

Notice
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CERTIFICATION

4421246
02/11/03 300066104 \$47.00

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

- (1) I am an Agent for the Glencluster Community Association, Inc., (hereinafter "Association"), a Texas non-profit corporation.
- (2) The attached documents apply to the operation and utilization of property within the Glencluster Community Association, Inc., a community in Harris County, Texas, described as, to wit:
 - (a) a 5.4810 acre tract of land out of Reserve "A" of Block 9 of Glenshannon, Section 4, as recorded in Volume 187, Page 6, of the Map and Plat Records of Harris County, Texas, and
 - (b) a .2865 acre tract of land out of Reserve "B" of Block 9 of Glenshannon, Section 4, as recorded in Volume 187, Page 6, of the Map and Plat Records of Harris County, Texas.
- (4) The documents not filed of record which affect the use and operation of Glencluster Community Association, Inc., are identified on the attached Exhibit "A".
- (5) The attached documents are true and correct copies of the originals.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the ___ day of January, 2003.

Russel T. Holt

Russel T. Holt, Agent

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

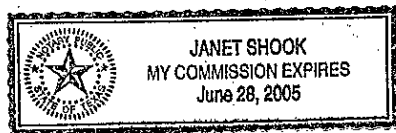
BEFORE ME, the undersigned authority, on this day personally appeared Russel T. Holt, Agent for the Glencluster Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 28th day of January 2003.

Janet Shook

NOTARY PUBLIC, STATE OF TEXAS

After recording return to:
HOLT & YOUNG, P.C.
6363 Woodway, # 800
Houston, Texas 77057



562-95-1144

EXHIBIT "A"

**RECORD OF DEDICATORY INSTRUMENTS FOR GLENCLUSTER COMMUNITY
ASSOCIATION, INC PURUSANT TO PROPERTY CODE § 202.006**

1. By-Laws of Glencluster Community Association, Inc.
2. Amendment of By-Laws of Glencluster Community Association, Inc.
3. Additions to By-Laws of Glencluster Community Association, Inc.
4. Articles of Incorporation of Glencluster Community Association, Inc.
5. Articles of Amendment to the Articles of Incorporation of Glencluster Community Association, Inc.

BY-LAWS
OF
GLENCLUSTER COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Glencluster Community Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1919 Allen Parkway, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Glencluster Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real 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 Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" or parcel shall mean and refer to any of the (45) Forty-five building sites (which except the Common Area) on which there is or will be constructed a single-family townhouse which is to be individually and separately owned.

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 First General Realty Corporation, its successors and assigns if such successors or 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 the properties recorded in the office of the County Clerk, Harris County, Texas in Volume _____, Page _____, Deed Records.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the 16th day of November, 1973, and subsequent meetings shall be held on the anniversary dates at 8:00 p.m.; if a legal holiday, then on the next succeeding business day.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by 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.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;

(b) suspend the voting rights and right to use of the recreational facilities 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 infractions of published rules and regulations;

(c) 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 By-Laws or the Articles of Incorporation;

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

(e) employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-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) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same, if in the judgment of the Association it is necessary;

(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 before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;

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

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

(h) to cause the exterior of the dwellings to be maintained.

562-55-149

VICE

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board, from time to time, by resolution create.

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

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

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of Special Offices created pursuant to Section 4 of this Article.

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

President

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

Vice President

(b) 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.

Secretary

(c) 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

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Declaration, each member is obligated to pay to the Association 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. 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 6 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 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 non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: GLENCLUSTER COMMUNITY ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws 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; except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. While there is Class B membership, any effort by the Board of Directors to mortgage the Common Area or dedicate the Common Area to any public authority must be submitted to the Federal Housing Administration or Veterans Administration for approval prior to the act.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
FISCAL YEAR

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.

ARTICLE XV

In the event that the Association pays water and sewer charges for the owners and prorates each owner's portion of the total fee, such fees collected for this purpose shall not be co-mingled with other funds.

