receipt of the additional information requested. After you have completed this form, please return it along with specifications, material samples (if appropriate), plot plans, and/or drawings to Randall Management, Inc.**

Thank you for your cooperation and for complying with your Association documents.

Homeowner's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_

Describe the Improvement (you must be specific - attach a sketch, drawing or photo)

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

Location of the Improvement (attach a plot plan or sketch of location of the improvement)

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

**Material To Be Used** (attach sample if appropriate)

Paint (paint chips **required**) \_\_\_\_\_ Brick (type/color) \_\_\_\_\_

Roof Shingles (manufacturer/color/weight) \_\_\_\_\_

Metal (type) \_\_\_\_\_ Wood (type/grade) \_\_\_\_\_

Additional materials and/or comments \_\_\_\_\_

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

Planned Start Date: \_\_\_/\_\_\_/\_\_\_

Planned Completion Date: \_\_\_/\_\_\_/\_\_\_

Who will perform the work \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

I certify that the above information is true and accurate to the best of my knowledge. Any changes from the above will nullify this application and/or its approval by the committee. Work begun or completed prior to written approval of this application is subject to penalty including, but not limited to, forced removal if the application is ultimately denied.

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Committee use only: <b>Approved:</b> _____ <b>Conditionally Approved:</b> _____ <b>Denied:</b> _____		
<b>Explanation:</b> _____ _____		
<b>Signed:</b> _____	<b>Date:</b> _____	

# Northbrook North Townhouse Association, Inc.

Balance Sheet



B a l a n c e   S h e e t  
 NORTHBROOK NORTH TOWNHOUSE ASSOC.  
 For Month Ending July 31, 2022  
 Page 1

ASSETS

CURRENT ASSETS

10090	PETTY CASH		5,000.00	
10105	COMM ASSOC BANK CHKNG		73,951.53	
	RESERVES			
10205	COMM ASSOC BANK M/M	342,959.47	342,959.47	
	ACCOUNTS RECEIVABLE			
10235	A/R ASSESSMENTS	38,868.60		
10236	A/R OTHER	350.00		
10237	A/R FINES	11,366.40		
10239	A/R INSURANCE FEES	68,482.05		
10240	A/R LATE CHARGES	5,934.27		
10245	A/R LEGAL FEES	40,961.51	165,962.83	
10305	A/R LOAN		1,380.00	
10400	PREPAID INSURANCE		21,494.68	
				-----
	TOTAL CURRENT ASSETS			610,748.51

TOTAL ASSETS

-----  
 610,748.51  
 =====

LIABILITIES AND MEMBER'S EQUITY

CURRENT LIABILITIES

	PREPAIDS-HOA			
23100	PREPAIDS ASSESSMENTS	5,948.71	5,948.71	
				-----
	TOTAL CURRENT LIABILITIES			5,948.71

RESERVES

28100	BEGINNING YR BALANCE		356,875.37	
28250	2022 RESERVES		11,347.00	
28300	INTEREST INCOME		457.88	
28400	CAPITAL EXPENSES		-25,720.78	
				-----
	TOTAL RESERVES			342,959.47

MEMBER'S EQUITY

HOMEOWNERS CAPITAL

30405	RETAINED EARNINGS		78,973.34	
30466	ACCRUAL BASIS EQUITY		160,014.12	
				-----
	TOTAL HOMEOWNERS CAPITAL			238,987.46
	CURRENT YEAR EARNINGS		22,852.87	
				-----

B a l a n c e   S h e e t  
NORTHBROOK NORTH TOWNHOUSE ASSOC.  
For Month Ending July 31, 2022  
Page 2

MEMBER'S EQUITY	
TOTAL MEMBER'S EQUITY	261,840.33
	-----
TOTAL LIABILITIES AND MEMBER'S EQUITY	610,748.51
	=====

\*\*\* End of Report \*\*\*

Income Statement - Variance

NORTHBROOK NORTH TOWNHOUSE ASSOC.

For Month Ending July 31, 2022

Budget Variance Page 1

	***** Actual	Current Period Budget	***** Variance	***** Actual	Year to Date Budget	***** Variance	
	-----	-----	-----	-----	-----	-----	
<b>INCOME</b>							
41001	ASSOCIATION FEES	35,121.83	32,984.00	2,137.83	222,595.94	230,888.00	-8,292.06
41002	UNCOLLECTABLE ACCTS	0.00	-1,250.00	1,250.00	0.00	-8,750.00	8,750.00
41006	PROFIT-PRIOR YEAR	0.00	2,342.00	-2,342.00	0.00	16,394.00	-16,394.00
43040	CREDIT CARD TRAN FEES	30.00	0.00	30.00	210.00	0.00	210.00
43100	INTEREST INCOME	3.24	0.00	3.24	19.73	0.00	19.73
43125	FINES	0.00	150.00	-150.00	0.00	1,050.00	-1,050.00
43160	KEYS	120.00	0.00	120.00	205.00	0.00	205.00
43200	LATE FEES	56.64	50.00	6.64	2,657.24	350.00	2,307.24
43400	LEGAL FEES	0.00	500.00	-500.00	2,262.87	3,500.00	-1,237.13
43500	MISCELLANEOUS INCOME	100.00	8.00	92.00	225.00	56.00	169.00
		-----	-----	-----	-----	-----	-----
TOTAL INCOME		35,431.71	34,784.00	647.71	228,175.78	243,488.00	-15,312.22
<b>EXPENSES</b>							
<b>ADMINISTRATIVE EXP</b>							
62015	AUDIT	0.00	150.00	150.00	360.00	1,050.00	690.00
62020	BANK CHARGES	417.98	185.00	-232.98	1,941.16	1,295.00	-646.16
62120	COPIES	28.80	75.00	46.20	383.30	525.00	141.70
62140	LEGAL-CORPORATE	0.00	500.00	500.00	4,266.25	3,500.00	-766.25
62141	LEGAL COLLECTIONS	0.00	750.00	750.00	643.10	5,250.00	4,606.90
62150	LICENSE/FEES/PERMITS	0.00	33.00	33.00	499.96	231.00	-268.96
62160	MANAGEMENT FEE	1,700.00	1,700.00	0.00	11,900.00	11,900.00	0.00
62165	MEETINGS	0.00	22.00	22.00	0.00	154.00	154.00
62200	OFFICE-MISCELLANEOUS	181.94	250.00	68.06	1,738.89	1,750.00	11.11
62240	TAXES	0.00	100.00	100.00	858.51	700.00	-158.51
62285	POSTAGE	180.91	100.00	-80.91	1,105.09	700.00	-405.09
		-----	-----	-----	-----	-----	-----
TOTAL ADMINISTRATIVE EXP		2,509.63	3,865.00	1,355.37	23,696.26	27,055.00	3,358.74
<b>UTILITY EXPENSES</b>							
63200	ELECTRICITY	733.14	650.00	-83.14	5,502.16	4,550.00	-952.16
63300	WATER & SEWER	13,927.94	10,833.00	-3,094.94	78,998.81	75,831.00	-3,167.81
		-----	-----	-----	-----	-----	-----
TOTAL UTILITY EXPENSES		14,661.08	11,483.00	-3,178.08	84,500.97	80,381.00	-4,119.97
<b>CONTRACTS</b>							
64130	TRASH SERVICE	1,237.78	1,250.00	12.22	8,664.46	8,750.00	85.54
64142	SECURITY CAMERAS	0.00	25.00	25.00	0.00	175.00	175.00
64150	PEST CONTROL	0.00	83.00	83.00	0.00	581.00	581.00
64195	PATROL	1,702.75	1,833.00	130.25	14,262.75	12,831.00	-1,431.75
64210	TELEPHONE-INTERNET	343.79	238.00	-105.79	2,272.83	1,666.00	-606.83
64215	TELEPHONE-POOL	0.00	75.00	75.00	535.84	525.00	-10.84
		-----	-----	-----	-----	-----	-----
TOTAL CONTRACTS		3,284.32	3,504.00	219.68	25,735.88	24,528.00	-1,207.88

Income Statement - Variance

NORTHBROOK NORTH TOWNHOUSE ASSOC.

