

**BY-LAWS**  
**OF**  
**SEVENTY-SIX FIFTY-FIVE SOUTH BRAESWOOD HOMEOWNERS ASSOCIATION,**  
**INC.**

**ARTICLE I.**

**NAME AND LOCATION.** The name of the corporation is SEVENTY-SIX FIFTY-FIVE SOUTH BRAESWOOD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4635 Southwest Freeway, Houston, Texas, 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.**

**Section 1.** "Association" shall mean and refer to SEVENTY-SIX FIFTY-FIVE SOUTH BRAESWOOD HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

**Section 2.** "Properties" shall mean and refers 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" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties with the exception of the Common Area.

**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 seller, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** "Declarant" shall mean and refer to COLUMBIA COMMUNITIES, INC., its successors and assigns.

**Section 7.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded or to be recorded in the Harris County Map 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 within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of one-fourth (1/4<sup>th</sup>) of all members of the association.

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

**Section 4. Quorum.** The presence at the meeting of members entitled to vote, or of proxies entitled to cast, two-tenths (2/10) of the votes of the two combined classes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or presented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of four (4) year. At the fifth (5) annual meeting the members shall elect one director for three (3) years, one director for two (2) years and one director for one (1); and at each annual meeting thereafter the members shall elect one (1) director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by an affirmative vote of two-thirds of the combined two classes of members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for this actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The directors shall have a right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## 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 or non-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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

**Section 1. Regular Meetings.** Regular meeting of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**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 I. Powers.** The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and personal conduct of the members and their guests thereon, and to establish penalties for the infraction 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 infraction 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, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employee 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 to the members at the annual meeting of the members;
- (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; and
  - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** 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, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of 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, or shall be removed, or otherwise disqualified to serve.

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

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

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

**Section 7. Multiple Offices.** 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:

- (a) **President.** 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.
- (b) **Vice-President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual 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 at the appropriate time 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 purpose.

## 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 Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

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 eight percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure 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 nonuse 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: SEVENTY-SIX FIFTY-FIVE SOUTH BRAESWOOD HOMEOWNERS ASSOCIATION, INC.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by an affirmative vote thereon by two-thirds of the combined two classes of members. However, after the Class B membership ceases to exist, 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.

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

#### ARTICLE XIV

#### MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the Seventy-Six Fifty-Five South Braeswood Homeowners Association, Inc., have hereunto set our hands this 25<sup>th</sup> day of March, 1974.

STATE OF TEXAS     )  
                          )  
COUNTY OF HARRIS )

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SEVENTY-SIX FIFTY-FIVE SOUTH BRAESWOOD

THIS DECLARATION, made on the date hereinafter set forth by COLUMBIA COMMUNITIES, INC., a Texas Corporation, formerly known as COLUMBIA PROPERTIES, INC., referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain properties in the City of Houston, County of Harris, State of Texas, and which are more particularly described as:

That certain 2.7170 acres in the J. R. Black Survey, Abstract 134, in Houston, Harris County, Texas, as per plat recorded on April 2, 1973, in the office of the County Clerk of Harris County, Texas, under Clerk's File No. D-840163, and denominated therein as "Seventy Six Fifty Five Braeswood Section One (P.U.D.) instead of "Seventy-Six Fifty-Five South Braeswood Section One (P.U.D.)", containing seventeen (17) lots known as Section I,

and that adjoining certain 5.0740 acres in the J. R. Black Survey, Abstract 134, in Houston, Harris County, Texas to be hereafter platted into Forty-eight (48) lots as "Seventy-Six Fifty-Five South Braeswood Section Two (P.U.D.)"

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on

SAVE AND EXCEPT all lots designated by the numbers one (1) through sixty-five (65); and

101-05-1983

SUBJECT TO all easements, building lines, private streets and driveways shown on said Plat; together with all improvements situated thereon.

Section 5. "Lot" shall mean and refer to any of the Sixty-Five (65) numbered plots of land shown upon the recorded subdivision or plat of the Properties.

Section 6. "Declarant" shall mean and refer to COLUMBIA COMMUNITIES, INC., a Texas Corporation, its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational or other facilities owned or operated by the Association, excluding domestic water, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate 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 or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.
- (d) The right of individual owners to the use of guest parking spaces as provided in this article.