IN WITNESS WHEREOF, we, being all of the directors of the GLENCLUSTER COMMUNITY ASSOCIATION, have hereunto set our hands this 30th day of November, 19 72.

R. H. Basden
R. H. Basden

J. R. Dupuy
J. R. Dupuy

W. R. Stromatt
W. R. Stromatt

Betty Ford
Betty Ford

Granville Nerren
Granville Nerren

562-95-1151

THE STATE OF TEXAS I
COUNTY OF HARRIS I

I, Loren R. Doral, a Notary Public do hereby
certify on this 30th day of November, 1972 personally appeared
before me, R. H. BASDEN, W. R. STROMATT, J. R. DUPUY, GRANVILLE NERREN,
AND BETTY FORD who each being by me first duly sworn severally declared that they
are the persons who signed the foregoing documents as incorporators, and that the
statements therein contained are true.

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

Loren R. Doral

Notary Public in and for
Harris County, T e x a s

562-95-1152

AMENDMENT
OF
BY-LAWS
OF
GLENCLUSTER COMMUNITY ASSOCIATION, INC.

ARTICLE II

DEFINITIONS

Section 4. "Lot" or parcel shall mean and refer to any of the (45) Forty-five building sites (which except the Common Area) on which there is or will be constructed a single-family townhouse which is to be individually and separately owned.

AMENDED TO READ AS FOLLOWS:

Section 4. "Lot" or parcel shall mean and refer to any of the (93) Ninety-three building sites (which except the Common Area) on which there is or will be constructed a single-family townhouse which is to be individually and separately owned.

IN WITNESS WHEREOF, we, being all of the Directors of the GLENCLUSTER COMMUNITY ASSOCIATION, have hereunto set our hands this 14th day of February, 1975.

R.H. Basden
R. H. Basden

J. R. Dupuy
J. R. Dupuy

James B. Chaplin
James B. Chaplin

Kenneth A. Suminski
Kenneth A. Suminski

Granville Nerren
Granville Nerren

THE STATE OF TEXAS I
COUNTY OF HARRIS I

I, Carroll Wayne Coneley, a Notary Public do hereby certify on this 24TH day of March, 1975, personally appeared before me, R. H. BASDEN, JAMES B. CHAPLIN, GRANVILLE NERREN, J. R. DUPUY and KENNETH A. SUMINSKI, who each being by me first duly sworn severally declare that they are the persons who signed the foregoing documents as incorporators, and that the statements therein contained are true.

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

C. W. Coneley
Notary Public in and for
Harris County, T e x a s

562-95-1153

ADDITIONS
TO
BY-LAWS
OF
GLENCLUSTER COMMUNITY ASSOCIATION, INC.

ARTICLE II

DEFINITIONS

Section 9. "Planned Unit Development" (PUD) shall mean and refer to all properties described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE XVI

RIGHTS OF FIRST MORTGAGEES

Section 1. A first mortgagee at his request is entitled to written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Planned Unit Development documents which is not cured within thirty (30) days.

Section 2. Any first mortgagee who comes into possession of a unit in the Planned Unit Development pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "rights of first refusal."

Section 3. Any first mortgagee who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 4. Unless at least 75% of the first mortgagees (based upon one vote for each first mortgage) of individual units in the Planned Unit Development have given their prior written approval, the Planned Unit Development association, corporation or trust shall not be entitled to:

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(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such association, corporation or trust for the benefit of the units in the Planned Unit Development ("PUD common property").

The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Planned Unit Development shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Planned Unit Development unit owner;

(c) by act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the Planned Unit Development;

(d) fail to maintain Fire and Extended Coverage on insurable Planned Unit Development common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any Planned Unit Development common property for other than the repair, replacement or reconstruction of such improvements;

(1) First mortgagees shall have the right to examine the books and records of the Planned Unit Development association, corporation, trust or any entity which owns the common property of the Planned Unit Development.