For Month Ending July 31, 2022

Budget Variance Page 2

	***** Actual	Current Period Budget	***** Variance	***** Actual	Year to Date Budget	***** Variance
<b>EXPENSES</b>						
<b>MAINTENANCE</b>						
65100 BUILDING/STRUCTURAL	0.00	417.00	417.00	0.00	2,919.00	2,919.00
65300 ELECTRICAL	0.00	0.00	0.00	1,285.00	0.00	-1,285.00
65450 FENCE & GATE REPAIRS	0.00	208.00	208.00	0.00	1,456.00	1,456.00
65510 LANDSCAPE REPLACEMENT	1,550.00	200.00	-1,350.00	5,850.00	1,400.00	-4,450.00
65550 MAINT. PAYROLL	5,782.45	7,500.00	1,717.55	40,379.50	52,500.00	12,120.50
65600 MISCELLANEOUS REPAIRS	0.00	166.00	166.00	0.00	1,162.00	1,162.00
65750 PLUMBING REPAIR	250.00	83.00	-167.00	950.00	581.00	-369.00
65775 POOL REPAIRS/SUPPLIES	966.18	167.00	-799.18	2,522.95	1,169.00	-1,353.95
65780 POOL TAGS	0.00	17.00	17.00	305.96	119.00	-186.96
65800 ROOF REPAIRS	0.00	458.00	458.00	0.00	3,206.00	3,206.00
65900 SUPPLIES	4,014.55	3,000.00	-1,014.55	29,562.28	21,000.00	-8,562.28
<b>TOTAL MAINTENANCE</b>	<b>12,563.18</b>	<b>12,216.00</b>	<b>-347.18</b>	<b>80,855.69</b>	<b>85,512.00</b>	<b>4,656.31</b>
<b>INSURANCE</b>						
66100 PROPERTY INSURANCE	15,147.22	9,583.00	-5,564.22	81,478.27	67,081.00	-14,397.27
66150 OWNER INSURANCE INCOME	-10,857.88	-8,333.00	2,524.88	-106,539.90	-58,331.00	48,208.90
66300 HEALTH INSURANCE	0.00	100.00	100.00	0.00	700.00	700.00
<b>TOTAL INSURANCE</b>	<b>4,289.34</b>	<b>1,350.00</b>	<b>-2,939.34</b>	<b>-25,061.63</b>	<b>9,450.00</b>	<b>34,511.63</b>
<b>PAYROLL TAXES &amp; FEES</b>						
67100 PAYROLL PROCESSING	345.21	203.00	-142.21	2,570.37	1,421.00	-1,149.37
67200 PAYROLL TAXES (FICA)	244.85	450.00	205.15	1,609.27	3,150.00	1,540.73
67220 FUTA TAXES	0.00	15.00	15.00	42.00	105.00	63.00
67230 TX SUI TAXES	0.00	15.00	15.00	27.10	105.00	77.90
<b>TOTAL PAYROLL TAXES &amp; FEES</b>	<b>590.06</b>	<b>683.00</b>	<b>92.94</b>	<b>4,248.74</b>	<b>4,781.00</b>	<b>532.26</b>
<b>OTHER EXPENSES</b>						
68150 COMMUNITY EXPENSES	0.00	29.00	29.00	0.00	203.00	203.00
68155 OTHER EXPENSES	0.00	33.00	33.00	0.00	231.00	231.00
<b>TOTAL OTHER EXPENSES</b>	<b>0.00</b>	<b>62.00</b>	<b>62.00</b>	<b>0.00</b>	<b>434.00</b>	<b>434.00</b>
70000 RESERVES	1,621.00	1,621.00	0.00	11,347.00	11,347.00	0.00
<b>TOTAL EXPENSES</b>	<b>39,518.61</b>	<b>34,784.00</b>	<b>-4,734.61</b>	<b>205,322.91</b>	<b>243,488.00</b>	<b>38,165.09</b>
<b>NET EXCESS/ (DEFICIT)</b>	<b>-4,086.90</b>	<b>0.00</b>	<b>-4,086.90</b>	<b>22,852.87</b>	<b>0.00</b>	<b>22,852.87</b>

\*\*\* End of Report \*\*\*

# Northbrook North Townhouse Association, Inc.

Insurance - Other







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Ted W. Allen & Associates, Inc. 17004 Grant Rd  Cypress TX 77429-1260		<b>CONTACT NAME:</b> Pamela Lyons <b>PHONE (A/C, No, Ext):</b> (281) 378-7500 <b>FAX (A/C, No):</b> (281) 378-7501 <b>E-MAIL ADDRESS:</b> paml@tedwallen.com	
<b>INSURED</b>  Northbrook North Townhouses Association, Inc. Randall Management Company 6200 Savoy Drive, Suite 420 Houston TX 77036-3324		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Scottsdale Insurance Company <b>INSURER B:</b> Service Lloyds Insurance Co. <b>INSURER C:</b> Continental Casualty Ins. Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 41297  20443	


**COVERAGES**                      **CERTIFICATE NUMBER:** CL2222517515                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Severability of Interests  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPS7524255	02/16/2022	02/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			XBS0156487	02/16/2022	02/28/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SLICWC0437200	07/08/2021	07/08/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability (Includes Property Management)			0619089362	02/28/2022	02/28/2023	Annual Aggregate \$1,000,000 Deductible/SIR \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Location: 6302-6478 Creekbend, 10602-10838 Sandpiper, , Houston TX 77096 126 total units  
30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium. Severability of Interests included.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Insured Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



# Northbrook North Townhouse Association, Inc.

Articles of Incorporation



Northbrook North Townhouse Association, Inc.

Articles of Incorporation

Declaration of Covenants, Conditions and Restrictions

And

Bylaws



NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.

ARTICLES OF INCORPORATION

TABLE OF CONTENTS

Article I. Corporate Name.....	1
Article II. Corporate Status.....	1
Article III. Duration.....	1
Article IV. Purposes.....	1
Article V. Registered Agent and Registered Agent.....	3
Article VI. Trustees.....	3
Article VII. Incorporators.....	4
Article VIII. Membership.....	4
Article IX. Voting Rights.....	5
Article X. Dissolution.....	5

ARTICLES OF INCORPORATION

OF

NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas

JUL 11 1973

*Bill [unclear]*  
Secretary of State

We, the undersigned and natural persons of the age twenty-one years or more, at least two 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

CORPORATE NAME

The name of the corporation is NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.

ARTICLE II

CORPORATE STATUS

The corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of its duration is perpetual.

ARTICLE IV

PURPOSES

The corporation (sometimes herein called the "Association") is formed for the purposes of providing for maintenance and preservation of the residence Lots and Common Properties within those two certain tracts of property described as: (a) Phase II of NORTHBROOK VILLAGE Planned Unit Development Section One (1), a residential subdivision of 30.3280 acres in the B.B.B. & C.R.R. Survey, A-180, Harris County, Texas, according to the Subdivision Plat thereof recorded in the records of Harris County, Texas, or any subsequently recorded replat thereof, and (b) Phase II West of NORTHBROOK VILLAGE Planned Unit Development Section One (1), a residential subdivision of 3.6.86 acres in the B.B.B. & C.R.R. Survey, A-180, Harris County, Texas, according to the Subdivision

Flat thereof recorded in the records of Harris County, Texas, or any subsequently recorded replat thereof, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes and to

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the aforesaid property and recorded in the Records of Harris County, Texas and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

4. borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. dedicate, sell or transfer all or any part of the properties under its control to any public agency, authority or utility for such purposes and subject to such conditions as it may determine;

6. enter into maintenance agreements for the maintenance

of all Common Properties (as that term is defined in the Declaration) and such other property described in the Declaration as the Board of Trustees or members shall deem to be in the best interest of the Association;

7. arrange for and obtain insurance covering all or any part of the property described in the Declaration (including Lots and any improvements thereon) and covering such risks as the Board of Trustees or members shall deem to be in the best interest of the Association; to assess and collect the premiums for such insurance coverage as a common expense or charge pursuant to the terms of the Declaration;

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

#### ARTICLE V

##### REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the corporation is 6402 Bankside, Houston, Texas 77035, and the name of its initial registered agent at such address is Alan E. Clark.

#### ARTICLE VI

##### TRUSTEES

The affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association. The number of trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial trustees until January 31, 1975, or until the selection of their successors, are:



<u>Name</u>	<u>Address</u>
Alfred E. Dishman	6402 Bankside Houston, Texas 77035
William G. Dwyer	6402 Bankside Houston, Texas 77035
Alexander R. Spellman	6402 Bankside Houston, Texas 77035
Jerry W. Baker	6402 Bankside Houston, Texas 77035
James J. Gallagher	6402 Bankside Houston, Texas 77035

At the first annual meeting beginning in 1975 the members shall elect one trustee for a term of one year, two trustees for a term of two years and two trustees for a term of three years; and at each annual meeting thereafter the members shall elect a trustee, or trustees, as the case may be, for a term of three years to replace the outgoing trustee or trustees, as the case may be.

#### ARTICLE VII

##### INCORPORATORS

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Bill E. Henry	351 Esperson Building Houston, Texas 77002
Charles S. Turet, Jr.	351 Esperson Building Houston, Texas 77002
Howard T. Ayers, Jr.	351 Esperson Building Houston, Texas 77002

#### ARTICLE VIII

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject to a maintenance charge assessment by the Association (hereinafter referred to as a "Lot" or "Lots"), such persons or entities being hereinafter referred to as an "Owner", shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to

and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

#### ARTICLE IX

##### VOTING RIGHTS

The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Article VIII except for the Class B member. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VIII. When more than one person holds such interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Venture 80 Homes, Inc., the Declarant as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article VIII; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1975.

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

#### ARTICLE X

##### DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for



# Northbrook North Townhouse Association, Inc.

Bylaws



NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.

BYLAWS

Table of Contents

Article I. Name and Location .....	- 1 -
Article II. Definitions.....	- 1 -
§ 1. Association.....	- 1 -
§ 2. Properties.....	- 1 -
§ 3. Common Properties.....	- 1 -
§ 4. Lot.....	- 2 -
§ 5. Owner.....	- 2 -
§ 6. Declarant.....	- 2 -
§ 7. Declaration.....	- 2 -
§ 8. Member.....	- 2 -
Article III. Meeting of Members .....	- 2 -
§ 1. Annual Meetings.....	- 2 -
§ 2. Special Meetings.....	- 3 -
§ 3. Notice of Meetings.....	- 3 -
§ 4. Quorum.....	- 3 -
§ 5. Proxies.....	- 4 -
Article IV. Board of Trustees.....	- 4 -
§ 1. Board of Trustees.....	- 4 -
§ 2. Term of Office.....	- 4 -
§ 3. Nomination.....	- 5 -
§ 4. Election.....	- 5 -
§ 5. Removal.....	- 5 -
§ 6. Compensation.....	- 6 -
§ 7. Action Taken Without a Meeting.....	- 6 -
Article V. Meetings of Trustees .....	- 6 -
§ 1. Regular Meetings.....	- 6 -
§ 2. Special Meetings.....	- 6 -
§ 3. Quorum.....	- 7 -
Article VI. Powers and Duties of the Board of Trustees .....	- 7 -
§ 1. Powers.....	- 7 -
§ 2. Duties.....	- 8 -
Article VII. Officers and Their Duties .....	- 9 -
§ 1. Enumeration of Officers.....	- 9 -
§ 2. Election of Officers.....	- 9 -
§ 3. Term.....	- 9 -
§ 4. Special Appointments.....	- 9 -
§ 5. Resignation and removal.....	- 9 -
§ 6. Vacancies.....	- 10 -
§ 7. Multiple offices.....	- 10 -
§ 8. Duties.....	- 10 -
(a) President.....	- 10 -
(b) Vice-President.....	- 10 -
(c) Secretary.....	- 10 -

NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.