101-05-1985

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

Class A. "Class A Members" who shall be all Lot Owners other than the Declarant and who 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. The "Class B Member(s)" shall be the Declarant which shall be entitled to five (5) votes for each Lot owned. The voting rights of the "Class B Member" shall cease when Declarant no longer owns any lots.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot with a dwelling thereon owned within the Properties, hereby covenants, and each Owner, except the Declarant, of any Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Board of Directors of the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing

101-05-1987

liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Directors under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable reserve as well as other costs and expenses relating to the general common elements. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay.

Should it appear to the Board of Directors that the then existing annual assessment requires amendment or modification, whether up or down, the Board of Directors shall make appropriate modifications or amendments to the annual assessment for the remainder of the then current year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 66-2/3% of the combined two classes of members.

Section 5. Notice and Quorum For Any Action Authorized Under Section 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more

101-05-1989

Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 per cent per annum. The Board of Directors of the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, through its Board of Directors, the right and power to bring all actions against such Owner personally for the collection of such assessments and interest charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on property or by out of Court foreclosure, pursuant to the deed of trust, if one exists, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or

101-05-1991

may be held responsible at his own expense and cost for his personal insurance on the building and contents of his own residence, parking space and his additions and improvements thereto, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

(d) The Board of Directors of the Association has the authority to obtain insurance on all townhouses, residences, carports, additions and improvements. Provided the Board of Directors elect to insure the residences and improvements of the members, the insurance shall be a Texas standard form policy of fire and extended coverage insurance issued by a solvent, reputable insurance company licensed to do business in the State of Texas and having a rating of "A+AA" or better for the maximum insurable value of said property under a master policy. The Association shall be named in said policy as the insured, together with the owner or owners of the property and any lien holders. Said policy shall also contain a clause by the terms of which said policy cannot be cancelled except upon thirty (30) days written notice to the Association. The Association will furnish evidence that such insurance is in force, satisfactory to the member and any lienholder, from time to time as requested in writing by the member or any lienholder. Each Owner shall be responsible for his own contents and personal property insurance and the Association will not insure the decorations, furnishings and personal property.

Nothing herein shall preclude any member of the Association from obtaining a similar policy of fire and extended coverage insurance on any property owned by him. Provided, however, except insofar as such policy shall insure the personal property of the member or his family or guests, or shall provide public liability

101-05-1993

received. Such repair or replacement shall be commenced and completed within a reasonable time, in a good and workman-like manner using suitable materials. The Association shall not be liable for any delay in the completion of any repairs or improvements due to causes beyond its reasonable control or the reasonable control of its subcontractors. By way of illustration but not limitation, the Association shall not be liable for delay occasioned by weather, shortage or unavailability of materials, strikes or labor shortage or other contractual obligations of the same type. In any event, the sole liability of the Association for delay shall be the reasonable rental value of the premises for the number of days delay beyond a reasonable period of time. Reasonable rental value shall be what the same or similar premises located in Houston, Texas, would rent for on a one (1) year lease beginning at the commencement of the unreasonable delay.

By becoming a member of the Association, the member, together with his spouse, grants to the Association an express mechanic's and materialmen's lien in the amount by which the reasonable cost (including extras, if any, agreed upon by and between the Association and the member) of repairing or replacing the premises damaged or destroyed exceeds the insurance proceeds realized by the Association. As a condition precedent to the obligation of the Association to repair or replace any damaged or destroyed premises, the owner thereof together with his spouse, if any, agrees to ratify and confirm the express mechanic's and materialmen's lien herein provided for by a separate instrument, in the form and manner required by law.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any Lot in this subdivision nor shall any exterior addition to or change

101-05-1935

Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval may be granted in writing prior to construction and when given shall become a part of these restrictions.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to the above provisions, and the duties and powers of such committee and its designated representatives shall continue until such time as all lots have been sold to Owners, and by its own prerogative the Architectural Control Committee above designated shall then resign, and all of the powers, duties and functions of the Architectural Control Committee shall then pass to and be exercised by an Architectural Control Committee to be designated by the Association.

#### ARTICLE VI

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: Paint, repair, replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care of roofs, gutters, and downspouts, (if any), exterior building surfaces, fences, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, enclosed patio areas, (if any), window and door fixtures and hardware, landscaping installed by Owner (if any), exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers, and switch panels, sanitary sewer, gas and electric power service lines, nor any work or thing specifically defined as Owner's main-

thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party wall Owner shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision shall be by a majority of all the Arbitrators. Should any party wall Owner refuse to choose an Arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an Arbitrator for the refusing Owner.