(2) First mortgagees of units in a Planned Unit Development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Planned Unit Development common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and

first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD association, corporation or trust, and an original or certified copy of such agreement is possessed by the Seller.

(3) No provision of the Planned Unit Development Articles of Incorporation or Association, or the Planned Unit Development Declaration of Easements, Restrictions and Covenants, or any similar instrument pertaining to the Planned Unit Development or to units in a Planned Unit Development, gives a Planned Unit Development unit owner or any other party, priority over any rights of first mortgagees of units in a Planned Unit Development pursuant to their mortgages in the case of a distribution to Planned Unit Development unit owners of insurance proceeds or condemnation awards for losses to or a taking of Planned Unit Development common property.

IN WITNESS WHEREOF, we, being all of the Directors of the GLENCLUSTER COMMUNITY ASSOCIATION, have hereunto set our hands this 3rd day of April, 1975.

R. H. Basden
R. H. Basden

J. R. Dupuy
J. R. Dupuy

James B. Chaplin
James B. Chaplin

Kenneth A. Suminski
Kenneth A. Suminski

Granville Nerren
Granville Nerren

THE STATE OF TEXAS I
COUNTY OF HARRIS I

I, Jo Ann Anderson, a Notary Public do hereby certify that on this 11th day of April, 1975, personally appeared before me, R. H. BASDEN, JAMES B. CHAPLIN, GRANVILLE NERREN, J. R. DUPUY and KENNETH A. SUMINSKI, who each being by me first duly sworn severally declare that they are the persons who signed the foregoing documents as incorporators, and that the statements therein contained are true.

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

Jo Ann Anderson
Notary Public in and for
Harris County, T e x a s

562-95-1156

Copy

ARTICLES OF INCORPORATION
OF
GLENCLUSTER COMMUNITY ASSOCIATION, INC.

FILED
Public Office of the
Secretary of State of Texas
NOV 10 1972

We, the undersigned natural persons of the age of twenty-one (21) 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 of such corporation:

ARTICLE I

The name of the corporation is GLENCLUSTER COMMUNITY ASSOCIATION,
INC.

ARTICLE II

The street address of the initial registered office of the corporation is 1919 Allen
Parkway, Houston, Texas and the name of its initial registered agent at such address is
R. H. Basden.

ARTICLE III

The corporation is a non-profit corporation.

ARTICLE IV

The period of its duration is perpetual.

ARTICLE V

The purpose or purposes for which the corporation is organized are: To provide
for maintenance, preservation and architectural control of the residential lots and Common
Area within the unrestricted reserve of Glenshannon, Section 4, a subdivision in Harris
County, Texas, according to the map or plat thereof recorded in Volume 187, Page 6,
Map Records of Harris County, Texas, or any other areas created by the dedication of
additional property to the subdivision by the developer 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 this purpose
to:

- (a) exercise the powers and privileges and to perform all of the duties and obligations as set forth in that declaration of covenants, conditions and restrictions hereinafter called the "Declaration", applicable to the property and recorded in Harris County Deed Records;
- (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 Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

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562-95-1158

(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 Association;

(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 borrowed money or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area 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 nor transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members authorizing the Directors to act in behalf of the members for the purpose of accomplishing 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 have the assent of two-thirds (2/3) of each class of members;

(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 to exercise.

ARTICLE VI

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 as to assessment of the Association including contract sellers 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. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VII

The Association shall have two 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class B members shall be the declarant, and shall be entitled to three 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 Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, or
- (b) On the 1st day of January, 1975.

ARTICLE VIII

The affairs of this Association shall be managed by a board of five directors, who need not be members of the Association. The number of directors may be changed by amendment of the by-laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
R. H. Basden	1919 Allen Parkway Houston, Texas
Granville Nerren	1919 Allen Parkway Houston, Texas
W. R. Stromatt	1919 Allen Parkway Houston, Texas
Betty Ford	1919 Allen Parkway Houston, Texas
J. R. Dupuy	1919 Allen Parkway Houston, Texas

At the first annual meeting the members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years and at each annual meeting thereafter the members shall elect directors for terms of three years, as needed.