BYLAWS

(d) Treasurer.....	- 11 -
Article VIII. Committees.....	- 11 -
Article IX. Books and Records.....	- 11 -
Article X. Assessments.....	- 12 -
Article XI. Corporate Seal.....	- 12 -
Article XII. Amendments.....	- 13 -
§ 1. Amendment.....	- 13 -
§ 2. Conflict.....	- 13 -
Article XIII. Miscellaneous.....	- 13 -

BYLAWS  
OF  
NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Northbrook North Townhouse Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6402 Bankside, Houston, Texas 77035, but meetings of members and trustees may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Trustees.

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to Northbrook North Townhouse Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Properties" shall mean all property owned by the Association for the common use and enjoyment of its members.

Section 4. "Lot" shall mean and refer to that portion of any Building Site shown upon any recorded subdivision map of the Properties on which there is or will be constructed a single family residential unit ("townhouse").

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" shall mean and refer to Venture 80 Homes, Inc., the Declarant in the Declaration, and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to Phase II of NORTHBROOK VILLAGE Planned Unit Development Section One (1), and Phase II West of NORTHBROOK VILLAGE Planned Unit Development Section One (1), residential subdivisions in Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

#### ARTICLE III

##### MEETING OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting



of the members of the Association shall be held on the third Wednesday in January of each year beginning in 1975, at 10:00 a.m. at the principal office of the Association or at such other time or place as determined by the Board of Trustees. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The failure to hold the regular annual meeting at the designated time shall not work a dissolution of the Association.

Section 2. Special meetings. Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon the written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fifth

(1/5) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF TRUSTEES

Section 1. Board of Trustees. The affairs of this Association shall be managed by a Board of not less than five (5) Trustees, who need not be members of the Association. The number of Trustees may be increased or decreased from time to time by amendment of the Bylaws in accordance with Article XIII.

Section 2. Term of office. The initial trustees for the Association set forth in the Articles of Incorporation shall hold office until the 1975 annual meeting. At the annual meeting of 1975, the members shall elect one trustee for a term of one year, two trustees for a term of two years and two trustees for a term of three years; at each annual meeting thereafter the members shall elect that number of trustees equal to the number

of trustees whose terms expire at such time for a term of three years.

Section 3. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 4. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a trustee, his successor shall be selected by the re-

maining members of the Board and shall serve for the unexpired term of his predecessor.

Section 6. Compensation. No trustee shall receive compensation for any service he may render to the Association; provided, however, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action taken without a meeting. The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

#### ARTICLE V

##### MEETINGS OF TRUSTEES

Section 1. Regular meetings. Regular meetings of the Board of Trustees shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The failure to hold any regular meeting shall not work a dissolution of the Association nor impair the powers, rights and duties of the Association's officers and trustees.

Section 2. Special meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association or by any trustee after not less than three (3)

days notice to each trustee, which notice may be waived at or prior to such meeting.

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

#### ARTICLE VI

##### POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

(a) Suspend the voting rights and right to the use of any facilities or services provided by the Association of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment or services. \*

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) to fix the amount of the annual assessment against properties subject to the jurisdiction of the Association and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

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

(e) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities

owned by the Association; and

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

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

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

Section 2. Election of officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

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

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

Section 5. Resignation and removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall

take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple offices. No person shall simultaneously hold more than one office except the office of vice-president, secretary, treasurer and/or special offices created pursuant to Section 4 of this Article.

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

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

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

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of



the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by members of the Association during normal business hours.

#### ARTICLE VIII

##### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE IX

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available

for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE X

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association certain annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. In the event a member's assessment is delinquent, he and members of his immediate family residing with him and his guests may be denied use of any recreational common facility of the Common Properties. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any of the facilities or services provided by the Association or by abandonment of his Lot.

#### ARTICLE XI

##### CORPORATE SEAL

The Association shall have a seal in circular form having

within its circumference the name of the Association and the word "Texas".

#### ARTICLE XII

##### AMENDMENTS

Section 1. Amendment. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### ARTICLE XIII

##### MISCELLANEOUS

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

CERTIFICATION

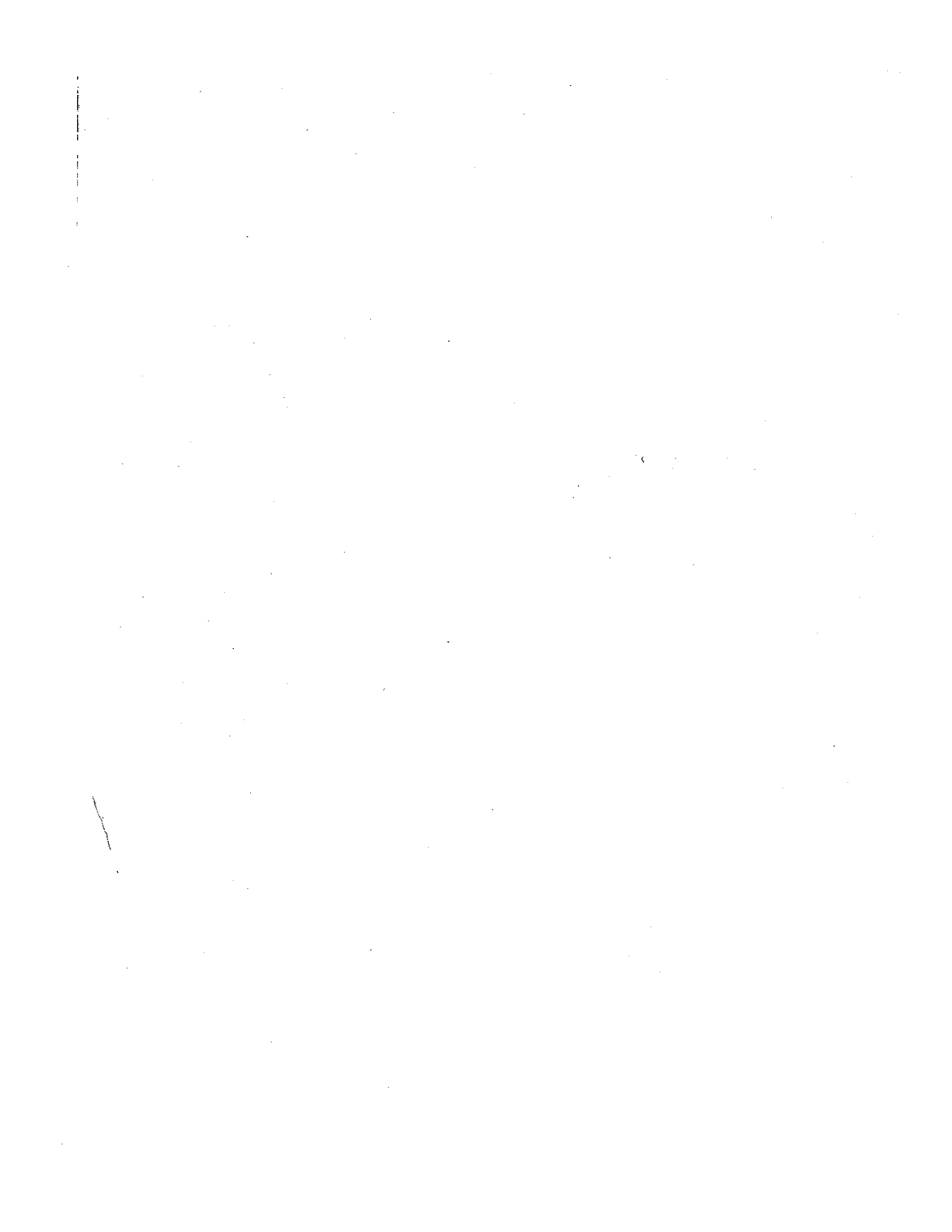
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Northbrook North Townhouse Association, Inc., a Texas non-profit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the unanimous written consent of the Board of Trustees in lieu of an organization meeting pursuant to Articles 1396-3.05 and 1396-9.10 of the Texas Non-Profit Corporation Act, effective on the 12th day of July, 1973.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on this 2 day of August, 1973.

Alfred B. Dishman, Jr.  
Secretary



# Northbrook North Townhouse Association, Inc.

Declaration / CC&Rs





AGREEMENT

For the purposes herein stated, the Association, acting by and through its Board of Trustees, hereby covenants and agrees as follows:

1. The Declaration defines and designates certain portions of the Subdivision as "Common Properties" and "Common Facilities". Contemporaneously herewith, the Common Properties and Common Facilities in the Subdivision have been conveyed by Venture 80 Homes, Inc. (the developer of the Subdivision) to the Association. The Association covenants and agrees that the written approval of Mortgage Lenders relative to any portion of the Subdivision must be obtained prior to any alienation, release, transfer, hypothecation, encumbrance, partition or subdivision by the Association of any portion of the Common Properties or Facilities, except as permitted or contemplated in Article V, Section 3 of the Declaration.