#### ARTICLE VIII

##### USE RESTRICTIONS

The Lots and the common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use his lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than a private residence of a single family.

101-05-1999

sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent. During the construction and sales period of the dwelling units the builder may use other signs and displays to advertise the merits of the property for sale or rent.

The Architectural Control Committee shall have the right to control all outside and/or exterior lighting of any nature located anywhere on the Properties, Lots or Common Area, including but not limited to the wattage, color, type and style of all illumination bulbs and the model, size, type and color of the lighting fixtures.

Section 7. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purpose.

Section 9. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is 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 contractor(s). All incinerators or other equipment for the storage or disposal

side the residence: air conditioning compressor and condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors, utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the lot but not maintained by the gas and/or telephone companies.

As Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any conditions to exist which, in the exclusive opinion of the Board of Directors, will adversely affect the other residences or their Owners. If any Owner fails to comply with directions from the Board of Directors, then the Board may cause the required work to be performed at the Owner's expense, and the amounts so expended shall constitute a lien on the Owner's lot, in the same manner and to the same extent as specified in Article IV hereof.

Section 13. Outside Antennas. Without written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 14. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 15. Sales Office. A Sales and/or Construction Office or offices may be built and used on any Lot or Lots in this subdivision by the Declarant or by any person or entity designated by the Declarant until all lots in the Property are sold to Owners.

Section 16. Parking Restrictions. No boats, airplanes, trailers, campers or motor homes shall be allowed to be parked or stored anywhere on the "Properties," "Lots," or "Common Areas."

101-05-2003

garbage and trash collected pickup vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnish a service covered by separate recordable document, Declarant shall have the right to grant such easement of said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 3. Underground Utility Services.

(a) Underground Electric Service. An underground electric distribution system will be installed to all Lots. The Owner of each Lot, at his own cost, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering to the point of attachment at such company's installed transformers or energize secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such

residence shall be owned and maintained by the Owner.

(c) Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements for the utility furnishing service. Such easements for underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easement.

#### ARTICLE X.

##### GENERAL PROVISIONS

Section 1. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. Any management agreement entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty percent (60%) of the combined two classes of voting members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of the term of any prior management contract.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 14 day of March, 1974.

COLUMBIA COMMUNITIES, INC.

BY R. Alan K... III  
R Alan K...

ATTEST:

J. J. Harvey, III  
Asst Secy  
J. J. Harvey, III

RECORDED'S MEMORANDUM:  
The additions on this instrument were present at the time instrument was filed and recorded.

**FRANK, ELMORE, LIEVENS, CHESNEY  
& TURET, L.L.P.**

JERRY L. ELMORE  
RICHARD C. LIEVENS  
WILLIAM S. CHESNEY, III  
CHARLES S. TURET, JR.  
DAVID W. HANNAH, JR.  
KRISTI A. SLAUGHTER

ATTORNEYS AT LAW  
NIELS ESPERSON BUILDING  
808 TRAVIS STREET, SUITE 2600  
HOUSTON, TEXAS 77002-5778  
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FACSIMILE: (713) 224-0609

OF COUNSEL:  
EDWIN H. FRANK, JR., P.C.  
WILLIAM L. VANFLEET, II  
RICHARD C. YOUNT

May 6, 2004


Seventy-six Fifty-five South Braeswood Homeowners Association, Inc.  
c/o Association Management, Inc.  
Attn: Michael Quast  
9575 Katy Freeway, Suite 130  
Houston, Texas 77024

IN RE: *Secretary's Certificate*

Dear Michael:

Enclosed please find the recorded original of the Secretary's Certificate  
(Resolution Adopting Rules and Regulations as to Appearance of Property).

Best Regards,



Carolyn Gordon  
Assistant to Richard C. Lievens

/cg  
Enclosures

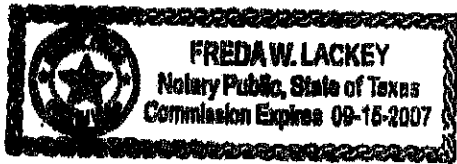
RECEIVED  
MAY 10 2004

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 21<sup>st</sup> day of April, 2004 by Evangelous Nicolaou, Secretary of Seventy-Six Fifty-Five South Braeswood Homeowners Association, Inc., a Texas Non-Profit Corporation, on behalf of such corporation.



Freda W. Lackey  
Notary Public - State of Texas

*lit:*

8228-10-2003