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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BROWNSTONE SQUARE

(A Townhouse Subdivision)

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by  
WILLIAM L. BROWN DEVELOPMENT, INC. hereinafter referred to as  
Declarant.

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 further provide for the preser-  
vation 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 to the additional 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 and enforcing the covenants  
and restrictions and collection and disbursing the assessments and  
charges hereinafter created; and

WHEREAS, Brownstone Square Homeowners Association may be  
incorporated under the laws of the State of Texas, as a non-profit  
corporation, for the purpose of exercising the functions aforesaid;

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NOW, THEREFORE, the Declarant declares that the real property described in Article III, 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 as well as those previously of record to the extent above described.

#### ARTICLE I

##### Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the BROWNSTONE SQUARE HOMEOWNERS ASSOCIATION, which is composed of the members hereinafter described and which may be a Texas non-profit corporation, its successors and assigns, as provided for herein.
- (b) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (c) "Lot" shall mean and refer to any of the fifteen (15) tracts of land described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes and designated Lot numbers One (1) through Fifteen (15). In all contracts, deeds, conveyances, mortgages, deeds of trust, releases and other legal instruments, each Lot shall be described by the metes and bounds description thereof set forth in said Exhibit "A" attached hereto, unless Declarant, subsequent to the date hereof, shall elect to record a plat of the Properties depicting the Lots thereon, whereupon description of the Lots shall be by reference to such recorded plat.

- (d) "Common Properties" shall mean and refer to all those areas of land within the properties not situated within the boundaries of the Lots together with such other property as the Association may at any time or from time to time acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof.
- (e) "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 as is herein provided. 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; landscaping; force main; and other similar appurtenant improvements.
- (f) "Townhouse" shall mean and refer to any single family residential unit situated upon a Lot or Lots.
- (g) "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.
- (h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4, hereof.



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ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Existing Easements. Declarant, or its predecessors in title, has heretofore reserved, created and dedicated by separate recorded instruments utility easements in favor of certain public utility companies, and municipal and other governmental authorities servicing the Properties as shown and provided in such separate, recorded instruments, and such instruments are incorporated herein by reference and made a part of this Declaration for all purposes 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. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 3. Title to Easements and Appurtenances Not Conveyed. It is expressly agreed and understood that the title conveyed by Declarant to any Lot 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, its agents or its predecessors in title, through, along or upon any Lot or any part thereof to serve said Lot, or any other portions of the Properties or any improvements therein situated, 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 and the Association.

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Section 4. Minor Encroachments. Each Lot and the property included in the Common Properties shall be subject to a perpetual easement for minor encroachments from adjoining Lots which are caused or created by unintentional error in construction, settling, shifting of soil, protrusions and overhangs, and a temporary easement for ingress and egress during and in connection with the maintenance and construction of improvements on adjacent property.

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties and all improvements currently existing or hereafter constructed thereon, for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to affix and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across, through and under the Properties or the improvements constructed thereon. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be re-installed or relocated on the Properties until approved by Declarant or the Association's Board of Trustees.



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Section 6. Minor Curb Line Encroachments. Each Lot and the property included in the Common Properties shall be subject to an easement for encroachment by the curb line, if any, of any Common Driveway 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 or Alleys 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 is situated a Townhouse.

Section 7. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles to enter upon the Properties in the performance of their duties. Further, easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Properties to render any service.

Section 8. Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways and/or may be used for planting of shrubbery, trees, lawns, or flowers. However, it is expressly agreed that neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

#### ARTICLE III

##### Property Subject To This Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is composed of those certain Lots, tracts or

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parcels of land described as all that certain 1.000 acres (or 43.559 square feet) of land out of the John Austin Survey, Abstr. No. 1, in Houston, Harris County, Texas, being the same land described in Deed from Edward S. Alexander to M. Dickson dated March 9, 1894 and recorded in Volume 90 at page 270 of the Deed Records of Harris County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 2. Mineral Exception. There is hereby excepted from the Properties and Declarant will hereafter except from all its sales and onveyances of the Properties, or any part thereof, including the Lots and the Common Properties, all oil, gas and other minerals in, on and under the Properties, if any not previously reserved, but Declarant hereby waives its right to use the surface of such land for exploration for or development of oil, gas and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and its successors and assigns.