2. The Declaration creates and imposes certain obligations on each Owner of a Lot in the Subdivision, and further provides certain remedies in favor of the Association to secure the Association in the performance of such obligations by such Owners. The Association covenants and agrees to give to the applicable Mortgage Lender prompt notice of any default in the performance of such obligations by the Owner of any Lot in the Subdivision covered by a lien in favor of such Mortgage Lender, which default has remained unremedied for a period of thirty (30) days.

3. The Association covenants and agrees that any Mortgage Lender shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice of such intention, and, upon written request therefor, to receive annual reports and other reasonable financial data and notice of the meetings of the Association. Each Mortgage Lender shall have the right to designate a representative to attend all meetings of the Association.

115-16-1062



4. The Association covenants and agrees to deliver to all Mortgage Lenders (except as hereinafter provided in connection with matters involving specific Lots) written notice of:

A. Any proposal by the Association to its Members that any of the following actions be taken:

(i) abandonment or termination of the Subdivision, by replat or otherwise, or abandonment or termination of the single family residential character of the Lots in the Subdivision, or abandonment or termination of the recreational and common use character of the Common Properties and Facilities in the Subdivision (except as permitted or contemplated in Article V, Section 3 of the Declaration);

(ii) Material amendment to the Declaration, or to the By-Laws or Articles of Incorporation of the Association;

(iii) termination of professional management of the Common Properties and Facilities and assumption by the Association of self-management thereof.

B. Substantial damage to or destruction of any part of the Common Properties or Facilities, and notice to the Mortgage Lender holding the lien thereon, of substantial damage to or destruction of any townhouse.

C. The institution of any condemnation proceedings, or the threat or contemplation thereof (if known to the Association) relative to any portion of the Subdivision, and to provide the Mortgage Lenders as much information as shall be available to the Association relative to such pending, threatened or contemplated condemnation proceedings.

5. The covenants and agreements by the Association contained herein are intended to be enforceable by and to inure to the benefit of all Mortgage Lenders and all Members of the Association. However, to be entitled to receive the notices herein provided to be delivered to the Mortgage Lenders by the Association, each such Mortgage Lender, upon perfecting a lien covering any portion of the Subdivision, shall deliver to the Association a written notice identifying the Mortgage Lender involved, the lot or lots affected by the lien(s) in favor of such Mortgage Lender, the name of the

116-16-1063

116-16-1064

Owner(s) of such lot(s) and specifying an address to which such notices from the Association are to be sent. Such notice to the Association shall be sent to the address of the registered agent of the Association on file from time to time in the records of the Secretary of State of the State of Texas. Unless and until such notice containing such information is delivered to the Association by such mortgagee, the Association shall have no obligation to deliver such notices to such Mortgage Lender. Each Mortgage Lender shall have the right to change such designated address from time to time by written notice thereof delivered to the Association.

EXECUTED this the 14<sup>th</sup> day of February, 1975, to be effective December 1, 1974.

NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC. *102*

BY: *[Signature]* Member,  
Board of Trustees

BY: *[Signature]* Member,  
Board of Trustees

BY: *[Signature]* Member,  
Board of Trustees

BY: *[Signature]* Member,  
Board of Trustees

BY: *[Signature]* Member,  
Board of Trustees

THE STATE OF TEXAS

COUNTY OF

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared JERRY W. BAKER, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.



Walter Handley  
Notary Public in and for  
Harris County, Texas

116-16-1065

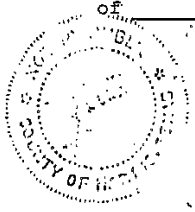
THE STATE OF TEXAS

COUNTY OF

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared WALTER HANDELY, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.



Willie Norton Sieh  
Notary Public in and for  
Harris County, Texas

WILLIE NORTON SIEH  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975.

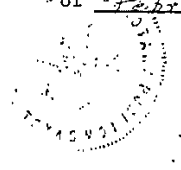
THE STATE OF TEXAS

COUNTY OF

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared NACK SCOTT, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.



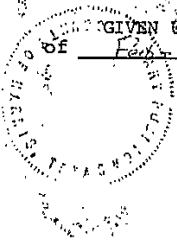
Walter Handley  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §  
§  
COUNTY OF §

116-16-1068

BEFORE ME, the undersigned authority, on this day personally appeared DAVID SCHLUND, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.



Matthew Handley  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §  
§  
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared OLIVIA MURPHY, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.



Matthew Handley  
Notary Public in and for  
Harris County, Texas

0932964

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Phase II and Phase II West of Northbrook Village Planned Unit Development Section One)

15

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

30-5280  
over

THIS DECLARATION, made on the date hereinafter set forth by VENTURE 80 HOMES, INC., a corporation, hereinafter called "Declarant."

3850  
al

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article III of this Declaration and desires to create thereon a residential townhouse community with designated "Lots" and "Common Properties" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

Whereas, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties and Common Facilities, and to this end, desires to subject the real property described in Article III together with such additions as may hereafter be made thereto (as provided in Article III hereof) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

Whereas, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Properties and Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall cause NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC. to be incorporated under the laws of the State of Texas, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III, and such additions thereto as may hereafter be made pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein as "covenants and restrictions") hereinafter set forth.

#### ARTICLE I

##### Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., its successors and assigns, as provided for herein.

(b) "The Properties" shall mean and refer to the properties described in Article III hereof and respectively depicted on the Subdivision Plats, which are subject to this Declaration, and any additions thereto which are subject to any Supplemental Declaration under the provisions of Article III hereof. "Phase II" shall mean and refer to Phase II of Northbrook Village Planned Unit Development Section One (1), and "Phase II West" shall mean and refer to Phase II West of Northbrook Village Planned Unit Development Section One (1).

(c) "Common Properties" shall mean and refer to all those areas of land within the Properties except the dedicated

public streets shown on the Subdivision Plats, and portions of the Building Sites shown the Phase II Subdivision Plat which are or are intended to be conveyed by Declarant to purchasers of Townhouses, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of such Subdivision Plat. It is the intention of Declarant to develop the Properties so that portions thereof (the Common Properties) shall be owned and maintained by and subject to the authority of the Association. In addition to the Common Properties situated outside the Building Sites in Phase II, certain portions of such Building Sites will be utilized as the site for carports and related appurtenances for the use of the Owner of the adjoining Lot, and will not be conveyed to the purchaser of the Town- houses on such adjoining Lot. Therefore, all portions of the Building Sites in Phase II not conveyed or not intended to be conveyed to purchasers of Townhouses shall be Common Properties and shall be conveyed to the Association concurrently with the conveyance to the Association of the balance of the Common Properties.

(d) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties except those as may be expressly excluded herein. In some instances Common Facilities may consist of improvements for the use and benefit of the Owners of all of the Lots constructed on portions of one or more Lots. By way of illustration, Common Facilities may include, but not

necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; private streets; common driveways; guest parking spaces; carports; landscaping; and other similar or appurtenant improvements.

(e) "Building Site" shall mean and refer to any of the plots of land designated numbers One (1) through Eighteen (18) on the Phase II Subdivision Plat, or any amendments thereto or replats thereof. "Unit" shall mean and refer to any of the plots of land depicted and respectively designated numbers One (1) through Thirty (30) on the Phase II West Subdivision Plat, or any amendments thereto or replats thereof

(f) "Lot" shall mean and refer to that portion of any Building Site in Phase II on which there is or will be constructed a single family townhouse and which is or is intended to be conveyed by Declarant to purchasers of Townhouses, and to each of the Units in Phase II West. Declarant shall be the owner of all Lots other than those Lot which Declarant conveys in fee simple by recordable deed subsequent to the date hereof. In all contracts, deeds, conveyances, mortgages, deeds of trust, releases and other legal instruments, each Lot in Phase II shall be described by metes and bounds, and each Lot in Phase II West shall be described by reference to the appropriate Unit depicted on the Phase II West Subdivision Plat, unless Declarant, subsequent to the date hereof, shall elect to record a replat of Phase II depicting the Lots thereon, whereupon description of Lots in Phase II shall be by reference to such replat.

0811.77.001



(g) "Townhouse" shall mean and refer to a single family residential unit constructed on a Lot as part of a residential building containing two or more such single family residential units.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section I, hereof.

(j) "Phase II Subdivision Plat" shall mean and refer to the map or plat of Phase II of Northbrook Village Planned Unit Development Section One (1) recorded in Volume 184, Page 117 of the Map Records of Harris County, Texas, or any subsequently recorded replat thereof. "Phase II West Subdivision Plat" shall mean and refer to the map or plat of Phase II West of Northbrook Village Planned Unit Development Section One (1) recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Map Records of Harris County, Texas, or any subsequently recorded replat thereof. "The Subdivision Plats" shall mean and refer collectively to both the foregoing Subdivision Plats.

JS 11-77-CQ1

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. In addition, Declarant has heretofore reserved, created and dedicated by separate recorded instruments utility easements in favor of public utilities companies, municipal and other governmental authorities servicing the Properties as shown and provided in such separate, recorded instruments. All dedications, limitations, restrictions and reservations shown on the Subdivision Plats and evidenced by such separate, recorded instruments are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying any part of the Properties.

Section 2. Each Lot and the property included in the Common Properties shall be subject to a temporary easement for ingress, egress, encroachments and overhangs during and in connection with the construction of improvements on adjacent property, and a permanent easement for minor encroachments due to the settling of structures erected on adjoining property.

