

ARTICLES OF INCORPORATION  
OF  
GREENBRIAR TOWNHOMES ASSOCIATION

531-49-1482  
FILED  
In the Office of the  
Secretary of State of Texas  
JAN 5 1995  
Corporations Section

I, the undersigned natural persons of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE  
NAME

The name of the corporation is GREENBRIAR TOWNHOMES ASSOCIATION.

ARTICLE TWO  
NON-PROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE  
DURATION

The period of its duration is perpetual.

ARTICLE FOUR  
PURPOSES

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

- (1) The specific and primary purpose for which this corporation is organized is to enforce the terms of that certain instrument entitled "Declaration of Amended Covenants, Conditions, Restrictions and Easements for Greenbriar Townhomes, a Harris County Subdivision" (the "Declaration"), in Greenbriar Townhomes, according to the map or plat thereof recorded under County Clerk's File No. R100947 and Film Code No. 362011 of the Map Records of the Official Public Records of Real Property of Harris County, Texas, brought within the jurisdiction of the corporation (the "Property").

(2) The general powers of the corporation are:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the Declaration applicable to the Property, 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, as well as the restrictive covenants of any other properties brought within the jurisdiction of the corporation;

(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;

(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, if any, 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 nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, as provided for in the Declaration; and

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

(3) Notwithstanding<sup>h</sup> any of the foregoing statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in Paragraph (1) of this Article Four, nothing contained in the foregoing

statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such, except on dissolution and winding up.

This corporation is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

#### **ARTICLE FIVE** **MEMBERSHIP**

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 include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the corporation.

#### **ARTICLE SIX** **VOTING RIGHTS**

The corporation 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 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 five (5) 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 January 1, 2008.

#### **ARTICLE SEVEN** **INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation is 4615 Southwest Freeway, Suite 550, Houston, Texas 77027, and the name of its initial registered agent at such address is Dwain Evans.

**ARTICLE EIGHT**  
**BOARD OF DIRECTORS**

The affairs of the corporation shall be managed by a Board of three (3) Directors, who need not be members of the corporation. The number of directors may be changed by amendment of the Bylaws of the corporation. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
T.R.D. Kebbell	4615 Southwest Freeway, Suite 550 Houston, Texas 77027
Barbara Evans	4615 Southwest Freeway, Suite 550 Houston, Texas 77027
Dwain Evans	4615 Southwest Freeway, Suite 550 Houston, Texas 77027

**ARTICLE NINE**  
**INDEMNIFICATION**

The Association shall indemnify any director or former director, officer or former officer of the Association to the fullest extent allowed by the Texas Non-Profit Corporation Act.

**ARTICLE TEN**  
**WRITTEN CONSENT**

Provided the provisions of Article 1396-9.10C of the Texas Non-Profit Corporation Act are fully complied with, any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of members, directors, or any committee of the Corporation or any action that may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the Committee were present and voted.

**ARTICLE ELEVEN  
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Roy D. Hailey

ADDRESS5718 Westheimer, Suite 1600  
Houston, Texas 77057

**ARTICLE TWELVE  
DISSOLUTION**

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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE THIRTEEN  
DURATION**

The corporation shall exist perpetually.

**ARTICLE FOURTEEN  
AMENDMENTS**

Amendment of these Articles shall require the assent of a majority of the entire membership.

IN WITNESS WHEREOF, we have hereunto set our hand, this 4<sup>th</sup> day of January, 1995.

  
\_\_\_\_\_  
Roy D. Hailey

STATE OF TEXAS

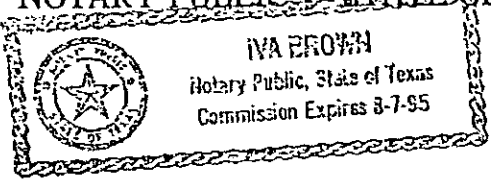
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COUNTY OF HARRIS

This instrument was executed before me on this 4th day of January, 1995, by Roy D. Hailey for the purposes and consideration expressed therein.

*Iva Brown*

NOTARY PUBLIC - STATE OF TEXAS



#23844



# Randall Management, Inc.

## ACH PROGRAM

Randall Management is pleased to offer you this complimentary service. Please be aware that you must have a zero balance to start on the program. In the event that your account does not have funds for the draft, your account will be issued an NSF fee of \$25.00. After three NSF drafts in a calendar year, the owner will need to find an alternative method of payment.

1. Complete the form listed below.
2. Mail or fax the completed form to 713-723-0934 along with a voided check from the account that you would like your assessment drafted from each month.
3. Contact Janeth at 713-728-1126 ext 22 to confirm that your form was received and the date of your first draft.
4. Please specify the month that you would like your first debit to start. If the draft sequence has already been initiated, your debit will start the following month. Don't forget to confirm the date of your first debit with Lily.

\_\_\_\_\_/\_\_\_\_\_  
Month/Year

2010 ACH Schedule: 1/5, 2/5, 3/5, 4/5, 5/5, 6/4, 7/5, 8/5, 9/6, 10/5, 11/5, 12/6.

### AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Property Name \_\_\_\_\_ Acct or Unit # \_\_\_\_\_

I (we) hereby authorize Randall Management, hereinafter called Company, to initiate debit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ DL or ID Number \_\_\_\_\_  
(Please Print)

Date \_\_\_\_\_ Signature \_\_\_\_\_

**NOTE: DEBIT AUTHORIZATION MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.**