#### ARTICLE IV

##### The Association

Section 1. Organization. The Declarant may cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association shall in general be to provide for and promote the health, safety and welfare of the Members, to collect the annual maintenance charges and special assessments and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties, and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration.

Section 3. Members. Each Owner, whether one or more persons or entities, of a Lot which is subject to the annual maintenance charge or assessment as provided for in this Declaration shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any

reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 4. 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 3 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 3. 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 interests required by Section 3; 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, 1982.

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 3.



Section 5. Title to Common Properties. The Association shall hold title to the Common Properties for the benefit of the Members. The Declarant shall convey the Common Properties to the Association, free and clear of liens, but subject to the use, rights and easements of the Members and all other easements and covenants affecting the Common Properties as set out or referred to in this Declaration, prior to the time that any Lot is conveyed to an Owner.

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

- (a) the right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Member. These rules and regulations may include provisions to govern and control the use of the Common Properties and Facilities by guests or invitees of the Members, including without limitation, the number of guests or invitees who may use the Common Properties and Facilities or any part thereof at the same time; and

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- (b) the right of the Association to grant or dedicate easements in, on, under or above the Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Properties or any part thereof; and
- (c) the right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of the Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to the Properties or any part thereof; and
- (d) the right of the Association to suspend the voting rights of a Member and his right to use any recreational Common Facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration or in its By-Laws or at law or in equity on account of any such default or infraction; and
- (e) the rights and easements existing or hereafter created in favor of others as provided for in Article II hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot. The term "Member" as used in this



Declaration is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees and assigns of any Member, and all other persons, firms or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

#### ARTICLE VI

##### Regular Annual and Special Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the regular annual maintenance charges and from special assessments as provided for in this Article shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote the health, safety, recreation and welfare of the Members; to pay the expenses for the common services rendered for the common benefit of the Members; to pay the expenses for water to all of Lots, which shall be a common expense; to pay the expenses for water, gas, electricity, telephone, storm sewer service and all other utilities or services, if any, furnished to the Common Properties or any of the improvements thereon, or any part thereof; to pay the expenses for the perpetual care, maintenance and repair of the Common Driveways, if any; to pay the expenses for the perpetual care, maintenance and repair of all roof areas and the exterior portion of the buildings adjacent to the Common Area; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the Common Properties, and the improvements thereon, or any part thereof; to pay for capital improvements to the Common Properties; to pay the expenses of administration and management of the Association; to pay salaries of employees of the Association; to pay all taxes and other public dues or charges which the Association shall be required to pay;

and to pay all other charges, costs or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to in this Declaration as the "common expenses" or the "common expenses of the Member." The Association may in its sole discretion give one or more of the aforesaid purposes preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

Section 2. Covenant for Assessments. Each and every Lot (except Lots owned by Declarant as provided for in the following Section) is hereby severally subjected to and impressed with the following charges and assessments which shall run with the land and shall be in the same and equal amounts for each Lot regardless of its size, value or cost, to-wit:

- (i) A regular annual maintenance charge or assessment in the amount of \$1,560.00 per annum per Lot, subject to increase or decrease and payable as provided in Section 4, below; and,
- (ii) Special assessments as provided for in Section 5 below.

Each owner of a Lot subject to assessment as above provided, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after



his ownership ceases. No Member shall be exempt or excused from paying any regular or special assessment by waiver of the use or enjoyment of the Common Properties or Facilities or any part thereof or by abandonment of his Lot or his interest therein.