Section 3. Declarant reserves the right to create, grant, dedicate and reserve all necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, water, gas, sewers, or any other utility Declarant sees fit to install in, across and/or

100  
L  
L  
1100

under the Properties, and there is hereby created an easement upon, across, over and under all of the Properties for ingress and egress, installing, replacing, repairing and maintaining all such utilities and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Properties and roofs and exterior walls of the Townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the property until approved by Declarant or the Association's Board of Trustees. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement by separate recordable instrument, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. At such time as Declarant has created the necessary easements for installing and maintaining of utilities over specific portions of the Properties, Declarant shall execute and record an instrument designating the portions of the Properties to be subject to the rights and easements described in this Article II, Section 3, and releasing the remaining portions of the Properties from said rights and easements.

Section 4. An underground electric distribution system will be installed within the Properties, and the Properties shall be designated an Underground Residential Subdivision. The Owner of each Townhouse in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local

governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each Townhouse shall, at his own cost, furnish, install own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the Townhouse constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Townhouse in the Underground Residential Subdivision shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 5. Easements for underground service may be crossed by driveways and walkways with the prior approval of the utility company furnishing electric service. Such easements for underground service shall be kept clear of all improvements, including buildings, patios or other pavings, other than crossing walkways or driveways. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the Properties by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon said property or any part thereof to serve said property or any other portions of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 7. An easement is hereby granted upon and across the guest parking spaces indicated on the Subdivision Plans and upon and across all areas within four (4) feet on either side of the center line of all portions of the Common Properties constructed for and utilized as sidewalks; provided, however, that such easement shall not cover any area included within the portion of a Lot on which a Townhouse is situated. Such easement shall be for the common use and benefit of all Owners and their families, guests or invitees, and their right to use the same for ingress and egress shall be had at all times, except as may be limited by the Board of Trustees of the Association. The Association shall have the right to remove or require the removal of any obstruction that may be placed in such easement that would constitute interference with its intended use.

1001-27-001

Section 8. Any "Private Street" indicated and designated as such on the Subdivision Plats shall be construed to be an easement available for the general use of the Owners of the Lots and for public access for the benefit of the Lots to the extent required by applicable governmental regulations.

Section 9. Each Lot and the property included in the Common Properties shall be subject to an easement for encroachment by the curb line of any Private Street situated in the Common Properties onto said Lots and/or Common Properties to the extent and subject to the limitations hereinafter set forth: Said easement shall be up to one (1) foot in width and shall be along and parallel to the outside boundaries of such Private Streets where such boundaries are common with boundary lines of said Lots and/or Common Properties; provided however, that such easement shall not cover any area included within the portion of a Lot on which a Townhouse is situated.

7001-77-001

ARTICLE III

Property Subject to This Declaration:  
Additions or Modifications Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is (a) Phase II of NORTHBROOK VILLAGE Planned Unit Development Section One (1), a residential subdivision of 30.3280 acres in the B.B.B. & C.R.R. Survey, A-180, Harris County, Texas, according to the Subdivision Plat thereof recorded in the records of Harris County, Texas, or any subsequently recorded replat thereof, and (b) Phase II West of NORTHBROOK VILLAGE Planned Unit Development Section One (1), a residential subdivision of 3.6186 acres in the B.B.B. & C.R.R. Survey, A-180, Harris County, Texas, according to the Subdivision Plat thereof recorded in the records of Harris County, Texas, or any subsequently recorded replat thereof, all of which real property is sometimes hereinafter referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared and submitted to and approved by a two-thirds (2/3) vote of the Members of the Association. Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) an indication of the size and location of the additional properties, proposed land uses and the general nature of proposed private improvements; (2) the approximate size and location of Common Properties proposed; (3) the general nature of proposed Common Facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses. Unless otherwise stated therein, such General Plan shall not bind the Declarant, its successors and assigns, to make any additions proposed or to adhere to the Plan in any subsequent development of a tract of land once proposed as an addition to the Existing Property but not so added. Any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property

100  
4  
1000

and the execution thereof by the Association shall constitute all requisite evidence of the required approval thereof by the Members of the Association. Such Supplemental Declaration may contain such complementary additions and/or modifications of the covenants, conditions and restrictions contained in this Declaration as may be applicable to the additional lands and as are consistent with the approved General Plan.

(b) Other Additions. Upon the approval of the Association by a two-thirds (2/3) vote of its Members, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file for record a Supplemental Declaration of Covenants, Conditions and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, conditions and restrictions established by this Declaration.



ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the jurisdiction of the Association shall be a Member of the Association, provided that any such person or entity who holds an interest in any such Lot or Lots merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Section 1, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required by Section 1; provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1976.

185-22-1805

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Section 3. Board of Trustees: The Association shall act through a five (5) member Board of Trustees elected annually in the month of January, beginning in January, 1976. The initial Board of Trustees, which shall serve through January 31, 1976, shall be composed of Alfred E. Dishman, William G. Dwyer, Alexander R. Spellman, Jerry W. Baker and James J. Gallagher. Any vacancy on the Board of Trustees from whatever cause may be filled by the remaining member or members.

Section 4. Bylaws. The Association may make whatever rules or Bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. Non-Profit Corporation. A non-profit corporation may be organized to assume and perform the duties and functions of the Association. Upon the organization of such corporation, all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

#### ARTICLE V

##### Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties and Common Facilities. The Declarant may retain the legal title to the Common Properties and Common Facilities until such time as it has completed improvements thereon and until such time as, in the sole opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties and Common Facilities to the Association not later than January 1, 1976.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and Common Facilities and in aid thereof to mortgage said properties and facilities. In the event of a default upon any such mortgage, the lender's rights thereunder shall be limited to the right, after taking possession of such properties and facilities, to charge admission and other fees as a condition to continued enjoyment of the Members of recreational facilities constructed on Common Properties and, if necessary, to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties and facilities against foreclosure; and
- (c) the right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period

1001-77-891

not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) the right of the Association to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of recreational facilities located on the Common Properties; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties and Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members; and

(f) the right of the Association to determine the time and manner of use of the Common Properties and Facilities by the Members and to limit the number of guests of Members;

(g) the right of the Declarant at any time prior to the substantial completion of the Townhouses on all the Lots in the Properties, to replat all or any portion of the Properties in order to effect changes in the configuration, location and size of the Common Properties, the Building Sites in Phase II and the Lots in Phase II West, so long as no such replatting shall result in a substantial reduction in the aggregate area of the Common Properties; and

(h) the rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat and/or in Article II hereof. Any Member may delegate his right of enjoyment of the Common Properties and Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot (except Declarant, as provided in the following Section), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the obligation accrued.

Section 2. Lots Owned by Declarant. No Lot owned by Declarant shall be subject to any regular annual maintenance charge while it is owned by Declarant, unless and until a Townhouse has been built thereon and three (3) months have elapsed since the substantial completion of such Townhouse, or the Townhouse has been permitted to be occupied, whichever occurs first. The term "substantial completion" as used herein shall mean that the Townhouse is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. Whenever a Lot owned by Declarant becomes subject to assessment, as provided for in this Section, such Lot then shall be treated and assessed as any other Lot which is subject to assessment.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Members and for the improvement and maintenance of property,

100-22-1809

services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

Section 4. Basis and Maximum of Annual Assessment.

Until January 1 of the year immediately following the initial conveyance by Declarant of a Lot to an Owner, the annual assessment for each Lot shall not exceed the sum of Four Hundred Twenty Dollars (\$420.00) per Lot. From and after January 1 of the year immediately following the initial conveyance by Declarant of a Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the initial conveyance by Declarant of a Lot to an Owner, the maximum annual assessment may be increased by more than five percent (5%) above the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Trustees, after consideration of current maintenance costs and future needs, may fix the annual assessment at an amount less than the maximum, at its discretion.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who

0181-27-001

are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 of this Article VI shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all Lots subject to such assessments.

Section 8. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to such assessments on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement, which date shall not be earlier than April 1, 1973. 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

165-22-1811

against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessments;  
Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees for any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien which shall be exercised in the manner prescribed by statute. The lien provided for in this section shall be in favor of the

7101-77-001



Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of the Lot Owners shall have the power to purchase any interest in any Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subordinate so much of its right to such lien as may be necessary or expedient to any insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, provided however, that such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Further, the Association shall give the holder of any such first mortgage written notification of any default by any Owner hereunder, which default shall have remained unremedied for a period of thirty (30) days, which such notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail.

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Properties, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Management Agreements. Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement must be renewed annually and may be cancelled, prior to the expiration of said agreement, by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Trustees of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Trustees to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience consistent with the management requirements of the Properties.

Section 13. Insurance Assessments. The Board of Trustees, or its duly authorized agent, shall have the authority to and shall obtain insurance covering all the buildings including all Townhouses against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, including vandalism, and shall also obtain a broad form public liability policy covering all Common Properties, and all damage or injury caused by the negligence of the Association or any of its agents. Premiums for all such insurance except on the individual Townhouses, shall be common expenses. All such insurance coverage, including insurance on individual Townhouses obtained by the Board of Trustees, shall be written in the name of the Association as Trustee for each of the Owners in equal proportion. Premiums for insurance obtained by the Board of Trustees on individual

105-22-1014

Townhouses shall not be part of the common expense, but shall be an expense of the Owners of the specific Townhouse so covered and a debt owed by such Owners, and shall be collectible by any procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within twenty (20) days after notice to the Owner of such debt, such amount shall automatically become a lien upon such Owner's Lot and Townhouse and shall continue in force until such debt is fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessment. In addition to the aforesaid insurance required to be carried by the Association, any Owner may, at his own expense, insure his Townhouse Unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Trustees shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to the same condition as before the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Trustees, or by an agent duly authorized by the Board of Trustees. The Board of Trustees shall advertise for sealed bids from any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed property. In the event the insurance proceeds are insufficient to pay

all the costs of repairing and or rebuilding such damaged or destroyed property, the Board of Trustees shall levy a special assessment against:

(a) all Owners of damaged Townhouses in such proportions as the Board of Trustees deems fair and equitable in view of the damage sustained by such Townhouses, to make up any such deficiency for repair or rebuilding of such Townhouses; and

(b) all Members of the Association, as provided by Article VI, Section 5 above, to make up any such deficiency for repair or rebuilding of any portion of the Common Properties.