ARTICLE IX

The Association 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 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 purposes similar to

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those for which the Association was created. In the event 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 voted to such similar purposes.

ARTICLE X

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

ARTICLE XI

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
R. H. Basden	1919 Allen Parkway Houston, Texas
W. R. Stromatt	1919 Allen Parkway Houston, Texas
Granville Nerren	1919 Allen Parkway Houston, Texas

ARTICLE XII

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

IN WITNESS HEREOF, we have hereunto set our hands, this 1st day of November, 19 72.


R. H. Basden

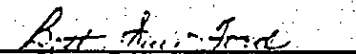

W. R. Stromatt


Granville Nerren

THE STATE OF TEXAS I
COUNTY OF HARRIS I

I, Betty Sue Ford, a Notary Public do hereby certify on this 9th day of November, 1972 personally appeared before me, R. H. BASDEN, W. R. STROMATT, and GRANVILLE NERREN, who each being by me first duly sworn severally declared that they are the persons who signed the foregoing documents as incorporators, and that the statements therein contained are true.

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


Notary Public in and for
Harris County, Texas

562-35-1168

FILED
In the Office of the
Secretary of State of Texas

JUN 26 1973

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

Bill Zimmerman

GLENCLUSTER COMMUNITY ASSOCIATION, INC.

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following article of amendment to its Articles of Incorporation, which more accurately describes the property which the corporation is to maintain.

1. The name of the corporation is Glencluster Community Association, Inc.
2. The following amendment to the Articles of Incorporation was adopted by the corporation on May 24, 1973. This amendment changes Article V of the original Articles of Incorporation and those original articles are hereby amended to read as follows:

ARTICLE V

The purpose or purposes for which the corporation is organized are: To provide for maintenance, preservation and architectural control of the residential lots and Common Area within Glenshannon Subdivision, Section 4, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 187, Page 6, Map Records of Harris County, Texas, or any other areas created by the dedication of additional property to the subdivision by the developer and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may

562-55-1151

hereafter be brought within the jurisdiction of
this Association for this purpose to:

(a) exercise the powers and privileges and to perform all of the duties and obligations as set forth in that declaration of covenants, conditions and restrictions hereinafter called the "Declaration", applicable to the property and recorded in Harris County Deed Records;

(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 Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(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 Association.

(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 borrowed money or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area 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 nor transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members authorizing the Directors to act in behalf of the members for the purpose of accomplishing 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 have the assent of two-thirds (2/3) of each class of members;

(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 to exercise."

88-95-1162

3. The amendment was adopted in the following manner:
The amendment was adopted at a meeting of the members held
on May 24, 1973, at which a quorum was present, and the
amendment received at least 2/3 of the votes, which members,
present or represented by proxy at such meeting were entitled
to cast.

DATED this 6th day of June, 1973.

GLENCUSTER COMMUNITY
ASSOCIATION, INC.

By: J. H. T. [Signature]
President

By: Granville [Signature]
Secretary

STATE OF TEXAS X
COUNTY OF HARRIS X

I, Betty Sue Ford, a Notary Public, do
hereby certify that on this 8th day of June, 1973,
personally appeared before me R. H. Basden and Granville
Nerron, being duly sworn, declared that they are President
and Secretary of the corporation executing the foregoing
document, that they signed the foregoing document in the
capacities therein set forth, and that the statements
therein contained are true.

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

[Signature]
Notary Public in and for
Harris County, Texas.

ANY PROMOTION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number [] on the day and at the time
stamped herein by me, and was duly RECORDED in the Official Public Records of Harris County,
Texas on

FEB 11 2003



Dorothy L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

3.

2003 FEB 11 AM 8:56
FILED
COUNTY CLERK
HARRIS COUNTY TEXAS
[Signature]