Section 3. Lots Owned by Declarant. No Lot owned by Declarant shall be subject to any regular maintenance charge or special assessment while it is owned by Declarant unless and until a Townhouse owned by Declarant has been initially sold and/or the house has been permitted to be occupied, whichever occurs first. Whenever a Lot owned by Declarant becomes subject to assessment as provided for in this Section, such Lot shall then be treated and assessed as any other Lot which is subject to assessment.

Section 4. The Annual Maintenance Charge. The regular annual maintenance charges or assessments shall be due and payable to the Association annually, in advance, and without demand, on the first day of January of each calendar year; provided, however, that on the date of the purchase of his Lot (as evidenced by the date of his deed or his occupancy, whichever is earlier) each Member shall pay to the Association a prorata part of the regular annual maintenance charge, which shall bear the same ratio to the full annual amount as the number of days remaining in the year of purchase bears to 365 days.

The Board of Trustees of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each Lot subject to such assessment shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Trustees which fixes

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the amount of the regular annual maintenance charge or assessment in excess of 20% of the total of the annual maintenance charges or assessments during the previous 12 month period or in excess of the annual maintenance charge or assessment last ratified by the Members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified wither (i) by the written assent of the Members of the Association who in the aggregate then own at least three-fourths (3/4) of the Lots which are then subject to the annual maintenance charge or assessment, if no meeting of the membership is held for ratification, or (ii) by the assent of 75% of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Trustees which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Trustees may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

Section 5. Special Assessments. The Board of Trustees of the Association may from time to time by the adoption of a resolution for such purpose, subject to ratification by the Members of the Association as hereinafter provided, levy and impose a special assessment against each Lot which is subject to the annual maintenance charge, for a specific and in the equal amount for each such Lot, for the purpose of purchasing



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equipment or facilities for the Common Properties and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon the Common Properties or portions of the townhouse, the maintenance and repair of which are the responsibility of the Association, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it shall be ratified either (i) by the assent in writing of the Members of the Association who in the aggregate then own at least 75% of the Lots which are then subject to assessment if no meeting of the membership is held for ratification, or (ii) by the assent of 75% of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided for in such resolution.

Section 6. Liens to Secure Assessments. The regular annual maintenance charges or assessments, and the special assessments, as hereinabove provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members, which such liens shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments, levied by the City, County and State Governments or any political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such charges or assessments become due and payable, and (c) all liens, including but not limited to vendor's liens, deeds of trust and other

security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of constructing, repairing, adding to or remodeling the Townhouse situated on the Lot. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party shall cut off and extinguish the liens securing charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which became due prior to such foreclosure, be extinguished by any foreclosure.

Section 7. Effect of Non-payment of Assessment. If any regular annual charge or assessment, or if any special assessment, is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than 10% of the amount owing, as attorney's fees. The Association as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.



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Section 8. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments, regular or special, and/or for the enforcement and foreclosure of the liens securing the same.

#### ARTICLE VII

##### Utilities

Section 1. Electric Service. Declarant, or his predecessor, have caused to be installed separate electrical service and meters to each Lot and the Owner of each Lot in the Subdivision shall, at his own cost, own and maintain (all in accordance with the requirements of local governing authorities and the applicable electrical codes), the service cable and appurtenances from the point of the electric company's metering on the townhouses to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment made or to be made available by the electric company at a point designated by such company. The electric company furnishing service has made or shall make the necessary connections at said point of attachment and at the meter.

Section 2. Water Service. Water service to the Properties shall be provided by the City of Houston, Texas, by way of water mains to be owned, operated, maintained and repaired by the City, and to the individual Lots and the Common Properties by way of distribution lines to be owned, operated, maintained and repaired by the individual owner at his Expense. It shall be the responsibility of each Owner to maintain and repair the portion of the water line which is part of the actual interior plumbing of his Townhouse.

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Section 3. Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot and to the Common Properties by means of sanitary sewer collection lines within the Properties to be owned, operated, maintained and repaired by each individual owner, and which shall connect to the main sanitary sewer lines of the City of Houston, Texas. It shall be the responsibility of each Owner to maintain and repair the portion of the sanitary sewer line which is situated on his Lot.

Section 4. Telephone Service. Telephone service shall be available to each Lot and Common Properties by way of cables which shall be installed, owned and maintained by the telephone company. The Association shall be authorized and empowered to grant such specific easements, in, under, on or above the Common Properties as the telephone company may require to furnish such service.

Section 5. Easements for Maintenance, Repair, Access, Etc. To the extent that any of the meters, cables, lines, plumbing or other utility appurtenance for any Lot, may cross in, on, under, above, or through any other Lot and/or Townhouse thereon situated, an easement is hereby granted and dedicated in, on, under, above or through such Lot and/or Townhouse to the respective utility company providing such service, for the purpose of access, repair, maintenance, installation, or otherwise furnishing of such utility service.

#### ARTICLE VIII

##### Utility Bills and Taxes

##### Section 1. Obligation of the Owners.

- (a) Each Owner shall have his separate electrical meter and shall directly pay at his own cost and expense for all electricity, gas, telephone service, and other utilities used or consumed by him on his Lot.
- (b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.



Section 2. Obligation of the Association.

- (a) The Association shall pay as a common expense of all Owners for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and Facilities, or any part thereof as well as for all cost and expense of water service.
- (b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Properties and the improvements and the property appertaining thereto.

ARTICLE IXInsurance

Section 1. General Provisions. The Association, through its Board of Directors, shall have authority to and shall obtain and maintain in force and effect the following insurance coverages:

- (a) Insurance on the Townhouses against loss or damage by fire and loss or damage by all risks now or hereafter embraced by standard extended coverage policies in use in the State of Texas (with vandalism and malicious mischief endorsements), in amounts sufficient to prevent the Association or the Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than eighty percent (80%) of the current replacement cost thereof. The "replacement cost" of the Townhouses shall be determined from time to time but not more often than once in each fiscal year by the Board and the Board shall have the authority to obtain and pay for an appraisal by a person or organization selected by the board in making such determination. The cost of any and all such appraisals shall be borne by the regular assessment.
- (b) Property Insurance in an amount equal to the full replacement value of the improvements and facilities in the Common Area owned by the Association, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage and any such other risks as shall customarily be covered with respect to similar property in the State of Texas.
- (c) Comprehensive general public liability including bodily injury and property damage insurance against claims for personal injury or death or property damage suffered by the public or invitee of any

Owner, occurring in, on or about the Common Area, which bodily injury and property damage insurance shall afford protection to such limits as the Board shall deem desirable. Such bodily injury and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not prejudice his, her or their action or actions against another named insured.

- (d) Such worker's compensation insurance as may be necessary to comply with applicable laws.
- (e) Employer's liability insurance in such amount as the Board may deem desirable.
- (f) Fidelity bonds indemnifying the Association, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association in such amount as the Board may deem desirable.
- (g) Such other insurance in such reasonable amounts as the Board shall deem desirable.

The premiums for all insurance acquired on behalf of the Association or the Owners pursuant to the provisions hereof shall be borne by the regular assessment.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. All policies of insurance of the character described in Subsection (a) of this Section 1 shall name as insureds the Association and each Owner; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Townhouse, as their respective interests may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner; and shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days' prior written notice to the Association and at least ten (10) days' prior written notice to the Mortgagee of each Townhouse. If possible, all policies of insurance of the character described in subsection (a) of this Section 1 shall contain an endorsement extending coverage to include the payment of regular assessments with respect to Townhouses damaged during the period of reconstruction thereof.



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In the event that an insurance policy or policies specifically designed to meet the insurance needs of the Association becomes available in Texas through action by appropriate governmental agencies or otherwise, the Board shall be authorized to obtain such a policy if the coverages provided by such policy are at least equal to the coverage provided by those policies enumerated hereinabove.

Section 2. Individual Insurance. Each Owner shall be responsible for insurance on the contents of his Townhouse and the furnishings, appliances and all personal property (including automobiles) used, parked or stored therein. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Association for the benefit of all of the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such owners, at their own cost and expense.

Section 3. Rebuilding. In the event of fire or other casualty, the Townhouses so damaged or destroyed shall be repaired and reconstructed substantially in accordance with the original Plans and Specifications for such Townhouses, in accordance with the provisions hereof. All proceeds of insurance policies with respect to such fire or casualty, carried by the Association shall be paid to a Bank insured by the Federal Deposit Insurance Company (or its successors) and located in Harris County, Texas, selected by the Board, as Trustee to be held in trust for the benefit of the Owners and their Mortgagees as their respective interest may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Townhouses in accordance with the original Plans and Specifications therefor and the funds held in the Trust Fund in such depository bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair and rebuilding. In the event of damage or destruction by fire or other casualty to any property in the Common Area covered by insurance written in the name of the Association, the Board of

Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly.

In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, the building costs in excess of the insurance proceeds shall be assessed against all of the Owners. Such special assessments shall not require the consent of the Members notwithstanding the provisions of Section 4 of Article IV hereof. If any Owner shall fail to pay any such special assessment from liability therefore, such assessments shall be enforceable as provided for other special assessments herein. The provisions of this Section may be changed only by unanimous resolution of the Owners, adopted subsequent to the date on which such fire or casualty loss occurs.

#### ARTICLE X

##### Maintenance and Repairs

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the interior of his Townhouse and improvements on his Lot as well as the exterior of such Townhouse except those portions maintained by the Association as provided in Section 2 hereinafter, and the fixtures, appliances, equipment and other appurtenances thereto.

The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense for all Owners, shall perpetually care for, maintain and keep in good repair the Common Properties and Facilities and all parts thereof, including but not limited to the common or "Private Driveway," landscaping, lawns, parking areas, all roof areas, and exterior portions of the Townhouses adjacent to the Common Properties, and the utility facilities owned by the Association.



## ARTICLE XI

Architectural Control

No building, pool, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, or the patio or entry courtyard used in connection with any Lot after the purchase of any Lot from Declarant, its successors or assigns, nor shall any addition to or change in or alteration of the exterior surface areas of any Townhouse be made until the plans and specifications showing the nature, kind, shape, height, materials, location and colors of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Approval once given, shall be irrevocable.

## ARTICLE XII

Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed or altered on any Lot other than single-family residence houses (Townhouses) which shall not exceed two (2) stories in height, or contain less than 1500 square feet of living area exclusive of open or screened porches, terraces, patios, driveways and garages. Each Townhouse shall have a garage on the Lot accommodating at least two (2) cars. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them or park them in the common parking area, but

shall not park such vehicles on the common driveway or in any manner block such common driveway.

Section 2. Party Walls. Party walls as part of the original construction shall in all cases meet the requirements of the City of Houston Building Code and other applicable ordinances, rules or regulations of the City or any of its departments. Each party wall shall be placed on the dividing line between Lots, and to the extent not inconsistent with any of the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is through construction error situated wholly on one Lot instead of on the dividing line between Lots, such wall shall nevertheless be deemed a party wall for joint use by adjoining Lot Owners. Reciprocal easements are hereby created and shall exist upon and in favor of Owners of adjoining Lot for maintenance, repair and reconstruction of party walls and the foundation footings, piers and beams, if any, supporting the same. Each Owner sharing a party wall shall also be deemed to covenant and agree and shall be bound as follows.

- (a) The cost of usual and ordinary reasonable repairs and maintenance of a party wall shall be equally shared by the Owners who make use of such wall.
- (b) If a party wall is destroyed or damaged by or as a result of any force, act, event or occurrence which is not caused or brought about by the negligence of any Owner sharing such party wall, or if caused or brought about by the negligence of both, then either Owner who has used the party wall may restore it and the adjoining Owner shall contribute one-half (1/2) the cost of such restoration. However, if a party wall is destroyed or damaged as a result of any negligent act or omission on the part of one and not the other Owner sharing such party wall, then either Owner may restore such party wall and the Owner at fault shall pay or contribute the whole cost of such



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restoration.

- (c) Notwithstanding any other provisions of this Section, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (d) The right of any Owner to contributions from any adjoining Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (e) In the event any dispute arises concerning a party wall, or under the provisions of this Section, the same shall be resolved and settled through the process of arbitration. Each party to the dispute shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall resolve and settle the dispute and shall be binding upon all parties to the arbitration. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Trustees of the Association shall select an arbitrator for the refusing party.

Section 3. Residential Use. Each Lot (including land and improvements) shall be used and occupied for a single-family residence purposes only subject to the pre-existing restrictions of record referred to in the preamble of this Declaration. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied for any purpose other than as a private single-family residence of the Owner or his tenant and their families. No Lot shall be used or occupied for any business, commercial, trade or professional either apart from or in connection with the use thereof as a residence, whether for profit or not.

Section 4. Temporary and Other Structures. No structure of a temporary character, trailer, mobile home, modular home, tent, shack, barn or any other structure or building other than the Townhouse residence to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residence house shall be moved upon any Lot from another location; except, however, that during the construction and sales period of the Townhouses, a building may, upon obtaining permission of and on such conditions specified by the Board of Trustees erect and maintain such temporary structures on any Lot as is customary in connection with the construction and sale of houses, including, without limitation, a temporary office building, storage area, signs and sales office. A building shall also have the temporary right to use a Townhouse as a temporary office or model home during the period of and in connection with his construction and sales operations in the Properties, but in no event for more than a period of two (2) years from the date of substantial completion of his last Townhouse in the Properties.

Section 5. Antennas. Outside TVOFM antennas shall be allowed. However, no antennas shall be erected as a free-standing structure. All antennas must be attached to the Townhouse and be erected so as to minimize their view from the street side of the Townhouse. Short wave and/or other radio antennas shall not be installed or constructed within the Properties.



Section 6. Fences. All fences must be approved by the Board of Trustees prior to installation.

Section 7. Particular Landscaping. All landscaping shall conform to the overall landscape scheme for the Properties, and upon completion of such landscaping by Declarant it shall thereafter be cared for and maintained as a common expense by the Association. The Association is hereby granted an easement for the purpose of caring for and maintaining the portion of such landscaped area within any Lot between the Townhouse and the Common Properties on the street side of each Lot.

Section 8. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No repair work dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Properties except as follows:

- (a) Declarant may display one (1) sign of not more than six (6) square feet on a Lot to advertise the Lot and Townhouse for sale during the construction and/or sales period.
- (b) For so long as Declarant shall own any Lot in the Properties, no sign of any kind may be displayed or suffered to be displayed to public view on any Lot by any Owner unless and until the size, shape and subject matter thereof shall have been approved in writing by the Declarant, which shall have the sole

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discretion to approve or disapprove the display of any such sign. At such time as Declarant shall no longer own any Lot in the Properties, the Board of Trustees of the Association thereupon shall succeed to the right to approve or disapprove, in its sole discretion, the display of any such sign. The Association shall have the right to remove any sign, billboard or other advertising structure or device which is placed on any Lot in violation of this Section and to recover all costs of such removal from the responsible party. The Association shall not be subject to any liability or claim for trespass or other tort in connection with or arising from such removal.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or on any portion of the Common Properties, except that dogs, cats or other common household pets (not to exceed two (2) adult animals or which exceed eighteen (18) inches in height) may be kept, but they shall not be bred or kept for commercial purposes. No animals shall be kept or "walked" on any of the common drive-ways, sidewalks or parking areas.

Section 11. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 12. Garbage and Refuse Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping grounds for garbage, trash, rubbish or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids, which shall be maintained in a clean



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and sanitary condition and screened from public view. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, rubbish, debris or other waste matter of any kind shall be burned on any Lot.

Section 13. Use of Common Properties. The Common Properties are for the common use, benefit and enjoyment of the Owners, subject to the various utility easements affecting the same and to such reasonable rules and regulations as may be promulgated by, and the rights herein granted to, the Association. There shall be no obstruction of any part of the Common Properties which are intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept on the Common Properties which would increase the rates or result in the cancellation of any insurance relating to the Common Properties or any part thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, except for the required and/or approved driveways or sidewalks thereon which are appurtenant to his Townhouse, nor shall any Owner do anything which would violate the easements, rights and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein required or permitted, no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible. Each Owner shall faithfully observe and comply with all reasonable rules and regulations promulgated by the Association regarding the

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Common Properties and shall be deemed to acknowledge and agree that all rules and regulations promulgated by the Association in respect to the Common Properties are for the mutual and common benefit of all Owners and necessary for their protection.

Section 14. Clothes Drying. Open air drying of clothes shall be confined to individual patios on the Owner's or resident's Lot and must be kept screened by adequate planting or fencing so as not to be visible from adjoining Lots or other portions of the Properties.

Section 15. Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained upon or in an Lot or other portion of the Properties.

Section 16. Storage Garbage cans or containers, recreational equipment, boxes, cartons, tools, and like equipment may be stored in carports or garages, provided that the same are screened from public view in a manner acceptable to the Association and the Board of Trustees.

#### ARTICLE XIII

##### General Provisions

Section 1. Duration. The rights, use easements and privileges of the Owners and all other easements in or to the Common Properties and all other terms, covenants, conditions and provisions of this Declaration shall be deemed to be covenants running with the land and shall be of perpetual duration, except that:

The Building and Use Restrictions set out in Article XII above (excepting Section 14 which shall be of perpetual duration), and the provisions for the Maintenance Charge Assessments set out in Article VI above (other than in respect to the maintenance and repair of the Common Driveways, sidewalks and parking areas in which respect and for which purpose the maintenance charge shall be of perpetual duration), shall run with the land and be in effect for an initial term of thirty-five (35) years from the date this Declaration is filed for record, after which time they shall be automatically extended for successive



153-85-1077

periods of ten (10) years each, unless within five (5) years prior to the expiration of the initial or any extended term the same are amended, changed or terminated in whole or in part by a written agreement signed, acknowledged and filed for record by the then Owners of at least 75% of the Lots in the Properties, in which case such agreement shall take effect upon the expiration of the term then in effect.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges and assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default or of in respect to any of the foregoing shall be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or other person, 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 in this Declaration, 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 4. 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.

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Section 5. Omissions. If any punctuations, 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 6. 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 7. Severability. Invalidity of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no ways affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

ARTICLE XIV

Lienholder

CONTINENTAL SAVINGS ASSOCIATION, a Texas banking corporation, with its banking quarters located in Freeport, Texas, the owner and holder of the sold lien covering the Properties, has executed this Declaration to evidence its joinder in, consent to and ratification of the imposition of the foregoing covenants and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the Lienholder, have executed this Declaration to be effective the 11th day of March, 19 80.

*William L. Brown*  
WILLIAM L. BROWN DEVELOPMENT CORP.  
"DECLARANT"

CONTINENTAL SAVINGS ASSOCIATION



ATTEST

*Robert M. Humber*  
Asst. Secretary

*Donald F. Kuhl*  
Vice-President  
"LIENHOLDER"



153-85-1079

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William L. Brown, 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 11<sup>th</sup> day of March, 1980.

W. M. Liddings  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS  
STATE OF  
My Commission Expires: 1-25-84

DOUG M. GORDON  
Notary Public - State of Texas  
My Commission Expires 1-25-84

DOUG M. GORDON  
Notary Public - State of Texas  
My Commission Expires 1-25-84

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Donald F. Kirklin, Vice-President of CONTINENTAL SAVINGS ASSOCIATION, 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 and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of March, 1980.