In the event such insurance proceeds exceed the cost of repair and reconstruction of such damaged Townhouses, such excess shall be paid over to the mortgagees and Owners as their interests may appear, of such respective Townhouses, in such proportions as the Board of Trustees deem fair and equitable in view of the damage sustained by such Townhouses.

Notwithstanding the foregoing, the Association, in its sole discretion upon application by an Owner as the result of the requirements of his mortgagee or for other good and substantive reason, shall have the authority to permit such Owner to obtain in his own name coverage of the type and in such limits as is required herein to be obtained by the Association and such Owner shall furnish evidence to the Association of the existence of such coverage, such evidence of coverage to be in a form satisfactory to the Association, including without limitation, a covenant by the issuing insurer that such coverage will not be modified or terminated without at least ten (10) days prior written notice to the Association. In the event of damage or destruction by fire or other casualty to any Townhouse or other property covered by insurance written in the name of an individual Owner, said Owner shall, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the Townhouse in a good workmanlike manner in conformance with the original plans and specifications of said

165-22-1816

Townhouse. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the Townhouse area within thirty (30) days, the Association, by and through its Board of Trustees is hereby irrevocably authorized by such Owner to repair and rebuild any such Townhouse in a good and workmanlike manner in conformance with the original plans and specifications of the Townhouses. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosure as above provided.

In the event the Association shall fail or refuse at any time to obtain insurance coverage of the type and in the limits herein provided on the individual Townhouses, or in the event, for any reason, the foregoing provisions of this Section shall be deemed to be inoperative or inapplicable to any Lot, nevertheless, in any such event, each Owner of any such Lot shall be obligated to obtain in his name, and thereafter maintain in force, insurance coverage on his Townhouse of the type and in the limits herein provided to be obtained by the Association.

105-22-1817

ARTICLE VII

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall or other improvements shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, guest parking spaces, walks and topography by the Board of Trustees of the Association, acting as the Architectural Control Committee, or by an Architectural Control Committee composed of three (3) or more Members appointed by the Board (herein referred to as the "Architectural Control Committee" whether constituted or appointed by the Board of Trustees). The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee, shall have the right to specify a

limited to uses of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement on any Lot. It also shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height and extent of fences, walls or other screening devices; and the orientation of the Townhouse with respect to garage access and major entry or frontage. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

#### ARTICLE VIII

##### Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Townhouses upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty,

8101-77-001

any Owner who has used the wall may restore it, and if any other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE IX

##### Exterior Maintenance

In addition to maintaining the Common Properties, the Association shall provide exterior maintenance of each Lot which is subject to assessment hereunder and improvements located thereon, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens or screen doors, exterior door or window fixtures or other hardware or patios. Further, the Association shall not be obligated to repair any damage occasioned by casualty or vandalism, it being understood that the Association shall be obligated to provide routine maintenance required by ordinary wear and tear only.

In the event that the need for maintenance or repair is caused by casualty or vandalism or through the willful or negligent

100-2100



use of any Owner, his family, guests, or invitees, the Association may, at its option, provide such maintenance and repair and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

For the purpose of performing the maintenance required herein the Association through its duly authorized agents, contractors or employees, shall have the right to enter upon any Lot and the exterior of any Townhouse at reasonable hours on any day except Sunday.

#### ARTICLE X.

##### Use Restrictions

Section 1. The Properties are hereby restricted to residential dwellings for residential use. The term "residential use" as used herein shall be held and construed to exclude any business, commercial, industrial, hospital, clinic and/or professional uses and such excluded uses are hereby expressly prohibited. All buildings or structures erected, altered or placed upon any Lot or other portion of the Properties shall be of new construction and no buildings or structures shall be removed from other locations onto the Properties and no subsequent buildings or structures other than townhouse residential buildings, being single family townhouses joined together by a common exterior roof and foundation, shall be constructed on the lots. No structures of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be erected, altered or placed on any portion of the Properties at any time.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

185-22-1821

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or any builder of the Townhouses to maintain during the period of construction and sale of the Townhouses, upon such portion of the Properties as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of the Townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Lots or other portion of the Properties except that dogs, cats or other household pets (not to exceed a total of three adult animals) may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 5. No advertising signs (except one "for rent" or "for sale" sign, per lot, of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Properties, nor shall the Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof, provided, however, that the Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or endangerment. No business activities of any kind whatever shall be conducted in any building or in any portion of the Properties; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or construction and maintenance of buildings, if any, of Declarant,

its agents and assigns during the construction and sale period, or of the Association, its successors, and assigns, in furtherance of its powers and purposes as herein set forth.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhouses and streets. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the premises, and not allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Except in the individual patio areas appurtenant to the Townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Lots except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.

Section 8. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Properties and all exteriors and roofs of the Townhouses, including but not limited to, recreation and parking areas and walks, shall be taken by the Association or by its duly delegated representative.

Section 9. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls thereof, shall be maintained and kept in repair by the Owner thereof. No Owner shall perform any act or work that will impair the structural soundness or integrity of any Townhouse or impair any easement or hereditament, nor perform any act nor allow any condition to exist which will adversely affect any Townhouse or its Owner.

Section 10. Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any Lot or portion of the exterior of any Townhouse situated upon any Lot other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 11. No oil or natural gas drilling, oil or natural gas development or oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or other portion of the Properties, nor shall oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derricks or other structures for use in the boring for oil, natural gas, minerals or water shall be erected, maintained or permitted upon any Lot.

Section 12. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot or other portion of the Properties.

100-67-1021

ARTICLE III

General Provisions

Section 1. Duration. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of ninety percent (90%) of the Lots is during the initial twenty (20) year period and thereafter by the then Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain

such violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 6. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, with the joinder and consent of the lienholder identified in Article XII hereof, its successors and assigns, but without the joinder or consent of any Owner, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 7. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

0701-27-001

Section 8. Omissions. -If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

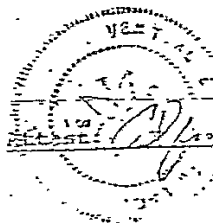
Section 9. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

#### ARTICLE XII

##### Lienholders

Continental Bank, a corporation organized under the laws of the State of Texas, with its banking quarters located in Houston, Texas, the owner and holder of the sole lien covering Phase II West, and the First National Bank of Memphis, a national banking association, with its banking quarters located in Memphis, Tennessee, the owner and holder of the sole lien covering Phase II, have executed this Declaration to evidence their joinder in, consent to and ratification of the imposition of the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the Lienholders, have executed this Declaration to be effective the 23 day of JULY, 1973.



VENTURE 80 HOMES, INC.

Walter C. Deslman Secretary BY: James A. Butler President

DECLARANT

(3)  
10

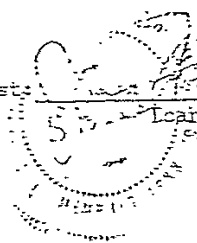
CONFIDENTIAL BANK

Attest: Juelle Holt  
Assistant Cashier

BY [Signature]  
Vice-President

Attest: [Signature]  
Loan Officer

THE FIRST NATIONAL BANK OF MEMPHIS  
BY [Signature]  
Assistant Vice-President



LIENHOLDERS

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned

authority on this day personally appeared Jerry M. Baker  
President of VENTURE 60 HOMES, INC.,  
known to me to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he executed  
the same for the 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, this the 13th  
day of July, 1973.

Walter Vander  
Notary Public in and for Harris  
County, Texas

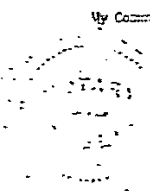
THE STATE OF TENNESSEE §  
§  
COUNTY OF Shelby §

BEFORE ME, the undersigned

authority on this day personally appeared Duke Brasher  
President Vice President of THE FIRST NATIONAL BANK  
OF MEMPHIS, known to me to be the person whose name is subscribed  
to the foregoing instrument and acknowledged to me that he executed  
the same for the 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, this the 20  
day of July, 1973.

Dorinda M. Bell  
Notary Public in and for  
Shelby County, Tennessee



1973 JUL 26 AM 10 47  
HARRIS COUNTY, TEXAS



075-70-9173

1010967

AMENDMENTS TO BYLAWS OF NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.

The following Articles of the Bylaws of Northbrook North Townhouse Association, Inc. were amended to read as follows at a general meeting of the membership duly called for this purpose and held on January 26, 1987. In accordance with Article III., Section 1 of the Bylaws, a majority of a quorum present in person or by proxy voted for these amendments.

Article IV. Sec. 1 was amended to read:

ARTICLE IV. Section 1. Board of Trustees. The affairs of the Association shall be managed by a Board of not less than five (5) Trustees, each of whom must be a member of the Association. The number of Trustees may be increased or decreased from time to time by amendment of the Bylaws in accordance with Article XII.

Article IV. Section 3 was amended to read:

ARTICLE IV. Section 3. Nomination. Nominations for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may not be made from the floor at the annual meeting unless, at the time of the annual meeting, there are a greater number of vacancies than nominations which have been made by the Nominating Committee and accepted by a member in good standing; in such instances, nominations may be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Trustees at least 30 days prior to the scheduled date of the annual meeting and will furnish in writing to the Board of Trustees at least 30 days prior to the scheduled date of the annual meeting its list of members who have been nominated and have accepted said nomination. No nominations will be accepted after the Nominating Committee provides the Board of Trustees with its list of candidates unless otherwise provided herein. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than one more than the number of vacancies that are to be filled. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more other members of the Association.

A member in good standing with the Association may nominate a member in good standing for any vacancy on the Board of Trustees. A member may only be nominated for one vacancy. Such nominations shall be made in writing to the Nominating Committee or to the Board of Trustees. Nominees must be members in good standing as of the first day of the month in which the annual meeting is scheduled. A member is considered to be in good standing with the Association so long as all assessments, costs, and/or fees have been paid in full as set forth herein.

I hereby certify that I am the duly elected Secretary of Northbrook North Townhouse Association, Inc. and hereby affix my signature hereto in certification of the approval of these amendments to the Bylaws of Northbrook North Townhouse Association, Inc. on this 27th day of January 1987.

Mabel Coletti  
Mabel Coletti

BEFORE ME, the undersigned authority on this day personally appeared Mabel Coletti known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

NOTARY PUBLIC BY HAND AND SEAL OF OFFICE, this the 4 day of March, 1987.

075-70-9173

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned

authority on this day personally appeared James J. Flouret  
Vice President of Continental Bank,  
known to me to be the person whose name is subscribed to the fore-  
going instrument and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed, in the  
capacity therein stated and is the act and deed of said  
corporation.

GIVEN under my hand and seal of office, this the 26<sup>th</sup>  
day of July, 1973.



Morris Johnson  
Notary Public in and for  
Harris County, TEXAS

6701-77-001

# Northbrook North Townhouse Association, Inc.

Amendment to Declaration



5  
Notice  
R

**ASSOCIATION SECRETARY'S CERTIFICATION OF DOCUMENTS**  
*For*  
**NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.**

---

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

The undersigned is the Secretary and/or Keeper of Records for Northbrook North Townhouse Association Inc. (Hereafter referred to as "Association"), a Texas non-profit corporation first set forth and described in the *"Declaration of Covenants, Conditions and Restrictions for Phase II and Phase II West of Northbrook Village Planned Unit Development, Section One"* recorded in the HARRIS County Real Property Records under file number D932964, hereby certifies that the attached is a true and correct copy of the Association document *"FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHASE II AND PHASE II WEST OF NORTHBROOK VILLAGE PLANNED UNIT DEVELOPMENT SECTION ONE."*

100

IN WITNESS WHEREOF, the undersigned secretary executes this certification:

Executed this the 12 day of December, 2013.

Signature: 

Name: Kevin J. Cooper

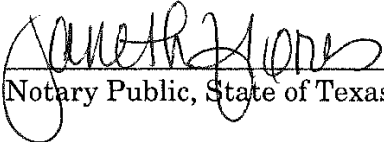
Title: President

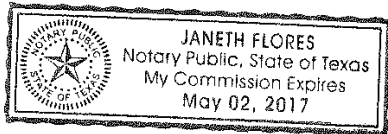
**ACKNOWLEDGEMENT**

---

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this the 12 day of December, 2013, by KEVIN J. COOPER, a director for Northbrook North Townhouse Association Inc. JOC

By:   
Notary Public, State of Texas



**AFTER RECORDING PLEASE RETURN TO:**  
Randall Management  
6200 Savoy, Suite 420 W  
Houston, Texas 77036

FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PHASE II AND PHASE II WEST OF NORTHBROOK  
VILLAGE PLANNED UNIT DEVELOPMENT SECTION ONE

---

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, on July 26, 1973, the Declaration of Covenants, Conditions and Restrictions for Phase II and Phase II West of Northbrook Village Planned Unit Development, Section One (1), a subdivision located in Harris County, Texas, according to the maps or plats thereof recorded in Volume 184, Page 117 and Volume 207, Page 26, respectively, of the Map Records of Harris County, Texas, was filed of record under Clerk's File No. D932964 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration"); and

WHEREAS, the undersigned, being more than seventy-five percent (75%) of the Owners of the Lots in the Phase II and Phase II West of Northbrook Village Planned Unit Development, Section One (1), desire to amend the said Declaration to allow for the establishment of special assessments for capital improvements, replacements or repairs, which benefit only the Owners of the Lots in Phase II but not the Owners of the Lots in Phase II West, or *vice versa*, to be approved by and assessed against only the Owners of the Lots in the Phase which is benefited by such capital improvement, replacement or repair.

NOW, THEREFORE, pursuant to the provisions of the Declaration, the Undersigned, being more than seventy-five percent (75%) of the Owners of the Lots in the Phase II and Phase II West of Northbrook Village Planned Unit Development, Section One (1), do hereby adopt the following amendments to the said Declaration:

I.

ARTICLE VI. Section 5. Special Assessments for Capital Improvements, of the Declaration is hereby amended to allow for separate special assessments applicable only to one (1) of the Phases of the Properties (as defined in the Declaration). The said Section 5, as hereby amended, will read as follows:

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 1 hereof, the Association may in any assessment year levy a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the fixtures and personal property related thereto. Except as otherwise provided in this Section, any such special assessment must have the assent of two-thirds (2/3rds) of the Owners present and voting, in person or by proxy, at a

meeting of the Association duly called for the purpose of approving such special assessment. Where the proposed special assessment pertains to the cost of construction, reconstruction, repair or replacement of a capital improvement which exclusively benefits the Common Properties located wholly within only one Phase of the Properties, such special assessment shall be against only the Lots within the Phase of the Properties so benefited, provided that, the said special assessment need only be approved by two-thirds (2/3rds) of the votes of each class of Members owning Lots in the Phase which will be subject to such special assessment who are voting in person or by proxy at the meeting called for the purpose of passing such special assessment.

II.

ARTICLE VI. Section 7. Rate of Assessment, of the Declaration is hereby amended to conform to the provisions of the amended Section 5. by adding the following sentence to the said Section 7:

As to special assessments pertaining only to the Lots of one (1) of the Phases of the Properties, such special assessments must be fixed at a uniform rate for all of the Lots within the affected Phase of the Properties to which the said special assessment pertains.

III.

These Amendments to the Declaration will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

IV.

These Amendments were approved by the affirmative vote of the Owners of not less than Seventy-five percent (75%) of the Lots in the Phase II and Phase II West of Northbrook Village Planned Unit Development, Section One (1) at a meeting called for that purpose and held on the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

NORTHBROOK NORTH TOWNHOUSE  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President

STATE OF TEXAS           §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
1998, by \_\_\_\_\_, President of the NORTHBROOK NORTH  
TOWNHOUSE ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

D:\OFFICE\WPWIN\WPDOCS\5018\5018001.D01

After recording, return to:

John R. Banks, Jr.  
MASON, COPLEN & BANKS, L.L.P.  
7500 San Felipe, Suite 700  
Houston, Texas 77063



FILED

2013 DEC 19 AM 9:10

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas.

DEC 19 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

# Northbrook North Townhouse Association, Inc.

Resolutions



4  
Red  
F

**BOARD RESOLUTION ADOPTING FLAG DISPLAY AND  
XERISCAPING POLICIES**  
*For*  
**NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.**

---

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

WHEREAS, Northbrook North Townhouse Association Inc. (hereafter referred to as "Association"), is a nonprofit Corporation, incorporated with the Texas Secretary of State.

WHEREAS, the Association's subdivision is subject to § 202 of the Texas Property Code and described by the "*Declaration of Covenants, Conditions and Restrictions for Phase II and Phase II West of Northbrook Village Planned Unit Development, Section One,*" recorded in the Harris County Real Property Records under file number D932964.

WHEREAS, the Association seeks to adopt flag regulations in compliance with Texas Property Code § 202.011 and § 202.012, which provides property owners with limited rights to display certain flags.

WHEREAS, the Association seeks to adopt Drought Resistant Landscaping and Water Conserving Turf (hereafter referred to as "xeriscaping") regulations in compliance with Texas Property Code §§ 202.007(a)(4), 202.007(d)(8), and 202.007(d-1).

NOW, THEREFORE, in accordance with the foregoing, the Association adopts the following flag display and xeriscaping policies, effective January 1, 2014:

I. POLICY REGARDING FLAG DISPLAY

1. A property owner is explicitly permitted, though not necessarily restricted to displaying:
  - a) United States Flags, which comply with 4 U.S.C. Sections 5-10;

b) Texas Flags, which comply with Chapter 3100 of the Texas Government Code.

2. A property owner can only display flags:

- a) on property which they have exclusive control and use over;
- b) on freestanding flagpoles or mounted flagpole brackets;
- c) that are constructed of permanent materials;
- d) that are maintained in good condition;
- e) that are proportionate in size to the structure on which they are attached;
- f) that do not exceed a width of three (3) feet or a height of five (5) feet;
- g) which are harmonious with the surrounding property. As such, an owner may not display a flag in any way that creates a nuisance or violates an applicable zoning ordinance, easement, or set back restriction.

3. A property owner may install a flagpole only after an ACC application has been submitted and approved by the Association's Board of Directors. Flagpole ACC applications shall adhere to the following conditions:

- a) A flagpole can only be installed in a "front yard," as defined by § 202.001(5) of the Texas Property Code. Therefore, flagpoles can only be installed in a front yard with a set back of at least fifteen (15) feet.
- b) No flagpole may exceed 20 feet in height.
- c) All flagpoles must be constructed of safe, sturdy, and permanent materials.
- d) Any flag pole that displays a flag from dusk till dawn must be properly illuminated.