W. M. Liddings  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS  
My Commission Expires: 1-25-84

MAY 13 1980

ARTICLES OF INCORPORATION  
OF

BROWNSTONE SQUARE HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) 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 ONE

The name of the corporation is BROWNSTONE SQUARE HOMEOWNERS ASSOCIATION, INC.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are as follows:

(1) To provide for maintenance, preservation and architectural control of the residence lots and Common Area within the certain tract of property known as Brownstone Square in Harris County, Texas, being a tract of land containing 1.0000 acres out of the John Austin Survey, Abstract Number 1 as described in a Deed recorded in the Official Public Records of Real Property in Harris County, Texas; under the County Clerk's File Number F541463 and

(2) 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 corporation for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property



and recorded or to be recorded in the Deed 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;

(b) 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 Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) 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 corporation, including, but not limited to, the land designated as the Common Area in Brownstone Square;

(d) borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area in Brownstone Square to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property

and Common Area, provided that any such merger, consolidation or annexation shall be in accordance with the Declaration referred to herein;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

#### ARTICLE FIVE

The street address of the initial registered office of the corporation is 608 First City National Bank Building, Houston, Texas, 77002, and the name of its initial registered agent at such address is R. C. Stiles.

#### ARTICLE SIX

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to and shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the corporation shall be appurtenant to and may not be separated from record fee ownership of any Lot which is subject to assessment by the Corporation.

#### ARTICLE SEVEN

The corporation shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease



and be converted to Class A membership on the happening of either 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 May 1, 1985.

#### ARTICLE EIGHT

The affairs of the corporation shall be managed by a Board of Directors, who need not be members of the corporation. The number of directors may be changed by amendment of the By-Laws of the Corporation. The number of Directors constituting the initial Board of Directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial Directors until their successors are elected, are:

William L. Brown	1115 Hawthorne Houston, Texas 77006
Dixie Giddings	1115 Hawthorne Houston, Texas 77006
Robert H. Tennant	1115 Hawthorne Houston, Texas 77006

At the first annual meeting, the members shall elect one-third of the directors for a term of one year, one-third of the directors for a term of two years and one-third of the directors for a term of three years; and at each annual meeting thereafter the members shall elect a number equal to, as may at that time be provided in the By-Laws, for a term of three (3) years.

#### ARTICLE NINE

The corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any

non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE TEN

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership of the corporation.

#### ARTICLE ELEVEN

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

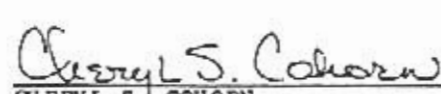
#### ARTICLE TWELVE

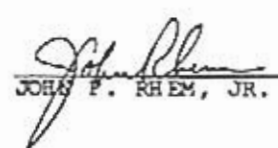
The name and street address of each of the incorporators is:

<u>Name</u>	<u>Address</u>
R. Charles Stiles	608 First City National Bank Bldg. Houston, Texas 77002
Cheryl S. Cohorn	608 First City National Bank Bldg. Houston, Texas 77002
John P. Rhem, Jr.	608 First City National Bank Bldg. Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set our hands,  
this 12<sup>th</sup> day of March, 1980.

  
R. CHARLES STILES

  
CHERYL S. COHORN

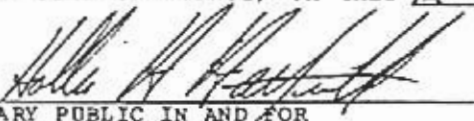
  
JOHN P. RHEM, JR.



THE STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared R. CHARLES STILES, CHERYL S. COHORN, and JOHN F. RHEM, JR., known to me to be the persons whose names are subscribed to the foregoing instrument as incorporators of Brownstone Square Homeowners Association, Inc., and being first duly sworn, acknowledged to me that they executed the same for the purposes and considerations therein expressed, and upon oath swore that the statements contained therein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 12<sup>th</sup> day of March, 1980.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

HOLLIE H. HATFIELD  
Notary Public for the State of Texas  
My Commission Expires October 19, 1981

4/B