## II. POLICY REGARDING XERISCAPING

1. A property owner may install drought resistant landscaping or water-conserving turf (hereafter referred to as “xeriscaping”) only after an ACC application has been submitted and approved by the Association’s Board of Directors. Xeriscaping ACC applications shall adhere to the following conditions:
  - a) All drought resistant landscaping or water conserving turf must be aesthetically compatible with other landscaping in the subdivision.
  - b) All ACC applications must contain a detailed description of the installation plan, including but not limited to the type and brand of intended materials, the location where the materials are to be installed, and a rendering or diagram of the overall plan.
  - c) All ACC applications containing the following features will be deemed aesthetically incompatible with the subdivision and will not be approved:
    - i. Any use of artificial plants or unnatural landscaping materials such as Astro-turf, silk flowers, plastic plants, or rubber mulch.
    - ii. Substantial use of non-native plants such as cacti.
    - iii. Predominant use of rock, stone, or non-living ground cover visible to the public.
  - d) All ACC applications must comply with previously approved association guidelines.
2. The Association, through its Board of Directors, shall have absolute discretion to interpret the meaning of “drought resistant,” “water conserving,” “aesthetically compatible,” “aesthetically incompatible,” “artificial,” “unnatural,” “substantial use,” “predominant use,” and all other terms used in this document that are not statutorily defined.

**CERTIFICATION**

---

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

I, the undersigned, a director of Northbrook North Townhouse Association Inc, hereby certifies that the above resolution was adopted by a majority of the Association's Board of Directors, at duly held meeting with the requisite quorum present.

Executed on 12/12/13  
Signature: [Handwritten Signature]  
Name: Kevin J. Cooper  
Title: President

**ACKNOWLEDGEMENT**

---

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on Dec. 12, 2013, by Kevin J. Cooper, a director of Northbrook North Townhouse Association Inc.

By: [Handwritten Signature]  
Notary Public, State of Texas

101  
NOEE

JANETH FLORES  
Notary Public, State of Texas  
My Commission Expires  
May 02, 2017

**AFTER RECORDING PLEASE RETURN TO:**  
Randall Management  
6200 Savoy, Suite 420  
Houston, Texas 77036

*w*

FILED

2013 DEC 19 AM 9:10

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas.

DEC 19 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

NOTICE  
X

NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.  
OPEN RECORDS POLICY RESOLUTION

STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Northbrook North Townhouse Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Open Records Policy Resolution*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney or CPA) they designate in writing as their agent for this purpose. To ensure a written designation is actually from the owner, the owner must include a copy of his/her photo ID or have the designation notarized.
2. An owner, or their agent as described in Section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or agent seeks only to inspect the Records or if the specified Records should be forwarded by the Association. If to be forwarded, the letter must indicate the format, delivery method and address:
    - i. format: electronic files, compact disk or paper copies
    - ii. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in Section 2 above, the Association shall provide:

ER 030 - 30 - 1406



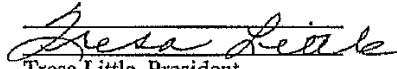
- a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their agent during normal business hours at the office of the Association; or
  - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their agents:
- a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. Attorney-client privileged information in the possession of the Association.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their agent will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their agent agrees to pay the cost of producing such copies.
6. If an owner or their agent inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party.

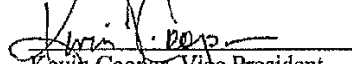
Fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8.5 x11 single sided copies ... \$0.10 each
  - b. black and white 8.5 x11 double sided copies ... \$0.20 each
  - c. color 8.5 x11 single sided copies ... \$0.50 each
  - d. color 8.5 x11 double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$1.00 each
  - g. labor and overhead ... \$18.00 per hour
  - h. mailing supplies ... \$1.00 per mailing
  - i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their agent. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
  9. If the final invoice for costs incurred by the Association includes additional amounts and these amounts are not paid within thirty (30) days of the date of the invoice, the unpaid balance will be added to the owners account as an assessment under the Declaration.
  10. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Associations' Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon adoption and recordation in the Public Records of Harris County, Texas and supersedes any policy regarding open records which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11 day of December, 2011.

  
Tresa Little, President

  
Kevin Cooper, Vice President

~~Helen Lawrence, Secretary~~

  
Nichelle Smith, Treasurer

~~Helen Lawrence, District Judge~~

ER 030 - 30 - 1409

SECRETARY'S CERTIFICATE OF FILING

*Tresa Little*  
I, ~~Helen Lawrence~~, certify that:

I am the duly qualified and acting secretary of Northbrook North Townhouse Association, Inc., a duly organized and existing Texas non-profit corporation.

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Northbrook North Townhouse Association, Inc..

The attached instruments are being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: 1-6-12

*Tresa R. Little*  
~~Helen Lawrence~~, Secretary  
Northbrook North Townhouse Association, Inc.

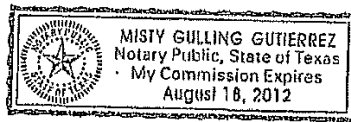
10R  
1EE

ER 030 - 30 - 1410

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2012, by Tresa R. Little, Secretary of Northbrook North Townhouse Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Misty Gullin Gutierrez*  
Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

Bartley & Spears, P.C.  
14811 St. Mary's Lane, Suite 270  
Houston, Texas 77079

ER 030 - 30 - 1411

20120071465  
# Pages 6  
02/20/2012 12:26:41 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 32.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

NOTICE  
N

NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.  
RECORD RETENTION POLICY RESOLUTION

STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Northbrook North Townhouse Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to Owners.

NOW, THEREFORE, the Board has duly adopted the following *Record Retention Policy Resolution*.

1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years; and
  - c. account records of current owners shall be retained for five (5) years; and
  - d. account records of former owners shall be retained for one (1) year after they no longer have an ownership interest in the property; and
  - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term; and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting; and

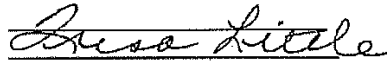
ER 030 - 30 - 1341

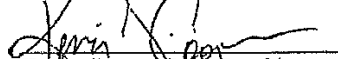
ER 030 - 30 - 1342

- g. tax returns and audit records shall be retained for seven (7) years after the last date of the return or audit year; and
- h. decisions of the of the Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for five (5) years from the decision date; and
- i. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
- j. Upon expiration of the retention period listed above, the Documents and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon adoption and recordation in the Public Records of Harris County, Texas and supersedes any policy regarding record retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11 day of Dec 2011.

  
Tresa Little, President

  
Kevin Cooper, Vice President

~~\_\_\_\_\_~~  
~~Helena Lawrence, Secretary~~

  
Annette Smith, Treasurer

~~\_\_\_\_\_~~  
~~Helena Lawrence, Director at Large~~

SECRETARY'S CERTIFICATE OF FILING

*Tresa Little*

I, ~~Helen-Lawrence~~, certify that:

I am the duly qualified and acting secretary of Northbrook North Townhouse Association, Inc., a duly organized and existing Texas non-profit corporation.

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Northbrook North Townhouse Association, Inc..

The attached instruments are being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: 1-6-12

*Tresa R. Little*  
~~Helen-Lawrence~~, Secretary  
Northbrook North Townhouse Association, Inc.

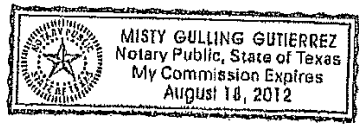
10R  
1EE

ER 030 - 30 - 1343

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 6<sup>th</sup> day of January, 2012 by Tresa R. Little, Secretary of Northbrook North Townhouse Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Misty Gull Gutierrez*  
Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

Bartley & Spears, P.C.  
14811 St. Mary's Lane, Suite 270  
Houston, Texas 77079



ER 030 - 30 - 1344

20120071452  
# Pages 4  
02/20/2012 12:23:59 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under Federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

NOTICE  
X

NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC.  
PAYMENT PLAN POLICY RESOLUTION

STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Northbrook North Townhouse Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

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

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy Resolution*.

1. Subject to Section 9 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations.
3. A Payment Plan with the management company is three (3) months.
4. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus all accrued interest.
5. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
6. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:

ER 030 - 30 - 1337

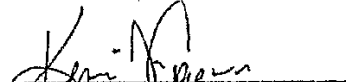
ER 030 - 30 - 1338

- a. misses a payment due in a calendar month; or
  - b. makes a payment for less than the agreed upon amount; or
  - c. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
7. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
  8. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and Texas law.
  9. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two calendar (2) years.


The guidelines are effective upon adoption and recordation in the Public Records of Harris County, Texas and supersede any guidelines for payment plans which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11 day of December, 2011.

  
Tresa Little, President

  
Kevin Cooper, Vice President

~~Heidi Lawrence, Secretary~~

  
Nechelle Smith, Treasurer

~~Heidi Lawrence, Director at Large~~

SECRETARY'S CERTIFICATE OF FILING

Teresa Little  
I, ~~Helen Lawrence~~, certify that:

I am the duly qualified and acting secretary of Northbrook North Townhouse Association, Inc., a duly organized and existing Texas non-profit corporation.

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Northbrook North Townhouse Association, Inc..

The attached instruments are being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: 1-6-12

Teresa L. Little  
~~Helen Lawrence~~, Secretary  
Northbrook North Townhouse Association, Inc.

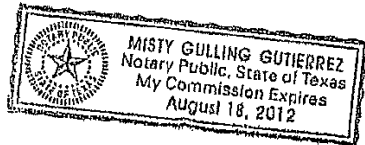
10R  
1EE

ER 030 - 30 - 1339

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 6<sup>th</sup> day of January, 2012, by Teresa Little, Secretary of Northbrook North Townhouse Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Misty Gullin Gutierrez  
Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:  
  
Bartley & Spears, P.C.  
14811 St. Mary's Lane, Suite 270  
Houston, Texas 77079

ER 030 - 30 - 1340

20120071441  
# Pages 4  
02/20/2012 12:21:59 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS